



City of Emeryville

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF EMERYVILLE

And

EMERYVILLE POLICE MANAGEMENT ASSOCIATION

August 1, 2023, through June 30, 2026

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Preamble

This Memorandum of Understanding is entered into pursuant to the Meyers Miliias Brown Act (California Government Code Sections 3500, et. seq.) as amended. It has been jointly prepared and is the result of meeting and conferring in good faith and represents the complete understanding between the parties as to all matters upon which the parties reached agreement. Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent.

The City of Emeryville (hereinafter, "City") and the Emeryville Police Management Association (hereinafter, "EPMA") hereby restate their joint commitment to the achievement and maintenance of a relationship built on open communication which fosters the equitable resolution of the concerns of each part regarding hours, wages, and other applicable conditions of employment.

Section 1. Association Recognition

The EPMA is the recognized and exclusive representative of the bargaining unit consisting of the classifications of Police Lieutenant and Police Captain and has concluded this Memorandum through its authorized representatives.

Section 2. Employer's Rights

The Parties agree that the Employer has the exclusive right to determine, and revise from time to time, the Employer's organizational structure, the Employer's mission, the levels and types of services to be performed, the methods, means, number and type of personnel by which Employer services are performed; the right to subcontract or contract out work performed by bargaining unit members; to determine work rules and attendance standards, standards of duty-related employee conduct; to determine the procedures, criteria, minimum qualifications, desirable qualifications, and other standards and requirements for selection for City employment, transfer or promotion; determine and enforce employee job performance standards, to determine and revise the content of job classifications and the allocation of positions to job classifications in a manner consistent with applicable law and this Memorandum of Understanding; to hire, assign work, and direct the workforce; to evaluate employee performance; to determine the technology and equipment used in the performance of Employer services; to discipline or discharge employees subject to the terms of Section 8 of this Memorandum of Understanding; to lay employees off from work due to lack of funds or work, elimination of a position, reorganization or other lawful reasons; and the right to such steps as it deems appropriate in an emergency. The Employer's exercise of any right under this Section is not subject to the grievance procedure, except to the extent such exercise is expressly abridged by this Memorandum of Understanding.

The Parties acknowledge that they have extensively discussed the Employer's historic exercise of the rights described above and that each made proposals for this Section with respect to the listed rights as well as others potentially affecting the scope of representation. For purposes of determining the scope of the Employer's rights the

parties agree that any proposal or portion thereof that was not incorporated in the above paragraph shall be deemed a nullity and treated as though the proposal or portion thereof had not been made.

The City shall not be required to meet and confer on any subject preempted by federal or state law nor shall it be required to meet and confer in good faith on management rights as defined in this section unless the exercise of those management rights affects any matter within the scope of representation under Government Code Section 3504.

Section 3. Discrimination Prohibited

The City and the Association agree that they shall not discriminate in any way on account of race, creed, religion, sex, national origin, political affiliation, handicap, age, or sexual orientation. The parties agree that neither will discriminate against an employee because of their legally protected participation in Association activities or because they refrain from such activity.

Section 4. Salaries and Compensation

4.1. Cost of Living Adjustments. Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a salary increase of three and a half percent (3.5%). In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three and a half percent (3.5%) salary increase (including all premium pays) for the period of July 1, 2023, through the implementation of the three and a half percent (3.5%) salary increase referenced above.

Effective the first full pay period in July 2024 all classifications in the bargaining unit shall receive salary increase of three and a half percent (3.5%).

Effective the first full pay period in July 2025, all classifications in the bargaining unit shall receive salary increase of three and a half percent (3.5%).

4.2 Recruitment and Retention Adjustments. Effective the first full pay period following City Council approval of this agreement, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment increase of one and a half percent (1.5%). In addition to the increase, the City will provide a one-time lump sum payment equivalent to the value of a one and a half percent (1.5%) salary increase (including all premium pays) for the period of July 1, 2023, through the implementation of the one and a half percent (1.5%) recruitment/retention market adjustment increase referenced above.

Effective the first full pay period in July 2024 all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%).

Effective the first full pay period in July 2025, all classifications in the bargaining unit shall receive a recruitment/retention market adjustment of one and a half percent (1.5%).

