

**COMPREHENSIVE TENTATIVE AGREEMENT:
SEIU Local 1021/CSU-PTRLA
City of Berkeley
November 18, 2024**

The following is a tentative agreement between the parties listed above. This agreement is subject to approval by the Berkeley City Council and ratification by the members of SEIU Local 1021/CSU-PTRLA ("Union"). Upon a majority vote of the Union membership, the parties agree to memorialize the terms of this tentative agreement into language for a successor MOU, including all clean-up proposals. Once the language has been finalized, the parties will present an updated MOU with the terms contained in this tentative agreement to City Council for adoption. If the parties cannot agree on the language in the successor MOU, this tentative agreement will be null and void.

The following is a summary of the City's proposals and responses to Union proposals that constitute this Tentative Agreement. Except as expressly set forth herein, all proposals of both parties are hereby withdrawn.

A. Tentative Agreements

- ✓ 1. CP 1 – Bereavement Leave
- ✓ 2. CP 3 – MOU Cleanup
- ✓ 3. CP 4 – MOU Discipline Cleanup
- ✓ 4. CP 5 – Living Wage
- ✓ 5. CP 6 – Duration
- ✓ 6. CP 8 – Substance Abuse Counselor Differential
- ✓ 7. CP 9 – MOU Cleanup Part 2
- ✓ 8. CP 10 – Legislative Aides
- ✓ 9. City Counter to UP 1/CP 7 – Rec Activity Leader Salary Steps (as proposed 8/19/2024)
- ✓ 10. City Counter to UP 2 – Part Time Employees & Pro-Rated Benefits (as proposed 10/15/24)
- ✓ 11. City Counter to UP 3 – Holidays (as proposed 11/18/24)
- ✓ 12. City Counter to UP 4 – Public Health Equity Adjustments (as proposed 11/4/24)
- ✓ 13. City Counter to UP 5 v2 – Sports Field Monitors
- ✓ 14. City Counter to UP 7 – Hazard Pay (as proposed 11/1/24)
- ✓ 15. City Counter to UP 11 v4 – Bilingual Pay
- ✓ 16. City Counter to UP 14 v2 – Sabbatical Leave
- ✓ 17. City Counter to UP 15 v2 – Cancer Screening Leave
- ✓ 18. City Counter to UP 20 – Vision (as proposed 11/18/24)
- ✓ 19. UP 21 v3 – Equity Studies (as proposed 10/22/24)
- ✓ 20. City Counter to UP 22 v2 – No Discrimination
- ✓ 21. City Counter to UP 23 – Union Member Leave
- ✓ 22. City Counter to UP 24 v3 – Training Differential (as proposed 10/28/24)
- ✓ 23. City Counter to UP 25 v3 – Library Supervisor in Charge (as proposed 11/1/24)
- ✓ 24. City Counter to UP 26 v2 – Longevity Pay
- ✓ 25. City Counter to UP 29 – Info Systems Specialist
- ✓ 26. UP 30 v3 – Protective Clothing and Shoes (as proposed by Union on 10/22/24)

- ✓ 27. City Counter to UP 34 – Payroll Errors
- ✓ 28. UP 38 – New Hire Info (MOU Copies)
- ✓ 29. City Counter to UP 39 v2 – Desk Audits
- ✓ 30. City Counter to UP 41 – Minimum Wage and Equity Adjustments (as proposed 10/28/24)
- ✓ 31. UP 44 v2 – Arbitration Selection (as proposed by Union on 10/28/24)
- ✓ 32. City Counter to UP 47 v2 – Definition of Grievance (as proposed 11/18/2024)
- ✓ 33. City Counter to JP 2 v2 – Traumatic Leave
- ✓ 34. City Counter to JP 3 v5 – COLA Salary Rates (modified 11/18/24)
- ✓ 35. City Proposal 11 – Side Letter Resolving All Pending ULPs and Grievances

Any and all proposals by either party not specifically referenced herein are hereby withdrawn.

Tentative Agreement



Jonathan Holtzman

Date: 11/18/24



Nato Green

Date: 11/18/24



Aram Kouyoumdjian

Date:

11/18/24



Allison Riemer

Date: 11/18/24



Julio Corral

Date: 11/18/24

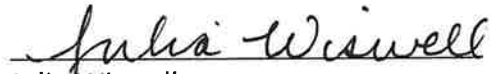


Jose Guerrero

Date: 11/18/24

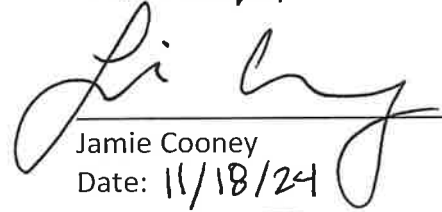
Arcata Griffin

Date:



Julia Wiswell

Date: 11/18/24



Jamie Cooney

Date: 11/18/24



Danielle Hall

Date: 11-18-2024



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

INTERNAL

CITY PROPOSAL #1 – 8/12/2024

SECTION 21: BEREAVEMENT LEAVE

21.1 Benefit and Covered Individuals

In the case of death within the immediate family of an employee, the employee shall be entitled to remain absent from duty with pay in order to grieve the passing of a loved one, for a period not to exceed ~~three (3)~~ five (5) working days, Three (3) working days shall be with pay. Two (2) working days shall be unpaid except that an employee may use available, accrued sick leave, vacation, or compensatory time, for two (2) working days or, in the case of attending a service outside the State of California, for a period not exceeding all five (5) working days shall be with pay. Bereavement leave need not be taken in consecutive days but shall be taken within twenty (20) days three (3) months of the death of the immediate family member. The immediate family of an employee, for the purpose of this Section, shall be defined as: spouse, domestic partner, child, child-in-law, step-child, child of the domestic partner, foster child, parent, parent-in-law, or parent of domestic partner, sibling, step-sibling, sibling-in-law, grandparent, grandparent-in-law, or grandparent of domestic partner, mother in-law, father in-law, brother in-law, sister in-law, son in-law, daughter in-law, grandchildren, aunt, uncle, any relative living in the immediate household of the employee, or any other person sharing the relationship of in loco parentis, or dependent.

Except as provided above, bereavement Leave shall not be charged against vacation or sick leave to which an employee may be entitled, but shall be in addition thereto. Employees may request, and the City will make reasonable efforts to accommodate requests, for employees to supplement bereavement leave by using accrued vacation, compensatory time, or floating holiday. All accrued leave (and/or sick leave, if applicable) shall be utilized prior to taking a leave of absence without pay.

In special cases, with the approval of the Department Head, the City Manager or in the Library, the Director of Library Services may grant a death leave to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family. This leave shall not be unreasonably denied.

In order to be eligible for Bereavement Leave as noted above, employees are required to complete and submit the City of Berkeley Bereavement Leave Statement as provided in the City policy. Employees shall not be required to provide an obituary.


21.2 Bereavement Leave for Part-Time Employees

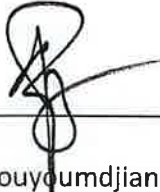
An employee working on a part-time basis shall be entitled to use bereavement leave only on a pro rata basis.


INTERNAL

CITY PROPOSAL #1 – 8/12/2024

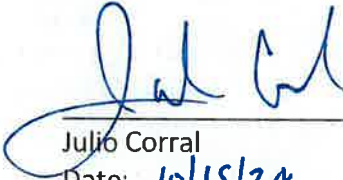
Tentative Agreement


DocuSigned by:

 Jonathan Holtzman
 Date: 10/18/2024


 Aram Kouyoumdjian
 Date: 10/15/24



 Nato Green
 Date: 10/18/24

 Allison Riemer
 Date:


 Julio Corral
 Date: 10/15/24

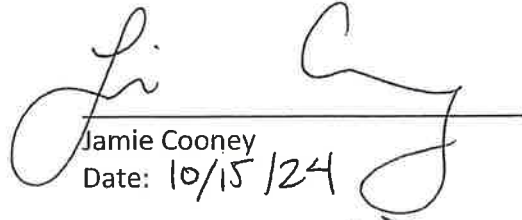

 Jose Guerrero
 Date: 10/15/24

 Arcata Griffin
 Date:



 Julia Wiswell
 Date: 10/16/24

INTERNAL

CITY PROPOSAL #1 – 8/12/2024




Jamie Cooney
Date: 10/15/24



Danielle Hall
Date: 10/16/2024

Nico Ledwith
Date:



Christina Rea
Date: 10/15/24

CITY PROPOSAL #3 – 9/09/2024

Note: The following is a proposal to clean up various sections of the Memorandum of Understanding (MOU). It is without prejudice to substantive proposals involving the same sections of the MOU.

SECTION 7: FINALITY OF RECOMMENDATIONS

The recommendations set forth herein are final. No changes or modifications shall be offered, urged, or otherwise presented by the union or the City Manager prior to July 27, 2020; provided, however, that nothing herein shall prevent the parties to this Agreement from meeting and conferring and making modifications herein by mutual consent.

7.1 Limited Reopener

~~If during the fiscal year 2020-2021 the City reaches agreement with another bargaining unit or extends to unrepresented employees to confer an across-the-board Cost of Living Adjustment (COLA) increase and/or an additional City contribution towards medical premiums, the City agrees to a limited reopener to meet and confer with SEIU on these increases.~~

9.13.2 Certified Access Specialist (CASp) Certificate for Senior Building Plans Examiner, Building Plans Examiner, Senior Building Inspector, Building Inspector (Certified) and Building Inspector: An employee in the classifications of Senior Building Plans Examiner, Building Plans Examiner, Senior Building Inspector, Building Inspector (Certified), or Building Inspector, who possesses and maintains a CASp Certificate, shall receive a differential to base salary of three percent (3%) under this section. The differential provided under this section shall not be subject to the maximum differential to base salary as provided in Section 9.13.3 below.

