

2026 Negotiations City of Emeryville Proposal to SEIU Local 1021

City Proposal: #5 Medical In-Lieu/Alternate Benefit

Date: May 14, 2026

Tentative Agreement: July 13, 2026

14.3 Medical In-Lieu/Alternate Benefit

Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 14 of this Memorandum of Understanding under the following terms.

Eligibility for receipt of alternative benefits is restricted to those employees for whom no City contribution is made towards premiums for group medical insurance because ~~of coverage said~~ the employees have opted out and have coverage from a source other than the City. In order to receive the medical in-lieu/alternate benefit, employees must meet all of the requirements of an Eligible Opt-Out Arrangement. Written proof of said coverage is required by the City.

The requirements that must be satisfied for the Eligible Opt-Out Arrangement are as follows:

(a) The Participant must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market and other than individual coverage through Covered California);

(b) The Participant and all individuals in the Participant's expected tax family have (or will have) the required minimum essential coverage. A Participant's expected tax family includes all individuals for whom the Participant reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the Participant's plan year to which the opt-out arrangement applies;

(c) The Participant must provide reasonable evidence of the MEC for the applicable period. Reasonable evidence may include an attestation by the Participant;

(d) The Participant must provide the evidence/attestation every Plan Year;

(e) The Participant must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the Plan Year starts; and

(f) The medical in-lieu/alternate benefit cannot be made (and the City must not in fact make payment) if the City knows or has reason to know that the Participant or tax family member does not have the alternative coverage.

The City shall contribute ninety percent (90%) of the Kaiser - Region 1, single party premium per month for alternate benefits for eligible full-time employees who select and are eligible for the medical-in-lieu/alternate benefits.

~~Available Benefits. Contributions made by the City may be applied by the employee to one or both of the following options:~~

The medical-in-lieu/alternate benefit is provided to the employee as a cash payment that(a) ~~A~~ supplements to the employee's monthly salary compensation. State and Federal taxes will be withheld on any monies applied to this option.

~~(b) Contribution to the Deferred Compensation Plan currently in effect for represented employees, as governed by IRS regulations, must be made on an after-tax contribution basis.~~

SEIU Local 1021



Ryan Fettes Chief Negotiator



Alyssa Chung, President



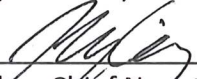
Michael Roberts, Bargaining Team Member



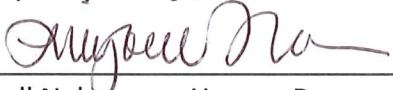
Phillip Toste, Bargaining Team Member

Date signed: 7/13/26

The City of Emeryville



Jeff Bailey, Chief Negotiator



Lilybell Nakamura, Human Resources Director



Pedro Jimenez, Assistant City Manager



Qiana James, Sr. Human Resources Analyst

Date signed: 7/13/2026

City Counterproposal to
SEIU Local 1021 Union Proposal #9 Acting Pay
June 8, 2026

Tentative Agreement: July 13, 2026

3.6 Acting Pay

Employees may be assigned to perform the duties of a higher classification on an "acting" basis when a vacancy exists in such higher paid classification for a period in excess of one (1) working day.

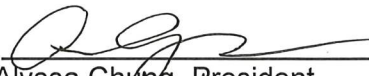
An "acting" assignment shall only be made by a Department Head and employees shall be provided with a written notice assigning them to the higher classification on an acting basis. Employees assigned by the Department Head to perform the duties of a higher classification on an "acting" basis, shall receive "acting" pay for each full day of assignment in such higher classification. ~~In the event the employee works more than forty (40) consecutive hours in the higher classification, the employee shall be paid "acting" pay for the entire period worked in the higher classification.~~ Acting pay shall be at the at first step of the classification in which the employee is acting, which shall result in at least a ~~(five)~~ percent (5%) increase.

In the event an employee works continuously for the applicable hourly equivalent of one (1) year that is either one thousand eight hundred-twenty (1,820) hours for those on a thirty-five (35) hour per week schedule or two thousand eighty (2,080) hours for those on a forty (40) hour per week schedule, in the higher classification, the employee will be promoted to that classification. Such promoted employee shall be subject to the regular promotion probation requirements of the City.

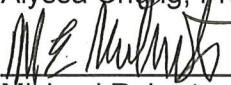
SEIU Local 1021



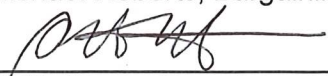
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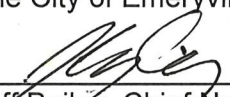
Michael Roberts, Bargaining Team Member



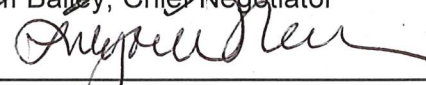
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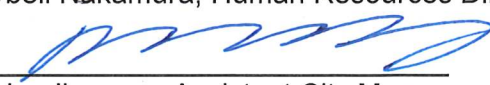
The City of Emeryville



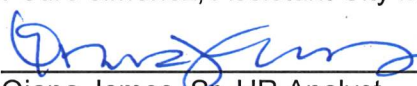
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