4.3 Acting Pay. An employee assigned in writing by the Chief of Police, or the Chief's designee, to perform all of the ordinary, day-to-day duties of a position of a higher classification for three (3) consecutive days shall be paid an additional five percent (5%) of the regular pay of their own classification, or the first step of the higher classification, whichever is greater, for such time worked in the higher classification.

The Chief of Police or the Chiefs designee shall determine acting assignments. An employee in an acting assignment must meet the minimum qualifications for the classification in which he/she is assigned to act.

4.4 Uniform Allowance. The City will provide represented employees in the Captain of Police and Lieutenant of Police classifications shall receive an annual allowance of one thousand two hundred dollars (\$1,400) each for the purchase of articles required by the City for the affected employee's uniform. The annual allowance will be paid in two installments: one-half (1/2) paid on the first pay date in October and the other half (1/2) on the first pay date in March.

If an employee separates from City Service, for whatever reason (except death), during the year for which the annual uniform allowance has been paid, such payment shall be adjusted on a prorated basis in relationship to the period of service for that year.

Represented employees in the Lieutenant of Police classification are FLSA exempt and not eligible for overtime pay while performing Lieutenant duties. In the event a Lieutenant performs duties typically performed by the Sergeant classification, as assigned by the Police Chief or their designee, they are eligible for overtime pay at the rate of one and a half times the top step (Step F) base hourly wage rate established for the Sergeant classification.

Damaged Uniform/Personal Property. An employee's uniform damaged in the course of duty beyond repair or collected and secured for evidentiary purposes related to the performance of the employee's duty shall be replaced at no cost to the employee by the City's designated vendor. Other personal property damaged in the course of duty or collected and secured for evidentiary purposes shall be repaired, replaced, or compensated for at fair market value as determined by the Chief of Police. Replacement or compensation as provided in this subsection 5.4 will not apply to property secured for evidentiary purposes but returned to the employee within fourteen (14) days from the date it is secured.

4.5 Education Incentive. Effective the first full pay period following City Council approval of this agreement the City will provide employees with a B.A. or B.S. Degree

or an Advanced P.O.S.T. certificate will receive a total of seven and one-half percent (7.5%) to their rate of pay.

An additional 2% for a total of 9.5% will be provided for employees with a master's degree or completion of an executive level training course (FBI National Academy, POST Command College, POST ELI, or PERF Senior Management in Policing training).

4.6 Longevity. Effective the first full pay period following City Council approval of this agreement, the City will compensate each bargaining unit member an additional three percent (3%) longevity pay of their base salary upon completion of their fifth year of regular full-time California sworn law enforcement service. The longevity pay will begin with the first full pay period following completion of the fifth year.

The City will compensate each bargaining unit member who has completed fifteen (15) years of regular full-time California sworn law enforcement service an additional three percent (3%) longevity pay for a total of six percent (6%) of their base salary. The longevity pay will begin with the first full pay period following completion of the fifteenth year.

All credited time must be as a regular full time California sworn law enforcement service. Non-Emeryville service will be verified at time of hire.

4.7 Overtime. Exempt employees shall not be compensated for overtime, except in those instances where the City is reimbursed by an outside agency for the cost of providing overtime pay for exempt bargaining unit employees at the rate of one and one-half (1½) times the equivalent of the eligible employee's hourly rate of pay for actual hours worked in excess of forty hours in the employee's regular work week. In no case shall the exempt employee be entitled to more pay than is reimbursed by the outside agency.

Section 5. Group Health and Welfare Benefits

5.1. Medical Benefits. The City shall continue to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical benefits for eligible active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees.

The City's contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by Public Employees Medical and Hospital Care Act (PEMHCA). The City's mandatory contributions shall be adjusted annually by the CalPERS board to reflect any

change in the medical care component of the Consumer Price Index and rounded to the nearest dollar.

For the purpose of this section, a dependent is defined as a person who satisfies the definition of dependent in the CalPERS medical plan in which the employee is enrolled. Such dependents must also be enrolled in and covered by the plan. The eligible employee, retiree, or survivor shall be responsible for making any additional contributions needed to pay for this benefit as agreed upon in this Pay and Benefits Plan.

CalPERS may change carriers and plans; the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this section so long as the City contracts for benefits with CalPERS for medical insurance benefits.