9.14 Supervising Library Assistant

~~Effective the first full pay period following SEIU Local 1021 CSU & PTRLA ratification and Council approval of this MOU on its regular agenda in accordance with Brown Act, Step E of the Supervising Library Assistant classification shall be increased by zero percent (0%).~~

CITY PROPOSAL #3 – 9/09/2024

~~9.15 Senior Permit Specialist~~

~~Effective the first full pay period following SEIU Local 1021 CSU & PTRLA ratification and Council approval of this MOU on its regular agenda in accordance with Brown Act, Step E of the Senior Permit Specialist classification shall be increased by zero percent (0%).~~

~~9.17 Effective the first full pay period after Union ratification and Council approval at its regular meeting the hourly salaries for the classifications of Library Page and Sports Monitors will be increased to \$18.00 per hour and remain at \$18.00 per hour for the duration of the contract.~~

10.7 Working in Higher Classification

The Department Heads will work all employees within their career classification. The departments may assign an employee to work temporarily in a higher classification. Such assignments shall be in writing and shall indicate the reasons, length and duties of the assignment. Assignments over one week shall be approved in advance by the City Manager, the Executive Director of the Rent Board, Director of Library Services, or their designees. To be eligible for temporary assignment to a higher classification, the employee must work a minimum of one day, meet all of the minimum qualifications, and perform the duties of the higher classification. Employees meeting these requirements will be compensated at the lowest step of the higher classification which provides at least a five percent (5%) increase in salary. Excluded from this provision are all employees whose job classifications regularly include assuming administrative and/or supervisory responsibilities in the absence of another, e.g. Assistant Department Heads.

17.2 Vacation Approval

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the service. Wherever practical, employees in Units G-1, G-3, L, and

CITY PROPOSAL #3 – 9/09/2024

R-1 working in the same classifications within a division shall be given preference of vacation time by seniority. If the City cannot allow the vacation that the employee requested, the employee, with the Department Head's approval (if the service permits), may take vacation at another mutually agreed upon time during the same calendar year. If the requirements of the service are such that a Department Head cannot permit an employee within the department to take an annual vacation leave, or any part of such leave within a particular calendar year, the City Manager, the Executive Director of the Rent Board, or the City Manager/Director of Library Services may permit the employee to take the deferred vacation during the following year.

18.2.1 Additional Floating Holidays

~~For employees who were required to remain in the workplace from March 17, 2020—June 1, 2020, the City will provide 8 hours of floating holidays for every 40 hours of regularly scheduled hours worked in the workplace up to a maximum of 32 hours of floating holiday. The City will credit these floating holiday hours in the first full pay period after adoption of the MOU. The following classifications which, due to the nature of the assignment, require backfill, employees will be paid a stipend in the amount of the earned floating holiday hours up to a maximum of 32 hours the first full pay period in August 2020:~~

~~Solid Waste Drivers, Solid Waste Workers, Long Haul Drivers, Community Services Officer, Public Safety Dispatchers I/II, and Supervising Public Safety Dispatchers.~~

~~City will use a specific pay code for these additional floating holiday hours that will be available until June 30, 2021. These additional 32 hours of floating holiday shall have no cash value and may not be used towards CalPERS retirement service credit as outlined in section 47.8.5 of the CSU MOU.~~

CITY PROPOSAL #3 – 9/09/2024

~~19.13 Additional City Emergency Paid Sick Leave Allocation~~

~~The City shall provide an additional 80 hours of emergency paid sick leave to be used for COVID-19 related reasons as listed in the Emergency Paid Sick Leave Act. Part-time employees receive a prorated number of hours. In order to use this additional City emergency paid sick leave, the employee must first exhaust all hours that they received under the Emergency Paid Sick Leave Act. The City will use a specific pay code for this additional emergency paid sick leave and these additional hours will be available until June 30, 2021. These additional 80 emergency paid sick leave hours shall have no cash value and may not be used towards any CalPERS retirement service credit as outline outlined in section 47.8.5.~~

24.1 Approval

Upon request of the employee, a Department Head may grant ~~to~~ an employee within ~~his/her~~ their department leave of absence without pay for a period not to exceed thirty (30) working days. No leave without pay shall be granted for more than thirty (30) working days except upon the written request of an employee and approval of the City Manager or ~~his or her~~ their designated representative, the Executive Director of the Rent Board, or Director of Library Services for Library employees. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for discipline up to and including discharge.

28.10 Flexible Spending Account

The City shall establish an Internal Revenue Code Section 125 Flexible Spending Account that allows an employee to elect pre-tax deductions from salary for the purpose of paying allowable medical expenses. ~~Such plan shall be established no later than November 1, 2008.~~


~~28.10.1 The City will reimburse the affected CSU employees who were unable to roll over their FSA and Dependent Care balances for Calendar Year 2020 as part of a settlement agreement to ensure that the employees receive the full employee contribution forfeited.~~

CITY PROPOSAL #3 – 9/09/2024

Tentative Agreement



Jonathan Holtzman
Date:

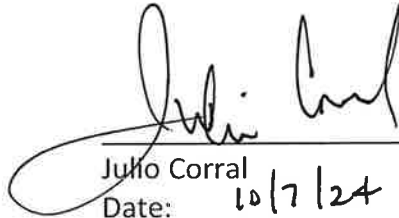


Nato Green
Date: 10/7/24



Aram Kouyoumdjian
Date: 10/7/24

Allison Riemer
Date:



Julio Corral
Date: 10/7/24



Jose Guerrero
Date: 10/07/24

Arcata Griffin
Date:



Julia Wiswell
Date: 10/7/24

CITY PROPOSAL #3 – 9/09/2024

Jamie Cooney

Date:



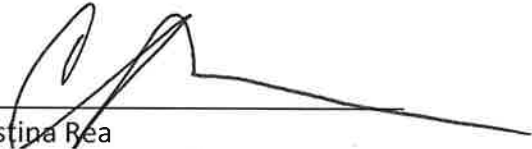
Danielle Hall

Date: 10-7-2024



Nico Ledwith

Date: 10/7/24



Christina Rea

Date: 10/7/24

Tentative Agreement - CITY PROPOSAL #4

Note: The following is a proposal to clean up various sections of the Memorandum of Understanding (MOU). It is without prejudice to substantive proposals involving the same sections of the MOU.

39.6 Discharge

An employee may be discharged at any time by the City Manager or the Director of Library Services for employees of the Library, or the Executive Director of the Rent Board for employees of the Rent Board. If the probationary period has been completed, then such discharge must be for just cause. Any employee who has been discharged shall be entitled to receive a written statement of the reasons for such action. Said written statement shall be provided simultaneously to the Union.

39.8.3 Disciplinary Process: STEP 1 – Department Director

39.8.3.1 Skelly Conference: The Department Director (or his or her their designee) or for Library employees, the Deputy Director of Library Services (or his or her their designee) or for Rent Board employees, the Executive Director (or their designee), shall meet with the employee and his or her their Union representative, or the affected employee may choose to make an appeal in written form.

The Skelly conference is the employee's opportunity to present his or her their side of the story. The Department Director or his or her their designee shall issue a Skelly decision sustaining, modifying or rejecting the discipline within ten (10) **working** days after the completion of the Skelly conference with the affected employee, or if the employee chose to make an appeal in written form, receipt of the written appeal. This shall conclude Step 1 of the Disciplinary Appeal Procedure.

For Suspensions of Three (3) Days or Less: If the employee or their Union do not appeal the decision of the Department Director or their designee resulting from Step 1, the disciplinary action shall be implemented in accordance with the provisions of Section 39.5 (Suspension) and the Disciplinary Appeal Procedure will end here.

39.8.4 Disciplinary Process: STEP 2 – Appeal of the Decision

39.8.4.1 Appeals Filed With: If the employee or his or her their Union is not satisfied with the Skelly decision in the case of suspensions of three (3) days or less, or Skelly recommendation in the case of suspension of more than three (3) days, of the Department Director or his or her their designee resulting

Tentative Agreement - CITY PROPOSAL #4

from Step 1, the employee or the Union may appeal the Skelly action rendered by the department head to the City Manager. The City Manager or ~~his or her~~ their designee shall hear the appeal. ~~In the Library, the Board of Library Trustees may designate the Director of Library Services or their designee shall hear the appeal other designee as the Discipline Appeal Officer. For the Rent Board, the Executive Director or their designee shall hear the appeal.~~

~~**For Suspensions of Three (3) Days or Less:** If the employee or his or her Union do not appeal the decision of the Department Director or his or her designee resulting from Step 1, the disciplinary action shall be implemented in accordance with the provisions of Section 39.5 (Suspension) and the Disciplinary Appeal Procedure will end here.~~

~~**For Disciplinary Action of Suspensions of Greater than three (3) days or Discharge:** If the employee or ~~his or her~~ their Union do not appeal the Skelly action rendered ~~in Step 1, by the Department Director or his or her designee resulting from Step 1~~ the disciplinary actions involving suspension greater than three (3) days, salary reduction or discharge will be referred to the City Manager/Director of Library Services/Executive Director of the Rent Board for review, ~~who. The City Manager/Director of Library Services may review or modify the Skelly action rendered by the Department Director in Step 1.~~ If the City Manager/Director of Library Services/Executive Director of the Rent Board does not modify the Skelly action ~~rendered by the Department Director in Step 1~~, the Skelly action shall be implemented in accordance with the provisions of the Agreement and the Disciplinary Appeal Procedure will end here.~~

If the City Manager/Director of Library Services/Executive Director of the Rent Board contemplates modification of the Skelly action ~~rendered by the Department Director in Step 1~~, the employee and the Union union will be notified in writing of their right to a disciplinary appeal meeting with the Discipline Appeal Officer. Such notice shall be issued within ten (10) working days of receipt of the ~~Department Director Step 1~~ Skelly action. The Discipline Appeal Officer will hold a meeting and issue a decision as provided in Section 39.8.4.3 below.