5.2. Section 125 Cafeteria Plan. The Employer shall provide a contribution to the Section 125 Cafeteria Plan for each full-time active employee in regular or probationary status enrolled in one of the CalPERS medical insurance plans offered by the Employer.

The Employer Contribution. The Employer shall provide a contribution to the flexible benefits plan (Section 125 Cafeteria Plan) for each full-time active employee in regular or probationary status enrolled in one of the CalPERS medical insurance plans offered by the Employer.

Effective calendar year 2024, the Employer will pay 90% of the selected plan premium, which includes the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by Public Employees Medical and Hospital Care Act (PEMHCA).

Additional Employee Contributions. The employee will pay 10% of the selected plan premium which shall be withheld from the employee's salary by the Employer on a pretax basis.

5.3. Medical In-Lieu/Alternate Benefit. Employees shall be allowed an opportunity to select certain options as alternatives to those benefits listed in Section 5 of this Memorandum of Understanding under the following terms.

Eligibility for receipt of alternative benefits is restricted to those employees for whom no Employer contribution is made towards premiums for group medical insurance because of coverage said employees have from a source other than the Employer. Written proof of said coverage is required by the Employer.

Employer Contribution. The Employer 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 medical-in-lieu/alternate benefits.

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

1. A supplement to the employee's monthly salary. State and Federal taxes will be withheld on any monies applied to this option.
2. 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.

5.4. Dental Benefits. The Employer shall purchase and pay the full cost of coverage for employee and eligible dependent up to the family level.

The Employer reserves the right to provide dental care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing dental care benefits for employees; or through a program of self-insurance.

5.5. Vision Care. The Employer shall pay the full cost of coverage for employee and eligible dependent up to the family level under the Vision Service Plan (VSP).

The Employer reserves the right to provide vision care benefits under a plan or through a carrier of its choice. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing vision care benefits for employees; or through a program of self-insurance.

5.6. Life Insurance. The Employer shall pay the entire cost of providing each regular and probationary full-time employee with group term life insurance equal to the individual's annual base salary (rounded to the next highest \$1,000). This policy will include Accidental Death & Dismemberment coverage, and the right of conversion at the time of termination from employment to a form of permanent coverage without medical restrictions, to the extent allowable by the insurance carrier and the law. The payment for such converted coverage shall be the sole responsibility of the individual electing such coverage.

5.7 Flexible Spending (FSA) and Dependent Care (DCAP) Accounts. The Employer agrees to allow employees to designate a specific amount of salary, consistent with applicable public law, to be redirected each month to pay for Health Care and Dependent care costs on a pre-tax basis. The Employer will reimburse such employee on a monthly basis for health care and dependent care from such redirected funds, upon presentation to the designated third-party administrator of a claim and receipt for services rendered. Any unused funds will be administered in accordance with applicable Federal law.

Federal law limits the circumstances under which an employee may elect benefits and change an election under the Flexible Benefits Plan.

5.8 Reservation of Rights. The Employer reserves the right to provide medical, dental or vision care benefits under a program other than that offered through the CalPERS or other existing benefit arrangements at any time during the term of this Plan. Alternate coverage may be provided through a consortium of public agencies or private employers which may be formed for the purpose of providing medical, dental and vision care benefits for employees; or through a program of self-insurance.

5.9 Health Care Legislation. In the event that either the State of California or the federal government produces legislation which requires a change in the benefits provided under this Plan, or imposes an employee or an employer contribution requirement toward the cost of such benefits, the Employer shall have the right to adjust its contributions so that its total contribution is no greater than is required under this Plan and shall have a duty to provide any benefits lost through such legislation through a supplemental health plan. In the event that the cost of such additional benefits exceeds the total Employer contribution required by this Plan, employees will be informed of alternative plan design which conforms with the legislation and any necessary adjustments in contribution levels for both the Employer and the employees covered hereunder.

5.10 Retired Employees Health Benefits. The City shall contribute the following amounts each month on behalf of each eligible retired employee (employees who retired prior to January 1, 1981, are eligible for medical benefits only. Employees who retired between January 1, 1981, and January 1, 1984, inclusive are eligible for Medical and Dental benefits only. Employees who retire after January 1, 1984, are eligible for medical, dental and vision care benefits) for the purpose of providing medical insurance benefits, dental benefits, and vision care benefits for said retired employees and their eligible dependents:

	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>
Retiree	\$ 182.75	\$ 21.57	\$ 5.00
Retiree + One Dependent	\$ 352.75	\$ 40.15	\$ 8.68
Retiree + Two or more Dependents	\$ 463.25	\$ 56.69	\$ 8.68

The City's medical contribution described above includes the PEMHCA statutory minimum employer contribution requirement.

Retired employees who qualify for the Federal Government Medicare Benefits are eligible for Medicare Supplemental coverage only and may not elect any other medical insurance benefit. They remain eligible for dental and vision care benefits as provided herein.

Eligible employees are those who have passed probation, who retire from the City of Emeryville for service or disability, and who have a minimum of five (5) years CalPERS service credit. Additionally, to be eligible for this benefit, the employee's effective date of retirement must occur within one hundred twenty (120) days of the effective date of his separation from employment with the City of Emeryville and they must be enrolled

in a medical, dental and vision care plan offered by the City of Emeryville. The surviving spouse of a retired employee who qualifies to receive these benefits is also entitled to receive the benefits in the event a) they were designated by the employee prior to the employee's retirement, to receive a survivor benefit under the California Public Employees' Retirement System (CalPERS) plan, and b) they are receiving said survivor benefit, and c) they are a member of a medical, dental and vision plan offered by the City of Emeryville. In the event a retired employee has designated more than one survivor who satisfies the above criteria, benefit payments made pursuant to this Section shall not exceed the monthly amount recited above for all such eligible survivors of the employee.

5.11 Long Term Disability Insurance. The Employer shall provide, at no cost to full-time active regular employees, long-term disability (LTD) insurance with a benefit of 60% of the employee's monthly salary, up to a benefit cap of \$10,000 per month, less any other income.

5.12 Employee Assistance Program. Employees are eligible to participate in a free, confidential counseling and referral service designed to help them or members of their immediate household resolve personal problems that may be interfering with work and home life. The plan provides a set number of visits per year, at no cost to the employee or eligible family members.

5.13 Chiropractic Care. The City shall maintain a self-insured chiropractic benefit of two hundred fifty dollars (\$250.00) for verified employee chiropractic services.

5.14 Health and Wellness. Represented employees will be eligible to participate in city-sponsored activities at the Emeryville Center for Community Life at the posted Emeryville City resident rate as established, revised, and implemented from time to time at the discretion of the City Council.

Section 6. Paid Time Off

6.1 Vacation. A full-time employee shall accrue vacation leave from the date of the employee's regular appointment by the City. For the purpose of determining the amount of vacation entitlement, an employment year is defined as the period of one year from the anniversary date of such appointment by the City. Except that the City Manager has sole authorization to credit new employees for relevant California law enforcement service. Such accrual and credit may not exceed two (2) times the annual rate of accrual.

Employees hired prior to July 1, 1998:

0 to 9 years:	Fifteen (15) days per year
10 to 20 years:	Twenty (20) days per year
21+ years:	Twenty-five (25) days per year

Employees hired by the Employer after June 30, 1997, and hired by the Employer on or after July 1, 1998:

0 to 4 years:	Ten (10) days per year
5 to 10 years:	Fifteen (15) days per year
11 to 20 years:	Twenty (20) days per year
20+ years:	Twenty-five (25) days per year

An employee may use any portion of accrued vacation subject to approval of the employee's immediate supervisor.

If an employee leaves the City's employment and has unused accrued vacation time, the employee shall be compensated for the unused vacation time, at their regular hourly rate.

6.2 Sick Leave. Full-time employees shall accrue sick leave at the rate of ten (10) hours per month in pay status.

When sickness or injury exceeds two (2) consecutive working days or shifts the Department Head may require written medical verification. When such medical certificate is requested, the Department Head shall specify whether it is intended to verify the employee's illness or to release the employee to return to full duty, or both.

Payment for Unused Sick Leave. For employees hired before July 1, 2014, if the employee has completed the probationary period, voluntarily resigns from the City with at least two (2) weeks' notice of intent, is separated by the City from non-probationary status, or retires from City service, the City shall pay a portion of sick leave accrued but unused at the rate of sixty percent (60%) of up to nine hundred sixty (960) hours. The payment shall be calculated by multiplying the employee's eligible number of unused sick leave hours times the employee's hourly salary (at time of separation) less the employee's 9% CalPERS contribution.