Tentative Agreement - CITY PROPOSAL #4

39.8.5.2 Filing Period: Such notification of desire to go to arbitration must be filed in writing with the City Manager/Library Director/Executive Director of the Rent Board within thirty (30) days of the conclusion of Step 3 with a copy to the Director of Human Resources. Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the City Manager's response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the City Manager decision to Arbitration and the City Manager decision shall be final and binding on all parties.

Tentative Agreement



Jonathan Holtzman
Date: 11/18/24



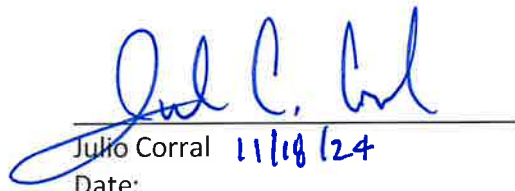
Aram Kouyoumdjian
Date: 11/18/24



Nato Green
Date: 11/18/24



Allison Riemer
Date: 11/18/24



Julio Corral 11/18/24
Date:



Jose Guerrero
Date: 11/18/24

INTERNAL

Tentative Agreement - CITY PROPOSAL #4

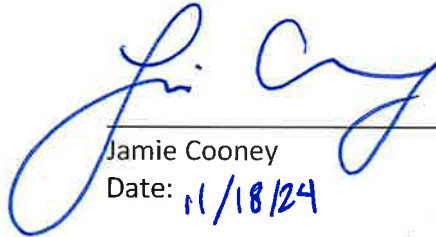
Arcata Griffin

Date:



Julia Wiswell

Date: 11/10/24



Jamie Cooney

Date: 11/18/24



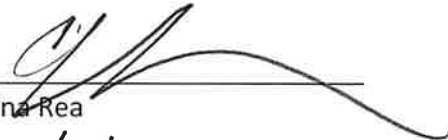
Danielle Hall

Date: 11-18-2024



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

Tentative Agreement - CITY PROPOSAL #5

SECTION 9: SALARIES

9.18 Living Wage

The City agrees to pay each of its direct employees an hourly wage of no less than ~~\$18.33 effective the first full pay period in January 2021~~ than the hourly rate with no offer of medical benefit posted per the Living Wage Ordinance. ~~The City agrees to pay each of its direct employees an hourly wage of no less than \$19.33 effective the first full pay period in June 2021.~~ If that rate increases ~~beyond \$19.33~~, as outlined in the Berkeley Municipal Code ~~effective July 2021~~, the City shall implement the increases the first full pay period in ~~September 2021 and~~ July of that year ~~1st of each year thereafter.~~

Tentative Agreement



Jonathan Holtzman

Date: 11/18/24



Nato Green

Date: 11/18/24



Aram Kouyoumdjian

Date: 11/18/24



Allison Riemer

Date: 11/18/24



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 11/18/24

INTERNAL

Tentative Agreement - CITY PROPOSAL #5

Arcata Griffin


Date:



Julia Wiswell

Julia Wiswell

Date: 11/18/24



Jamie Cooney

Jamie Cooney

Date: 11/18/24



Danielle Hall

Danielle Hall

Date: 11-18-2024



Nico Ledwith

Nico Ledwith

Date: 11/18/24



Christina Rea

Christina Rea


Date: 11/18/24

Tentative Agreement - CITY PROPOSAL #6

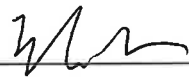
SECTION 8: DURATION

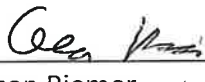
This Agreement covers the period of ~~June 27, 2024~~ June 27, 2024 through ~~June 26, 2024~~ June 26, 2027. This Agreement shall be effective after Union ratification and approval by the City Council except for those provisions which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including June 26, 2024. New negotiations shall commence no later than sixty (60) days prior to the expiration date of this Agreement. This Agreement and all its rights, obligations, terms and provisions shall expire and otherwise be fully terminated at ~~midnight~~ 11:59 PM June 26, 2024 June 26, 2027.


Tentative Agreement


Jonathan Holtzman
Date: 11/18/24


Aram Kouyoumdjian
Date: 11/18/24


Nato Green
Date: 11/19/24


Allison Riemer
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Julio Corral
Date: 11/18/24


Jose Guerrero
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INTERNAL

Tentative Agreement - CITY PROPOSAL #6

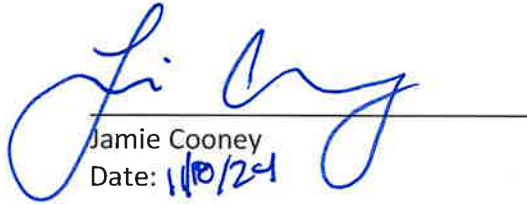
Arcata Griffin

Date:



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Date: 11/18/24



Jamie Cooney

Date: 11/18/24



Danielle Hall

Date: 11-18-2024



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

CITY PROPOSAL #8 – 9/23/2024

Section 15: PREMIUM PAY

[NEW SECTION] 15.7 Substance Abuse Counselor Differential

Effective the first full pay period after Council approval, incumbents in the Assistant Mental Health Clinician, Behavioral Health Clinician I & II, Registered Nurse, Senior Behavioral Health Clinician, and Social Services Specialist classifications who have obtained the Substance Use Disorder (SUD) certification through an agency recognized by the California Department of Health Care Services are eligible to receive a three percent (3%) pay increase upon providing proof of holding the SUD certification.

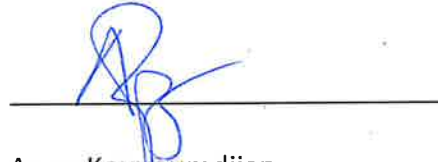
Tentative Agreement



Jonathan Holtzman
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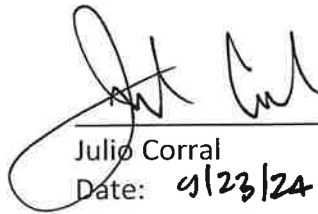


Nato Green
Date: 9/23/24



Aram Kouyoumdjian
Date: 9/23/24

Allison Reimer
Date:



Julio Corral
Date: 9/23/24



Jose Guerrero
Date:

CITY PROPOSAL #8 – 9/23/2024

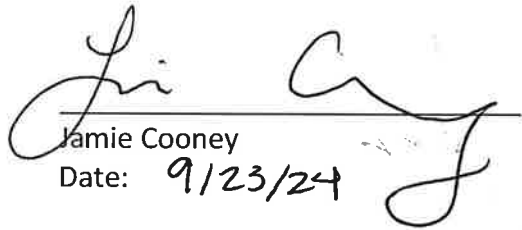
Arcata Griffin

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Julia Wiswell

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Jamie Cooney

Date: 9/23/24

Danielle Hall

Date:



Nico Ledwith

Date: 9/23/24



Christina Rea

Date: 9/23/24

CITY PROPOSAL #9 – 9/23/2024

Note: The following is a proposal to clean up various sections of the Memorandum of Understanding (MOU). It is without prejudice to substantive proposals involving the same sections of the MOU.

40.2.1 Vehicle Use and Mileage Reimbursement: The City Manager (or Director of Library Services or Executive Director of the Rent Board) shall govern the use of City-owned automotive equipment and privately-owned automotive equipment by such rules and regulations as he or she may establish. Compensation will be given in the form of a cash allowance that will be equal to the amount established by the Internal Revenue Service, and will change as necessary to comply with IRS Standard Mileage Rate. This allowance shall apply only to the use of privately-owned vehicles used on City business which has been authorized in advance by the City Manager (or Director of Library Services or Executive Director of the Rent Board).

51.10 New Members' Pension Contribution

51.10.1 New members hired on or after January 1, 2013 shall pay 50% of the normal share of costs required by PEPRA.

~~51.10.2 Effective January 1, 2017, in addition to the contribution in Section 47.10.1, New Members will contribute eight percent (8.0%) towards the City's CalPERS employer share of pension through a 20516 CalPERS amendment that allows such contributions as pre-tax via automatic payroll deduction, in exchange for the City granting the salary increase (5.58%) set forth in Section 9.1.6 of this Memorandum Agreement. Such employee deductions by the City shall be used towards the City's CalPERS required contributions.~~

~~51.10.3 The additional 8% contribution referred to in Section 47.10.2 will be reduced as follows:~~

~~FY 2021-22: 3.0% (to be effective as soon as administratively possible following adoption of successor contract by the City Council and in accordance with CalPERS requirements or the first full pay period of calendar year 2022 whichever comes first).~~

CITY PROPOSAL #9 – 9/23/2024

~~FY 2022-23: 4.0% effective July 1, 2022.~~

~~FY 2023-24: 1.0% effective July 1, 2023.~~

No change to Classic members' contributions during the contract term.