For employees hired on or after July 1, 2014, if the employee has at least five (5) years of continuous service, voluntarily resigns from the City with at least two (2) weeks' notice of intent, is separated by the City from non-probationary status, or retires from City service, the City shall pay a portion of sick leave accrued but unused at the rate of sixty percent (60%) of up to nine hundred sixty (960) hours. The payment shall be calculated by multiplying the employee's eligible number of unused sick leave hours times the employee's hourly salary (at time of separation) less the employee's 9% CalPERS contribution.

Upon retirement from the Employer for service or disability, the City will report the remaining balance of accrued but unused sick leave to CalPERS. Public Employees' Retirement System to be converted to service credit in accordance with CalPERS contract.

An employee may use accrued sick leave for illness in the immediate family. At the City's request, the employee will provide satisfactory evidence of the facts justifying such absence.

6.3 Bereavement Leave. Time off for a death in the immediate family will be granted for up to a maximum of forty (40) hours. Reasonable proof of death may be required to qualify an employee for bereavement leave.

Bereavement leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, or for days falling outside the employee's regular work schedule.

6.4 Administrative Leave. Represented employees that are not eligible for overtime compensation may be granted up to eighty (80) hours of Administrative Leave with pay. The procedures that govern the grant and use of Administrative Leave are set forth in the Employer's Administrative Instruction Manual or the Personnel Rules.

An employee may elect in advance to cash out up to eighty (80) hours of unused administrative leave at their base rate of pay at time of payment each fiscal year. The Employer may establish and modify the timeframe and deadline for advance election of administrative leave cash out to ensure that such leave is not subject to immediate taxation as income under state or federal law at the time it is credited to the employee. Eligible employees shall have administrative leave balances automatically cashed out at the end of the fiscal year. In no event will administrative leave be carried forward to the next fiscal year.

Eligible employees may use accrued Administrative Leave with advance scheduling approval of their respective supervisor. Employees who separate from employment with the Employer shall be paid any unused administrative leave up to eighty (80) hours, upon separation.

Definition of Immediate Family. Immediate family is defined as employee's parents, grandparents, spouse, domestic partner, children, brother, sister, foster child, ward of the court, legal guardian, grandchildren, parents of employee's spouse, any person living in employee's household as a family member.

6.5 Holidays. The following holidays shall be observed by the Employer with respect to all bargaining unit members. The Employer's offices will be closed on these days except as otherwise provided by the department head.

- New Years' Day (January 1)
- Martin Luther King, Jr. Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- *Juneteenth (June 19)
- Independence Day (July 4)

- Labor Day (1st Monday in September)
- Indigenous Peoples' Day (2nd Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving
- *Christmas Eve (December 24)
- Christmas Day (December 25)
- *New Year's Eve (December 31)

*Effective fiscal year 2024-2025.

6.6 Floating Holidays. Effective fiscal year 2023-2024 only, eligible employees shall be granted two (2) floating holidays (sixteen hours) each fiscal year on the first day of the first pay period beginning on or after July 1 of the respective year.

Employees shall be granted one (1) additional floating holiday (eight hours) each fiscal year on the first day of the first pay period beginning on or after July 1 of the respective year. This additional floating holiday may only be used on the day before Thanksgiving, Christmas Eve or New Year's Eve and may be taken in ½ day increments prorated based on the number of hours in the employee's normal work week. In instances where an employee is required to work or if the specific days mentioned above fall on their regular day off, the Employer's Administrative Instruction 1114 shall govern the terms and manner of holiday observance and compensation.

Section 7. Retirement

7.1 CalPERS. Except as provided in subsection 7.2 and 7.3 of this section, the Employer will contract with the California Public Employee Retirement System (CalPERS) for the 3% at Age 55 pension benefit formula for eligible employees covered by this Memorandum of Understanding who are employed in classifications deemed eligible by CalPERS to participate in the CalPERS "miscellaneous" pension benefit system.