~~51.10.4 The parties recognize that the CalPERS 20516 employee contributions towards the employer rate is in addition to the required 50% of the normal cost of "New Members" benefits and made in consideration of additional salary increases in Section 9.1.6 above (5.58% salary increase in exchange for employees paying eight percent (8.0%) towards PERS pension cost).~~

~~51.10.5 If legislation is enacted and becomes effective during this agreement requiring "classic members" as defined by PEPRA to pay all of the employees' share of retirement thus requiring the discontinuation of the 20516 employee contribution towards the employer rate as described in Section 4751.9.2 above, the parties agree that as soon as possible the City shall convert the "New Members" eight percent (8.0%) contribution under the 20516 contract amendment to an equivalent payroll deduction. Such employee deductions by the City shall be used towards the City's CalPERS required contribution.~~

56.13 Layoffs for Term of MOU which Expires June 26, 2021

For the term of this Agreement ending on June 26, 2021 only, the City recognizes the important role that the employee workforce play in delivering public services; therefore, during the term of this Agreement the City agrees to not layoff any represented career employees. However, should the City determine that its expenditures exceed its revenues during the term of this Agreement, the City may notice the Union in writing and the Union shall meet and confer over one-time cost savings and the alternatives such as furloughs, union directed VTO, etc. Nothing in this section requires the City to retain positions (filled or vacant) where state, federal or grant funding has been reduced or eliminated and would require the City to backfill such positions. All other MOU provisions on Layoffs remain unchanged.

CITY PROPOSAL #9 – 9/23/2024

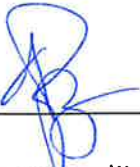
Tentative Agreement



Jonathan Holtzman
Date: 9/23/24

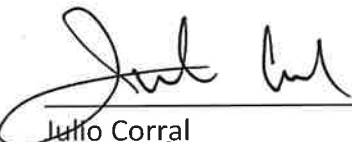


Nato Green
Date: 9/23/24



Aram Kouyoumdjian
Date: 9/23/24

Allison Reimer
Date:

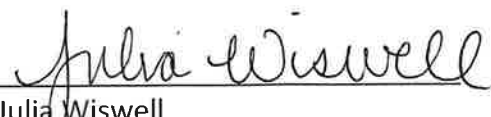


Julio Corral
Date: 9/23/24



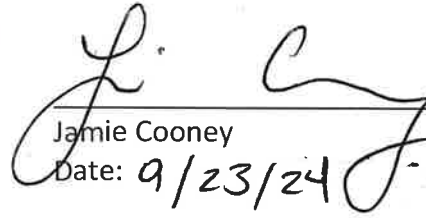
Jose Guerrero
Date:

Arcata Griffin
Date:



Julia Wiswell
Date: 9/23/24


CITY PROPOSAL #9 – 9/23/2024



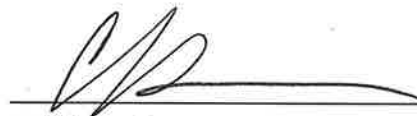
Jamie Cooney
Date: 9/23/24

9/23/24

Danielle Hall
Date:



Nico Ledwith
Date: 9/23/24



Christina Rea
Date: 9/23/24

CITY PROPOSAL #10 – 9/23/2024

Throughout the SEIU CSU MOU, all references to “Legislative Assistant” shall be updated to the new classification title “Legislative Aide”.

SECTION 28: HOSPITAL-MEDICAL AND DENTAL COVERAGE

28.1 Medical Coverage

The City shall pay for the cost of health insurance coverage for employees, spouse/domestic partner and dependents who have such coverage under any group health insurance plan authorized by the City Council, regardless of the funding source for their position. The maximum amount the City shall be required to pay for medical insurance premiums shall be the applicable Kaiser rate (i.e., single party, two party, or family) regardless of the City sponsored health plan selected by the employee. The present level of the health plan benefits described above shall be maintained at City expense.

28.1.1 Domestic Partnership Taxation: If an employee chooses to complete and submit an Affidavit of Domestic Partnership and sign up for medical benefits for his or her domestic partner, the employee may be subject to federal and state income tax withholding.

28.1.2 Part-Time Employees: Effective July 1, 2008, the City will pay 75% of the cost of the medical plan which is fully paid for full time employees for those part time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full time employees for those part time employees who work 30 or more hours per week.

28.1.3 Part-Time Employees in the Legislative **Assistant Aide** Classification Only: Part-time employees in the Legislative **Assistant Aide** classification may be eligible for retirement benefits as provided for in the CSU PTRLA SEIU MOU, Sections 27.1 (Part-Time Employees), 47 (Public Employees' Retirement System), and 48 (Public Agency Retirement System). As soon as administratively possible after Union ratification and approval by the City Council, the City will pay 75% of the cost of the medical plan which is fully paid for full time employees for those part-time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full time employees for those part-time employees who work 30 or more hours per week.

SECTION 57: LEGISLATIVE **ASSISTANTS-AIDES**

57.3 Salary **Range-Step Advancement**

~~Effective the first full pay period after Union ratification and Council approval, the following step range shall be amended as follows:~~

CITY PROPOSAL #10 – 9/23/2024

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$36.3384	\$38.1512	\$40.0670	\$42.0652	\$44.1664	\$46.3706	\$48.6984	\$51.1292

~~Effective the first full pay period after Union ratification and Council approval, at initial salary step placement current incumbents who make less than Step 1 of the new range will move to at least Step 1 of the new range. All other incumbents will move to at least the new step closest to a Legislative Assistant's current salary that represents an increase. Incumbents may be initially placed at a higher step in the step range at the discretion of the appointing authority. Thereafter, at their anniversary date, Legislative Assistants with a successful performance evaluation move to the next step. If a performance evaluation is not completed prior to a Legislative Assistant's anniversary date, the Legislative Assistant shall move to the next step. Newly hired employees in the classification of Legislative Assistant may be placed at any step of the step range at the discretion of the appointing authority. Only employees in the Legislative Assistant classification who are excluded from FLSA shall be entitled to Administrative Leave as provided for in Article 3, Section 27.~~

The salary step advancement process for Legislative Aides shall be as follows:

Legislative Aides will automatically advance one step annually – upon their anniversary date in the classification and upon receipt of a performance evaluation that meets or exceeds expectations; they will automatically advance one step annually upon their anniversary date in the classification in the absence of an evaluation, but will not have their annual step increase in the event of a negative evaluation (below “meets expectations”); and

The hiring authority may move a Legislative Aide multiple steps upon a significant change in the Legislative Aide's level of education, complexity of assigned tasks and duties, and/or supervisory responsibilities.

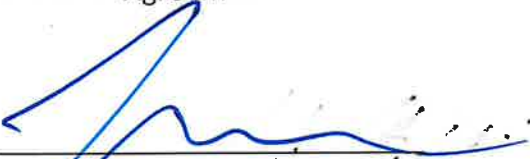
~~57.4 One-Time Accretion Recognition Payment~~


~~Effective the first full pay period after Union ratification and Council approval, only employees in the Legislative Assistant classification currently in paid status shall receive a one-time accretion recognition payment. Payment shall be calculated as follows: the value equivalent to six months~~

CITY PROPOSAL #10 – 9/23/2024

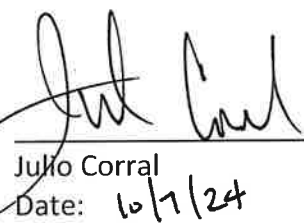
~~of the difference between the employee's current base salary as of May 14, 2021 and the employee's new base salary as defined in Article 11, Section 54.3 subject to applicable tax deductions and withholdings. Legislative Assistants employed less than six months upon Union ratification and Council approval shall receive the accretion recognition payment on a pro rata basis.~~


Tentative Agreement


Jonathan Holtzman
Date: 10/17/24


Nato Green
Date: 10/17/24


Aram Kouyoumdjian
Date: 10/17/24

Allison Riemer
Date:

Julio Corral
Date: 10/17/24


Jose Guerrero
Date: 10/17/24

Arcata Griffin
Date:

CITY PROPOSAL #10 – 9/23/2024



Julia Wiswell

Date: 10/7/24

Jamie Cooney

Date:



Danielle Hall

Date: 10-7-2024



Nico Ledwith

Date: 10/7/24



Christina Rea

Date: 10/7/24

City Counter-Proposal to Union Proposal #1

8/19/2024

Effective the first full pay period after Council approval, the salary scale for the Recreation Activity Leader classification shall be modified as follows:

R-1:

Step 1 21.1308

Step 2 23.4110

Step 3 26.0666

Step 4 28.7212

Step 5 31.9883

R-2:

Step 1 22.2200

Step 2 22.8459

Step 3 25.5160

Step 4 27.9809

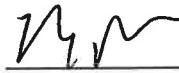
Step 5 31.1989

All employees in the R-1 and R-2 classifications who are on Step 1 or Step 2 on the effective date shall be moved to Step 3.

Tentative Agreement




Jonathan Holtzman
Date: 11/18/24



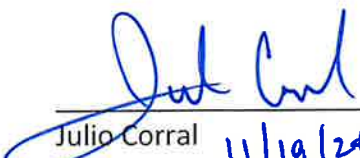
Nato Green
Date: 11/18/24




Aram Kouyoumdjian
Date: 11/18/24



Allison Riemer
Date: 11/18/24




Julio Corral
Date: 11/18/24




Jose Guerrero
Date: 11/18/24


Arcata Griffin
Date:




Julia Wiswell
Date: 11/10/24




Jamie Cooney
Date: 11/18/24



Danielle Hall
Date: 11-18-2024



Nico Ledwith
Date: 11/18/24



Christina Rea
Date: 11/18/24

City Counter-Proposal to Union Proposal #2

10/15/2024

40.3 Part Time Employees & Pro-Rated Benefits

All current career and grant-funded benefited employees who in the future request to become part-time career or part-time grant-funded employees working a minimum of 20 hours, but less than 40 hours per week, shall receive prorated, rather than full fringe benefits and shall pay, by payroll deduction, a pro rata portion of the health and dental insurance premiums. Effective July 1, 2008, the City will pay 75% of the cost of the medical plan which is fully paid for full time employees for those part time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the medical plan which is fully paid for full time employees for those part time employees who work 30 or more hours per week.

Effective January 1, 2025, the City will pay 75% of the cost of the dental plan which is fully paid for full time employees for those part time employees who work 20 to 29 hours per week. The City will pay 100% of the cost of the dental plan which is fully paid for full time employees for those part time employees who work 30 or more hours per week.

Current career and grant-funded benefited employees who are given the option of accepting part-time employment in lieu of layoff from City services shall continue to receive full health, dental and life insurance benefits paid by the City in addition to other prorated benefits.

Employees who voluntarily job-share to prevent layoffs of coworkers shall continue to receive full health, dental and life insurance benefits paid by the City in addition to other prorated benefits. Laid off employees who had career status at the time of their layoff, who are reemployed to part-time career status or temporary employment, shall resume receiving the level of health, dental and life insurance benefits paid by the City at the time of their layoff in addition to prorated leave benefits.

Tentative Agreement



Jonathan Holtzman

Date: 11/18/24



Nato Green

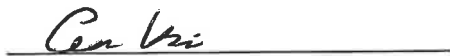
Date: 11/18/24



Aram Kouyoumdjian

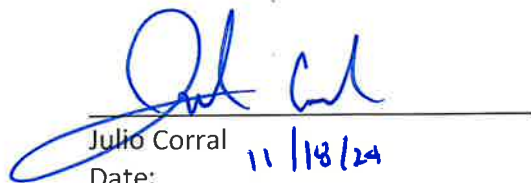
Date:

11/18/24



Allison Riemer

Date: 11/18/24



Julio Corral

Date:

11/18/24

INTERNAL

City Counter-Proposal to Union Proposal #2

10/15/2024



Jose Guerrero

Date: 11/18/24

Arcata Griffin

Date:



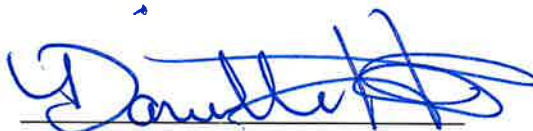
Julia Wiswell

Date: 11/18/24



Jamie Cooney

Date: 11/18/24



Danielle Hall

Date: 11-18-24



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

City Counter-Proposal to Union Proposal #3

11/18/2024

SECTION 18: HOLIDAYS

18.1 Recognized Holidays

Recognized holidays for career Employees in Representation Units G-1, G-3, I-A, I-B, L, and R-1 shall be:

New Year's Day

Martin Luther King Jr.'s Birthday - observed on the third Monday in January

Lincoln's Birthday - deferred to Christmas Eve Day for Units I-A and I-B only

Washington's Birthday - observed on the third Monday in February

Cesar Chavez Day – observed on the last Monday in March

Malcolm X's Birthday - observed on the Monday or Friday nearest May 19

Memorial Day - observed on the last Monday in May

Juneteenth – observed on the Monday or Friday nearest to June 19th (if

Juneteenth lands on a Wednesday, it shall be observed on Friday)

Independence Day

Labor Day - Observed on the first Monday in September

Indigenous Peoples Day - observed on the second Monday in October

Veterans Day

Thanksgiving Day

The day after Thanksgiving Day

Christmas Day

18.2 Floating Holidays

Employees in the competitive service who have worked for the City six (6) months or more shall be granted three (3) floating holidays each calendar year. In the first calendar year of employment, employees shall be granted pro rata floating holidays as follows:

Hired January 1 - April 30	3 days
Hired May 1 - August 31	2 days
Hired September 1 - December 31	1 day


[New Section] Holiday Pay In Lieu of Recognized Holidays


Employees not covered by Section 18.1 (Recognized Holidays) shall receive holiday pay as follows:

For every 225 hours worked in the prior calendar year for the City of Berkeley, employees shall receive 8 hours of holiday pay at their base salary rate. Holiday pay will be credited only upon completion of each 225-hour increment and not on a prorated basis. Hours worked for the prior year shall be calculated by February 15th of the


subsequent year. Employees shall receive their holiday pay the first full pay period following February 15. This benefit shall only be paid to employees who are employed by the City on February 15 of the year in which the payment is made.

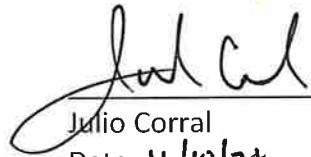
Tentative Agreement


Jonathan Holtzman
Date: 11/18/24


Nato Green
Date: 11/18/24



Aram Kouyoumdjian
Date: 11/18/24

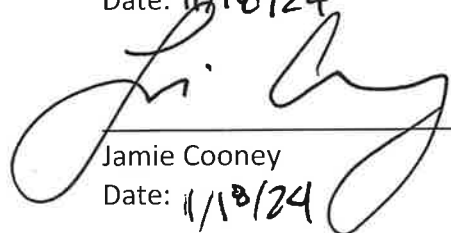

Allison Riemer
Date: 11/18/24


Julio Corral
Date: 11/18/24


Jose Guerrero
Date: 11/18/24

Arcata Griffin
Date:


Julia Wiswell
Date: 11/18/24


Jamie Cooney
Date: 11/18/24



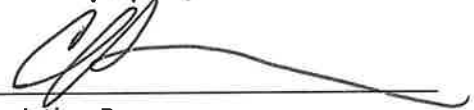
Danielle Hall

Date: 11-18-2024



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

Section 9

Public Health Equity Adjustments:

Effective the first full pay period after ratification June 27, 2024, the City will implement an equity increase to the following classifications. Any negotiated percentage across-the-board pay increase will be in addition to equity adjustments below. Employees in the below classifications as of the date of these increases will be placed in their same step on the new scale (ie an employee on Step 3 will be placed at Step 3 on the new scale).

The City will revise the title, class specification and salary range for the Mid-Level Practitioner classification as follows:

- The Mid-Level Practitioner title will be changed to Advanced Practice Provider
- The class specification will be amended to reflect duties consistent with Advanced Practice Providers, including but not limited to the dispensation of medication.
- The salary range will be adjusted to equalize with the salary range for the Supervising Public Health Nurse classification:

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
0.0000	58.6232	60.5658	62.7721	64.9977

Proposed Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
67.8664	70.5687	73.4858	76.5151	79.6843

Effective the first full pay period after ratification June 27, 2024, the City will implement an equity increase to the following classifications:

Public Health Nurse

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
53.8903	55.8210	58.0685	60.4932	62.8640

Proposed Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
62.5127	64.7524	67.3595	70.1721	72.9222

Mental Health Nurse

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
57.7875	60.6768	63.7107	66.8961	70.2437

Proposed Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
64.1441	67.3512	70.7189	74.2547	77.9705

Psychiatrist

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
91.4245	95.9934	100.7908	105.8296	111.1231

Step 6	Step 7	Step 8	Step 9
116.6776	122.5128	128.6417	135.0709

Proposed Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
116.6793	122.5115	128.6384	135.0738	141.8244

Registered Nurse

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
0.0000	52.1997	54.0026	55.8474	57.8571

Proposed Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
0.0000	60.5517	62.6430	64.7830	67.1142

Senior Public Health Nurse

Current Salary Range

Step 1	Step 2	Step 3	Step 4	Step 5
59.0183	61.2810	63.6136	66.3164	68.8649

Proposed Salary Range

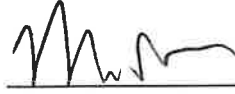
Step 1	Step 2	Step 3	Step 4	Step 5
64.9201	67.4091	69.9750	72.9480	75.7514

Tentative Agreement



Jonathan Holtzman

Date: 11/4/24



Nato Green

Date: 11/4/24



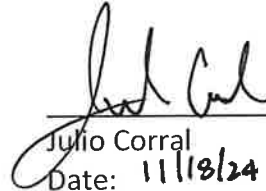
Aram Kouyoumdjian

Date: 11/4/24



Allison Riemer

Date: 11/4/24




Julio Corral

Date: 11/13/24



Jose Guerrero

Date: 11/04/24



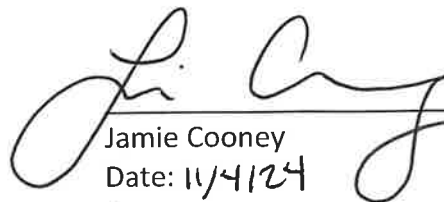
Arcata Griffin

Date: 11/4/24



Julia Wiswell

Date: 11/4/24



Jamie Cooney

Date: 11/4/24

SEIU Local 1021/CSU-PTRLA counter to City of Berkeley
UP4 v3
November 1, 2024



Danielle Hall

Date: 11-4-2024



Nico Ledwith

Date: 11/4/24



Christina Rea

Date: 11/4/24

INTERNAL

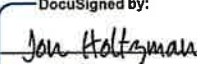
City Counter-Proposal to Union Proposal #5 v2

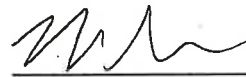
10/07/2024

New Subsection in Section 9: Steps for Sports Field Monitors

Effective the first full pay period after July 1, 2025, ~~Effective June 27, 2024,~~ the Sports Field Monitor classification shall have three steps with each step representing 3% ~~5%~~ above the prior step and each step representing one year of service pursuant to Section 9.4. ~~Effective the pay period after ratification~~ On the effective date of this Agreement, all current Sports Field Monitors will be placed on the step that corresponds to their length of service. For example, a Sports Field Monitor who has held the position for three years will move to Step 3.