7.2 Except as provided in this subsection 7.2, the Employer will contract with the relevant entity (e.g., CalPERS) to provide eligible police management employees covered by this Memorandum of Understanding who are employed in classifications deemed eligible by CalPERS for CalPERS "safety" benefit plan participation with the same pension formula applicable to Police Officers (in the case of police management personnel). If benefits are modified for Police Officers for employees hired after a specified date(s), Police managers in the bargaining unit hired after such modification takes effect shall be subject to such modified benefit formula or other affected pension benefit provisions.

7.3 Employees hired on or after January 1, 2012, into a classification deemed eligible by CalPERS eligible for CalPERS "safety" pension benefit plan participation shall participate in the Public Employee Retirement System under the "3% at 55" formula, with a highest average annual compensation earnable for a 12- or 36-consecutive month employment period for pension calculation.

7.4 All employees participating in the CalPERS safety pension benefit system will pay nine percent (9%) plus the five percent (5%) employee pick up for a total of fourteen percent (14%) of their pensionable compensation toward the CalPERS employee contribution, in accordance with the CalPERS contract, effective July 1, 2017. Police Managers shall make the same level of contributions as Police Officers enrolled in the CalPERS "safety" benefit plan.

7.5 Effective January 1, 2013, newly hired employees that are considered "new members" in accordance with the Public Employees' Pension Reform Act (PEPRA) will be enrolled under the CalPERS Safety Employee 2.7% @ 57 retirement formula plan (average annual pensionable compensation for a 36-consecutive month period and Level III Survivor Benefits plan), in accordance with applicable law and PEPRA. Employees enrolled in the 2.7% @ 57 shall contribute to the CalPERS each pay period in accordance with the PEPRA provisions. Government Code Section 7522.10 of the PEPRA law provides the authority for the earnings limit for all PEPRA members.

7.6 PARS. Public Agency Retirement System. Effective July 1, 2019 the City will maintain a contract with the Public Agency Retirement System ("PARS") whereby retiring employees who were formerly members of the Emeryville Police Officer Association bargaining unit, hired before the effective date of the second tier CalPERS formula the City adopted pursuant to section 8.2 above, will be eligible for a supplemental pension benefit that, in combination with their CalPERS "3% @ 55" benefit will provide them with a total lifetime benefit that equals three percent (3%) of their highest year's pensionable compensation at age 50 (up to a maximum benefit equal to 90% of those wages). The PARS supplemental pension benefit includes a two percent (2%) compounding annual cost of living increase on the anniversary date of the employee's retirement. Subject to any modification that the City and Association may hereafter negotiate, vesting in and eligibility to receive this supplemental benefit will not occur until and unless the employee simultaneously retires from the City through CalPERS and PARS with at least fifteen (15) years of City service at or after age 50. The PARS benefit provided under this section shall only be payable for periods that the employee remains simultaneously retired under CalPERS.

The City shall determine the investment mix for its PARS benefit fund, within the range of options offered through PARS.

An updated actuarial study of the cost of the PARS benefit shall be performed each year, with adjustments to occur the following July 1. PARS shall select the actuary to perform such studies. All documents transmitted between PARS and the City pertaining to such study shall be copied to EPMA. The actuarial methodology employed shall be substantially the same as that used in the study performed prior to the final agreement reached between the parties to provide this benefit. The parties acknowledge that the assumptions included a seven percent (7%) rate or return on investment, a twenty (20) year amortization period for unfunded liability, and a payroll growth rate of 3.25% per year. However, pursuant to the recommendations of the actuary retained by PARS, reasonable variations or changes in methods and assumptions may be implemented by the City to reflect the recommended actuarial practices, changes in actual and expected

rates of return on investment, salary growth rate, retirement behavior, unit demographics, etc. The City shall promptly notify the affected labor groups of any recommended changes in assumptions or methodology and, on request within seven (7) days of such notice, meet with EPMA to discuss the changes before they take effect.

If the actuarially determined contribution necessary to fully fund the PARS benefit provided herein exceeds four and one-half percent (4.5%) of CalPERS-able pay, the excess shall be offset by a uniform reduction of the wage schedule until the excess no longer exists.

If state law is hereafter modified to mandate CalPERS Safety benefit or contribution changes for bargaining unit members who are subject to the PEPRA 2.7% at age 57 Safety benefit formula, such modification will take effect at the time and in the manner specified by law. If changes in benefits or contributions are adopted by the City for other CalPERS Safety benefit members who are subject to the PEPRA 2.7% at age 57 Safety benefit formula, but who are not in the bargaining unit, such changes shall also take effect at the same time for members of the bargaining unit insofar as practicable.