Tentative Agreement


DocuSigned by:

Jonathan Holtzman
Date: 10/18/2024


Nato Green
Date: 10/15/24


Aram Kouyoumdjian
Date: 10/15/24

Allison Riemer
Date:


Julio Corral
Date: 10/15/24


Jose Guerrero
Date: 10/15/24

INTERNAL


Arcata Griffin

Date:



Julia Wiswell

Date: 10/15/24



Jamie Cooney

Date: 10/15/24



Danielle Hall

Date: 10/15/2024

Nico Ledwith

Date:



Christina Rea

Date: 10/15/24

City Counter-Proposal to Union Proposal #7 v2 11/1/24

15.6 Hazardous Substance Special Assignment Pay

Beginning no later than 90 days after adoption of the successor contract, the City agrees to conduct a job audit of the Behavioral Health Clinician I (24780), Behavioral Health Clinician II (24790), Social Services Specialist (24810), and Code Enforcement Officer I (33090), Code Enforcement Officer II (33100) classifications who perform services in active encampments through the city and the parties shall meet and confer over the results of the City's review. The Union believes employees in these classifications who perform services in an active encampment should receive a salary differential to base pay for hours worked on assignment.

Employees who are regularly assigned to perform services in unhoued settings throughout the service area shall receive a three percent (3%) salary differential to their base pay for all actual hours worked in the field and performing duties in unhoued settings.

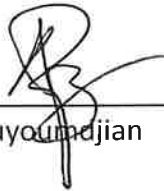
Tentative Agreement



Jonathan Holtzman
Date: 11/4/24



Nato Green
Date: 11/4/24



Aram Kouyoumdjian
Date: 11/4/24



Allison Riemer
Date: 11/4/24



Julio Corral
Date: 11/18/24

Jose Guerrero
Date:

INTERNAL

City Counter-Proposal to Union Proposal #7 v2 11/1/24



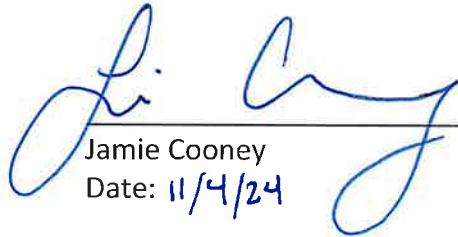
Arcata Griffin

Date:




Julia Wiswell

Date: 11/4/24



Jamie Cooney

Date: 11/4/24



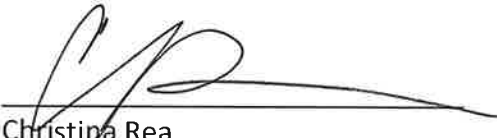
Danielle Hall

Date: 11-4-24



Nico Ledwith

Date: 11/4/24



Christina Rea

Date: 11/4/24

City Counter-Proposal to Union Proposal #UP 11 v4 10/22/2024

15.2 Bilingual Premium Pay

15.2.1 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, routinely and consistently as part of his or her regular job assignment as determined by the City will receive a Bilingual Premium Pay Differential of five percent (5%). The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of five percent (5%) will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

15.2.2 An employee who is required as an essential part of his or her job to provide non-English language services, including Braille and sign language, will receive a Bilingual Premium Pay Differential of two percent (2%). The criteria for receiving the differential will be: a) when assigned by management, or b) at the request of the employee with the supervisor's agreement, or, c) after a job audit and who must utilize these skills on an occasional basis. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment. The Bilingual Premium Pay Differential of two percent (2%) will be reported to CalPERS as Bilingual Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635.

15.2.3 Competency: The bilingual premium will not be applicable under any circumstances except to an employee who possesses second language competency. Management reserves the right to test for second language appropriate competency prior to a Bilingual Premium Pay Differential.

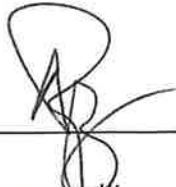
Competency examinations shall be performed at least quarterly if requests for examinations have been made.

Tentative Agreement



Jonathan Holtzman

Date: 10/28/24



Aram Kouyoumdjian

Date: 10/28/24




Nato Green


Date: 10/28/24



Allison Riemer

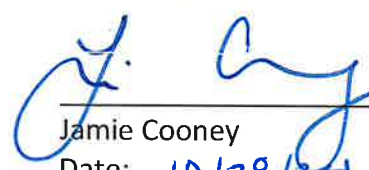
Date: 10/28/24

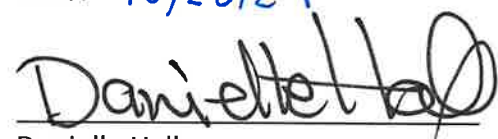

Julio Corral
Date: 11/18/24



Jose Guerrero
Date: 10/28/24



Arcata Griffin
Date: 10/28/24


Julia Wiswell
Date: 10/28/24


Jamie Cooney
Date: 10/28/24


Danielle Hall
Date: 10/28/24


Nico Ledwith
Date: 10/28/24


Christina Rea
Date: 10/28/24

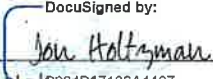
City Counter-Proposal to Union Proposal #14 v2


10/15/2024

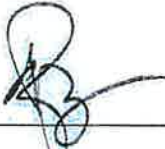
24.4 Sabbatical Leave

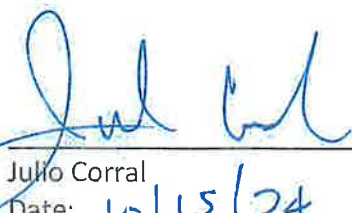
After eight (8) consecutive years of employment with the City, an employee may apply for a sabbatical leave without pay of up to six (6) months. Sabbatical leave is not intended to be used for the six-month period immediately prior to retirement. Such leave may be granted by the appropriate authority upon the recommendation of the employee's department head but such leave shall not be unreasonably denied. However, the department head will deny sabbatical leave requests for the period immediately prior to retirement. There shall be no requirement that the employee exhaust paid leave balances prior to such sabbatical leave. Life, Dental, Vision and Health insurance shall be paid by the City for the duration of an approved Sabbatical Leave. For employees who fail to return to work at the expiration of the approved Sabbatical Leave or fail to return for the equivalent amount of time he or she was approved for Sabbatical Leave, such employee shall reimburse the City or the City may deduct the cost of the Health, Dental, Vision and Life insurance premiums paid by the City on behalf of the employee from the employee's payout of their accrued leave balance due at termination.


Tentative Agreement

DocuSigned by:

 Jonathan Holzman
 Date: 10/18/2024


 Nato Green
 Date: 10/15/24


 Aram Kouyoumdjian
 Date: 10/15/24

Allison Riemer
 Date:

 Julio Corral
 Date: 10/15/24


 Jose Guerrero
 Date: 10/15/24

City Counter-Proposal to Union Proposal #14 v2

10/15/2024

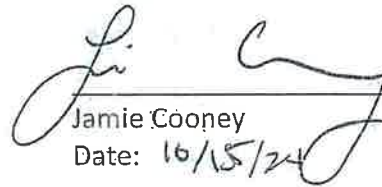
Arcata Griffin

Date:



Julia Wiswell

Date: 10/15/24



Jamie Cooney

Date: 10/15/24



Danielle Hall

Date: 10/15/2024

Nico Ledwith

Date:



Christina Rea

Date: 10/15/24

City Counter-Proposal to Union Proposal #15 v2

10/07/2024

Note: The City proposes the following revisions to the City's Cancer Screening Paid Leave Policy, contingent upon agreement with all the City's bargaining units.

Cancer Screening Paid Leave Policy

~~Early detection of breast cancer and prostate cancer is crucial to the successful treatment of these cancers.~~ To encourage employees to obtain medical examinations which screens for the presence of ~~these~~ cancers, the City will provide, to career/benefited and regular at will employees who otherwise meet all the criteria set forth in this policy up to ~~four (4)~~ six (6) hours of paid leave per calendar year, in addition to any other sick leave to which the employee is entitled. Such leave shall be known as Cancer Screening Leave.

I. Eligibility: Employees ~~who fall within one of the following categories are eligible for Cancer Screening Leave:~~

~~1. female employees forty (40) years of age or older to obtain a mammogram screen for breast cancer or other examination to screen for breast cancer;~~

~~2. male employees fifty (50) years of age or older to obtain a prostate specific antigen (PSA) blood test screening and a rectal exam to screen for prostate cancer or other examination recommended by the employee's physician to screen for prostate cancer;~~

~~3. any male employee between the ages of 40 and 50, whose physician has determined the employee is at higher risk of prostate cancer, to obtain a PSA and rectal exam, or other examination recommended by the employee's physician, to screen for the presence of prostate cancer;~~

~~4. any female or male employee, regardless of age, shall shall be eligible for Cancer Screening Leave to obtain a mammogram screen or PSA blood test and rectal exam, or cancer screening to screen for breast and prostate cancers, if the employee's physician recommends the employee obtain such examination.~~


II. Notice; Written Verification Employees requesting paid Cancer Screening Leave shall do the following to receive the paid benefit:


1. Schedule the medical examination in advance and provide ~~his/her~~ their supervisor with as much notice as possible, but in any event not less than one (1) day's notice in advance of ~~his or her~~ their appointment;

2. Submit to the City a signed written verification from the employee's medical provider that the employee obtained ~~a one of the above described~~ cancer screening medical examinations ~~s for breast or prostate cancer~~.


III. No Carry Over of Unused Leave: Cancer Screening Leave shall not be carried over to the next calendar year and any unused leave shall be forfeited upon termination of City employment.