7.7 Deferred Compensation (457B) Contribution. Effective July 1, 2019, eligible employees thereafter shall have deposited into their 457 Deferred Compensation account a flat amount of twenty-five dollars (\$25) in the first full pay period following each full month of employment. To be eligible for the City contribution, a bargaining unit member must be enrolled in the City 457 Deferred Compensation Plan on the date of payment and must have been in a paid status for all of the month prior to the date of payment.

Section 8. Employee Status

Regular full-time employees in positions in non-at will classifications shall serve a twelve (12) month probationary period in each such classification to which they are appointed and may be terminated during such probationary period at the discretion of the Employer. The Employer may, at its option, extend the probationary period by three (3) months. After successful passage of such probationary period, disciplinary action or termination of such employee shall be subject to the conditions set forth in the Employer's Personnel Rules for non-at will employees. If a non-at will employee believes that discipline against or discharge of the employee violates the Employer's Personnel rules governing discipline or discharge or any provision of this Memorandum of Understanding such action may be appealed exclusively through the grievance procedures set forth herein.

Section 9. Layoff, Bumping and Recall

Those employees in at-will status, as determined by the Employer pursuant to the Employer's Personnel Rules, have no rights under this Memorandum of Understanding or Employer's Personnel Rules with respect to layoff, any bumping or other placement following layoff, or recall. Other bargaining unit members shall have those bumping rights provided by and subject to the terms of the Employer's Personnel Rules. However, such employees may not bump into any position in which they have not

passed probation within the two years preceding the effective date of layoff. Further, the Employer may exempt an employee from layoff or bumping, notwithstanding the superior seniority of other employees, based on the Employer's determination of its needs for special skills or performance capability.

Section 10. Strikes and Lockouts

Employees represented by the EPMA shall not engage in any illegal strike, walkout, work stoppage, slow down or other interference with the conduct of City operation. Any employee engaged in such activity which is illegal may be subject to disciplinary action. The City shall not engage in any illegal lockout of employees covered by this agreement.

Section 11. Miscellaneous

11.1 Performance evaluations. Performance evaluations will be conducted as provided by the Employer's Personnel Rules. Evaluations of employee performance are not subject to the grievance procedure.

11.2 General Work Schedules. Work schedules for each position shall be established by the Department Head who may change such schedules from time to time based on the needs of departmental operations.

11.3 Flexible Work Schedules. Flexible schedule requests will be administered in accordance with Administrative Instruction 1125.

11.4 Successor Negotiations. Negotiations for a successor to this MOU shall begin no later than ninety (90) days before the termination date of this MOU. Each party will notify the other of their respective designated chief spokesperson at least fourteen (14) days in advance of the initial meeting date agreed upon by the parties, and of changes thereafter as they occur.

The Employer will release from scheduled duty up to three employees selected by the Association to participate in negotiations. Such release from duty will be paid to the extent required by law. Participation in negotiations does not release any employee from their normal work responsibilities or in situations requiring immediate attention.

Section 12. Savings Clause

If any provision of this Agreement should be held invalid, or restrained by law, or nullified by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. Further, the parties to this Agreement shall meet and confer in good faith for the sole purpose of negotiating a mutually agreed upon substitute provision.

Section 13. Duration/Term of Agreement

This Memorandum of Understanding will remain in full force and effect from the date it is ratified and adopted by the Employer through June 30, 2026.

Done this day, October 4th, 2023.

For the Employer:

DocuSigned by:
Paul Buddenhagen 10/12/2023
4D94704CBF29476...
Paul Buddenhagen, City Manager

DocuSigned by:
Lilybell Nakamura 10/06/2023
64198C8D3E19465...
Lilybell Nakamura, Human Resources Director

DocuSigned by:
Pedro Jimenez 10/12/2023
52E50B02CB32478...
Pedro Jimenez, Assistant City Manager

DocuSigned by:
Gregory Ramirez 10/15/2023
95A1D80680B7416...
Gregory Ramirez, Chief Negotiator

For the Association:

DocuSigned by:
Oliver Collins 10/08/2023
3365E02F7F92472...
Oliver Collins, President