Tentative Agreement


Jonathan Holtzman
Date:


Nato Green
Date: 10/7/24


Aram Kouyoumdjian
Date: 10/7/24

Allison Riemer
Date:

Julio Corral
Date: 10/7/24


Jose Guerrero
Date: 10/07/24

Arcata Griffin
Date:

Julia Wiswell

Julia Wiswell

Date: 10/7/24

Jamie Cooney

Date:

Danielle Hall

Danielle Hall

Date: 10/7/2024

Nico Ledwith

Nico Ledwith

Date: 10/7/24

Christina Rea

Christina Rea

Date: 10/7/24

David Williams

10/11/05

David Williams

10/11/05

David Williams

10/11/05

City Counter-Proposal to Union Proposal #20 (modified) 10/28/2024

[New Section] Vision Coverage

Effective the first full pay period after ratification January 1, 2026, the City shall provide a Vision Care Program for employees and eligible dependents covered by this Agreement. The annual maximums for this benefit are as follows:

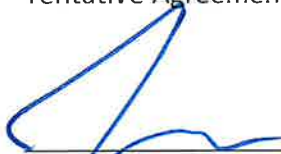
<u>Benefit</u>	<u>Benefit Frequency</u>
<u>Exam</u>	<u>12 months</u>
<u>Lenses</u>	<u>12 months</u>
<u>Frames</u>	<u>24 months</u>
<u>Contact Lenses**</u>	<u>12 months</u>
<u>**Note: Benefits for Contact Lenses are in lieu of benefits for lenses and frames.</u>	

The maximum amount the City shall be required to pay for the Vision Care Program shall be the applicable Vision Services Plan (Signature Plan) rate (i.e., employee only, employee plus spouse, employee plus one (1) child; employee plus family).

If during the term of this Agreement the premiums for such Vision Care Program are increased, the amount the City contributes shall increase no more than five percent (5%) above the previous calendar year's contribution amount towards the payment of the monthly premium.

Recognizing that the "vision exam" portion of the Vision Care Program duplicates existing benefit provided under Medical Coverage Section 24.1 (Medical Coverage) and 24.2 (Maximum Medical Premium Payments), the Union and the City agree to revisit the Vision Care Program during the term of this Agreement with the expectation that it may be possible to identify a plan that provides a "Hardware Only" benefit (Lenses every 12 months; Frames every 24 months). Such "Hardware Only" plan shall be at a lower City and employee cost than the present Vision Services Plan (\$25 Plan B).


Tentative Agreement



Jonathan Holtzman
Date: 11/18/24



Nato Green
Date: 11/18/24



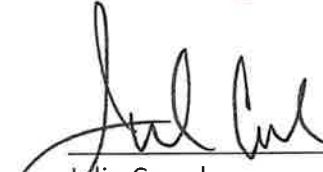
Aram Kouyoumdjian
Date: 11/18/24




Allison Riemer
Date: 11/18/24

INTERNAL

City Counter-Proposal to Union Proposal #20 (modified) 10/28/2024

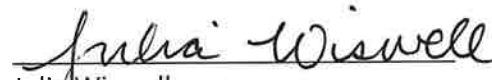


Julio Corral
Date: 11/18/24

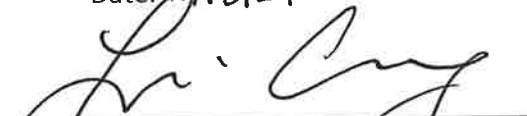


Jose Guerrero
Date: 11/18/24


Arcata Griffin
Date:




Julia Wiswell
Date: 11/18/24



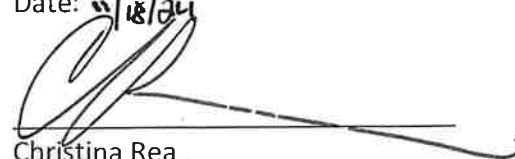
Jamie Cooney
Date: 11/18/24



Danielle Hall
Date: 11-18-2024



Nico Ledwith
Date: 11/18/24



Christina Rea
Date: 11/18/24

9.11 Equity Studies

A list of 13 comparison jurisdictions is established for the purpose of salary equity studies: Alameda County, Concord, Contra Costa County, Daly City, Fremont, Hayward, Oakland, Palo Alto, Richmond, San Francisco, San Jose, San Mateo, and Santa Clara County. If at least eight matches are not found for a classification after polling this entire list other jurisdictions may be added as required by agreement between the parties. For Health classifications only, the following jurisdictions shall be surveyed: Alameda County, Alameda Health System, Contra Costa County, San Francisco, San Mateo County, Santa Clara County, Marin County, Sonoma County, and Solano County.

9.11.1 When the City conducts a unitwide total compensation study as part of successor MOU negotiations, the Legislative Assistant will be studied as a benchmark classification.

9.12 During the term of this Agreement, the City agrees to conduct classification studies on the following classifications: Building Inspector; Housing Inspector; Recreation Activity Leader; and the Management Analyst series represented by this Memorandum agreement.

Tentative Agreement



Jonathan Holtzman

Date: 10/28/24



Nato Green

Date: 10/23/24

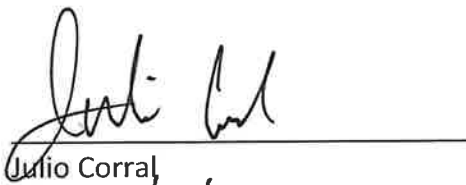


Aram Kouyoumdjian

Date: 10/28/24

Allison Riemer

Date:



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 10/26/24

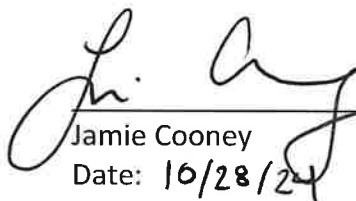
Arcata Griffin

Date:



Julia Wiswell

Date: 10/28/24



Jamie Cooney

Date: 10/28/24



Danielle Hall

Date: 10-28-24



Nico Ledwith

Date: 10/28/24



Christina Rea

Date: 10/28/24

City Counter-Proposal to Union Proposal #22 v2

10/07/2024


SECTION 3: NO DISCRIMINATION

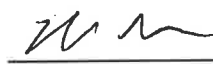
The City and Union agree that they will not discriminate against **or harass** employees based on race, creed, color, ethnicity, ancestry, religion, political affiliation, gender, sexual orientation, age, national origin, marital or domestic partner status, gender identity or gender expression, parental status, pregnancy, disability or medical condition, Acquired Immune Deficiency (AIDS/HIV) or AIDS related condition, or any other status protected by applicable state, **local** or federal law, or protected Union activity. Furthermore, the City and Union agree to comply with all applicable federal, state and local laws pertaining to nondiscrimination and equal employment opportunity.


When the City conducts an investigation of a complaint of discrimination or harassment under this policy, the complainant may request the presence of a shop steward or union representative in any meeting related to the investigation. Such request may not be unreasonably denied.

The City of Berkeley Harassment Prevention Policy and Sexual Harassment Policy, as may be amended from time to time to comply with applicable state or federal law, is available on-line on the City's IntraWeb at CITY OF BERKELEY (berkeleyca.gov) <http://www.ci.berkeley.ca.us/>, in the Department of Human Resources, or by contacting the City's Equal Employment Opportunity and Diversity Officer.

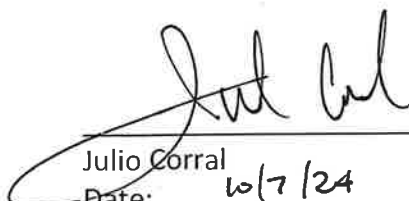
Tentative Agreement


Jonathan Holtzman
Date: *10/7/24*


Nato Green
Date: *10/7/24*


Aram Kouyoumdjian
Date: *10/7/24*

Allison Riemer
Date:


Julio Corral
Date: *10/7/24*



Jose Guerrero

Date: 10/07/24

Arcata Griffin

Date:



Julia Wiswell

Date: 10/7/24

Jamie Cooney

Date:



Danielle Hall

Date: 10/7/2024



Nico Ledwith

Date: 10/7/24



Christina Rea

Date: 10/7/24


City Counter-Proposal to Union Proposal #23

9/16/2024


4.9 Union Member Leave

A leave of absence may be permitted to members of the unit to participate in union projects or internships. Such leave shall be at the discretion of management. The Union shall reimburse the City for salary and associated benefits. The typical duration of these leaves shall be for one to four weeks but may be longer by mutual agreement between the City's Human Resources Department, the Union and the employee.


Tentative Agreement



Jonathan Holtzman
Date:

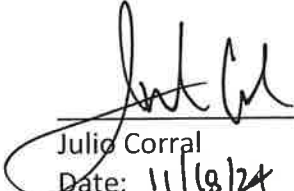


Nato Green
Date: 10/22/24




Aram Kouyoumdjian
Date: 10/22/24


Allison Riemer
Date:



Julio Corral
Date: 11/18/24



Jose Guerrero
Date: 10/22/24



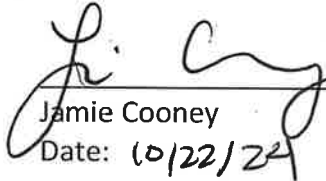
Arcata Griffin
Date:

Internal



Julia Wiswell

Date: 10/22/24



Jamie Cooney

Date: 10/22/24



Danielle Hall

Date: 10/22/2024



Nico Ledwith

Date: 10/22/24



Christina Rea

Date: 10/22/24

City Counter-Proposal to Union Proposal #24

10/28/2024


Training Differential [New subsection 15.7]

Employees may be assigned in writing by the department head and approved by the Director of Human Resources as qualified trainers or instructors for specific specialized skills (identified by departments in consultation with Human Resources), subject to approval provided the assignment is approved by Human Resources. Shall Such employees will be compensated for hours worked training employees in the same or lower classification at a five percent (5%) differential. This shall not apply to any employee whose regular job duties include training or to supervisors training direct reports. This Training Differential will be reported to CalPERS as Training Premium Special Assignment Pay. However, any hours worked on overtime are excluded from CalPERS reported "compensation earnable" in California Government Code Section 20635. This shall not apply to any employee whose regular job duties include training.