DocuSigned by:
Lieutenant Robert Alton 10/09/2023
590E1A81807A40F...
Robert Alton, Vice- President

DocuSigned by:
Frederick Dauer 10/12/2023
3B342C2B0D6E4A7...
Fred Dauer, Secretary/Treasurer

Approved as to Form:

DocuSigned by:
John Kennedy 10/06/2023
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John Kennedy, City Attorney/Legal Counsel

APPENDIX A – MONTHLY WAGE SCHEDULE

Effective October 16, 2023					
Step	A	B	C	D	E
Lieutenant	-	-	14,245	15,352	16,459
Captain	-	-	16,112	17,514	18,916

Effective first full pay period in July 2024					
Step	A	B	C	D	E
Lieutenant	-	-	14,958	16,120	17,282
Captain	-	-	16,918	18,390	19,862

Effective first full pay period in July 2025					
Step	A	B	C	D	E
Lieutenant	-	-	15,705	16,926	18,146
Captain	-	-	17,764	19,309	20,855

Side Letter Agreement between The City of Emeryville and Police Management Association

Pursuant to the provisions of the Meyers-Milias Brown Act (“MMBA”), this Side Letter of Agreement (the “Side Letter Agreement”) is entered into on October 4, 2023 between the City of Emeryville (“City”) and the City of Emeryville Police Management Association (“PMA”) (collectively “Parties” or individually “Party”). The purpose of this Side Letter Agreement is to implement dues deductions for PMA members as soon as practical.

It is understood and agreed that the provisions contained in this Side Letter Agreement are intended to apply only until such time that the parties enter into a full memorandum of understanding to include language regarding dues deductions.

The City and the PMA have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of the Side Letter Agreement and its implementation and agree to the following:

Section 1: Recognition

Pursuant to the MMBA and applicable City rules and regulations, the PMA is certified as an employee organization and has been recognized as the exclusive representative of the bargaining unit comprised of City employees in the classifications Lieutenant and Captain.

Section 2: PMA Dues

- a. All employees within the bargaining unit identified in Section 1 of this Side Letter Agreement may voluntarily join the PMA and pay dues, initiation fees, and general assessments as set by the PMA (hereinafter “payroll deductions”).
- b. It is understood that all bargaining unit members who decline to join the PMA may forego certain benefits exclusively provided via the PMA and its members.
- c. The City agrees to deduct the payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form. The PMA will provide the City a Certified Written Member List showing employees who have voluntarily executed a dues deduction form. All sums deducted by the City shall be remitted to the PMA in an expedient manner after such deductions are made. The City shall also promptly provide the PMA with a list of names of each employee for whom a deduction was made and the amount of said deduction.
- d. If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the PMA. Any such dues revocation or cancellation shall only be effective when submitted by the PMA directly to the City and is subject to the terms and conditions as set forth in the original payroll deduction/authorization and the PMA’s Bylaws.
- e. The City shall make payroll deductions in reliance on the PMA’s certification certifying that the PMA has and will maintain an authorization, signed by each member employee who affirmatively consents to pay PMA membership dues. Similarly, the City shall only cancel or modify any membership dues or any other

mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the PMA.

- f. The employer shall not be liable to the Association, employees or any party by reason of the requirements of this side letter for the remittance or payment of any sum other than those constituting actual deductions made from employee wages earned. The Association shall save City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the City pursuant to this Side Letter Agreement.

Dated this 4th day of October 2023.

For the City:

DocuSigned by:

Paul Buddenhagen

4D94404CBF29476...

Paul Buddenhagen, City Manager

DocuSigned by:

Lilybell Nakamura

64198C8D3E19465...

Lilybell Nakamura, Human Resources Director

DocuSigned by:

Pedro Jimenez

52E50B02CB32478...

Pedro Jimenez, Assistant City Manager

For the Association:

DocuSigned by:

Oliver Collins

3365E62F7F92472...

Oliver Collins, Captain

DocuSigned by:

Frederick Dauer

3B342C2B0D6E4A7...

Fred Dauer, Lieutenant

DocuSigned by:

Lieutenant Robert Alton

590E1A81807A40F...

Robert Alton, Lieutenant

Approved as to Form:

DocuSigned by:

John Kennedy

2C934D02DB55467...

John Kennedy, City Attorney/Legal Counsel