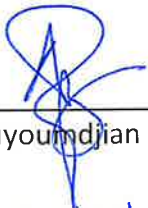
Tentative Agreement



Jonathan Holtzman
Date: 10/28/24

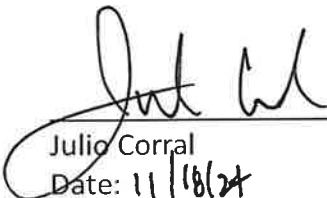


Nato Green
Date: 10/28/24




Aram Kouyoumdjian
Date: 10/28/24

Allison Riemer
Date:



Julio Corral
Date: 11/18/24



Jose Guerrero
Date: 10/28/24

INTERNAL

City Counter-Proposal to Union Proposal #24

10/28/2024

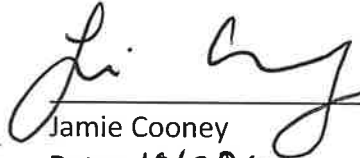
Arcata Griffin

Date:



Julia Wiswell

Date: 10/20/24



Jamie Cooney

Date: 10/28/24



Danielle Hall

Date:

10-28-24



Nico Ledwith

Date: 10/28/24



Christina Rea

DATE: 10/28/24

City Counter-Proposal to Union Proposal #25 v4 11/1/24

15.1 Library-Supervisor-In-Charge

15.1.1 Library Supervisor for Sunday

A "Library Supervisor in Charge" will be designated for all hours the library is open to the public on Sunday. On Sundays, in instances where a Supervising Librarian, Supervising Library Assistant, or Circulation Supervisor is not scheduled or able to work at a library location, another library employee (typically a Senior Librarian or Librarian II) will be designated as the Library Supervisor at that location and will receive a shift differential of five percent (5%) above the regular hourly wage for all time in which such work is performed.


15.1.2 Library Supervisor for Monday through Saturday


On Mondays through Saturdays, in instances where a Supervising Librarian, Supervising Library Assistant, or Circulation Supervisor is not scheduled or able to work at the Central Library, another Central library employee (typically a Senior Librarian or Librarian II) will be designated as the Library Supervisor when a non-supervisory library employee is required to be the "Library Supervisor In Charge" at the Central Library, s/he and will shall receive a differential of five percent (5%) above the regular hourly wage for all time in which such work is performed.


15.1.3


These differentials shall not be combined. Only one of the two differentials may be paid at any one time.

Tentative Agreement



Jonathan Holtzman
Date: 11/18/24


Nato Green
Date: 11/18/24



Aram Kouyoumdjian
Date: 11/18/24


Allison Riemer
Date: 11/18/24

City Counter-Proposal to Union Proposal #25 v4 11/1/24

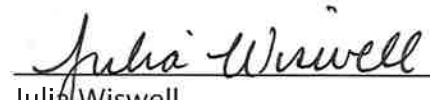


Julio Corra
Date: 11/18/24

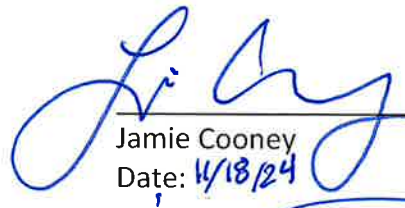


Jose Guerrero
Date: 11/18/24


Arcata Griffin
Date:




Julia Wiswell
Date: 11/18/24




Jamie Cooney
Date: 11/18/24



Danielle Hall
Date: 11-18-2024



Nico Ledwith
Date: 11/18/24



Christina Rea
Date: 11/18/24

City Counter-Proposal to Union Proposal #26 v2

10/7/2024

SECTION 15: PREMIUM PAY


15.3 Longevity Pay

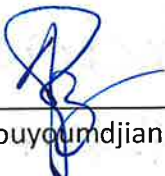
Effective the first full pay period after Union ratification and approval of the successor contract by the City Council on its regular agenda, employees completing- nineteen (19) years of service shall receive a three percent (3%) differential beginning with the anniversary date of beginning the twentieth (20th) year of service and shall apply to all hours in a paid status. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay. This provision shall expire effective the first full pay period of July 2026.

Effective the first full pay period in July 2026, employees completing fourteen (14) ~~seventeen (17)~~ years of service shall receive a three percent (3%) differential beginning the **fifteenth (15th)** ~~eighteenth (18th)~~ year of service. This Longevity Pay shall be reported to CalPERS as Longevity Pay Incentive Pay.


Tentative Agreement


Jonathan Holtzman
Date:


Nato Green
Date: 10/22/24


Aram Kouyoumdjian
Date: 10/22/24

Allison Riemer
Date:


Julio Corral
Date: 11/18/24

City Counter-Proposal to Union Proposal #26 v2

10/7/2024



Jose Guerrero

Date: 10/22/2024



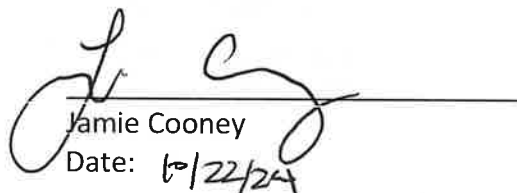
Arcata Griffin

Date:



Julia Wiswell

Date: 10/22/24



Jamie Cooney

Date: 10/22/24



Danielle Hall

Date: 10/22/2024



Nico Ledwith

Date: 10/22/24



Christina Rea

Date: 10/22/24

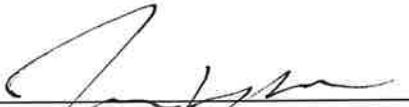
City Counter-Proposal to Union Proposal #29

9/23/2024


15.4 Senior Information Systems Specialist Educational Incentive

An employee in the Information System Specialist, Information Systems Support Technician, ~~or~~ Senior Information Systems Specialist classifications who obtains and maintains a valid Cisco Certified Network Associate (CCNA) certificate shall receive a two percent (2%) differential to their base salary. An employee in the Information System Specialist, Information Systems Support Technician, ~~or~~ Senior Information Systems Specialist classifications who obtains and maintains a valid Microsoft Certified Systems Engineer (MCSE) certificate shall receive a four percent (4%) differential to their base salary. The specific certifications referenced in this Section (CCNA and MCSE) are subject to change as modifications to the City's technical infrastructure change. This salary differential shall be reported to CalPERS as Educational Incentive Pay.


Tentative Agreement



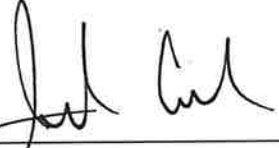
Jonathan Holtzman
Date: 9/23/24




Nato Green
Date: 9/23/24



Aram Kouyoumdjian
Date: 9/23/24

Allison Reimer
Date:



Julio Corral
Date: 9/23/24



Jose Guerrero
Date:

Arcata Griffin

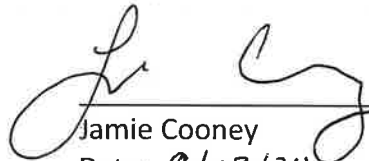
Date:



Julia Wiswell

Julia Wiswell

Date: 9/23/24



Jamie Cooney

Jamie Cooney

Date: 9/23/24

Danielle Hall

Date:



Nico Ledwith

Date: 9/23/24



Christina Rea

Date: 9/23/24

40.16 Protective Clothing and Shoes

40.16.1 Rain Gear - The City will provide rain gear upon request of the employee in the classifications named below who are mandated to work in inclement conditions.

Job Code Classification Title

24060 Assistant Environmental Health Specialist
37060 Building Inspector I (Certified)
37050 Building Inspector II
33090 Code Enforcement Officer I
33100 Code Enforcement Officer II
28830 Environmental Compliance Specialist
91050 Field Representative assigned to the Solid Waste Division in Public Works
35070 Fire Prevention Inspector
24590 Hazardous Materials Specialist I
24560 Hazardous Materials Specialist II
33080 Housing Inspector
63200 Mini Bus Driver
24050 Registered Environmental Health Specialist
32030 Senior Building Inspector
24690 Senior Environmental Health Specialist
34030 Senior Vector Control Technician
34040 Vector Control Technician
24810 Social Services Specialist
24780 Behavioral Health Clinician I
24790 Behavioral Health Clinician II
65742 Recreation Activity Leader R-2
65740 Recreation Activity Leader

Effective the first full pay period after ratification, the 65532 Sports Field Monitor classification shall be added to the list of classifications receiving rain gear.

40.16.2 Shoes - An annual allowance of two hundred dollars **(\$200)** shall be paid to employees in the classifications named below toward the purchase of safety shoes. The annual shoe allowance is subject to federal and state income tax withholding. **Effective the first full pay period after ratification, the annual allowance shall increase to three hundred dollars (\$300).**

Job Code Classification Title

24060 Assistant Environmental Health Specialist
37060 Building Inspector I (Certified)
37050 Building Inspector II
33090 Code Enforcement Officer I
33100 Code Enforcement Officer II
28830 Environmental Compliance Specialist

SEIU Local 1021/CSU-PTRLA proposal to City of Berkeley


October 22, 2024

Union Proposal #30 v3

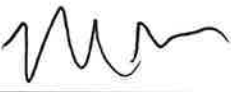
- 91050 Field Representative assigned to the Solid Waste Division in Public Works
- 35070 Fire Prevention Inspector
- 24590 Hazardous Materials Specialist I
- 24560 Hazardous Materials Specialist II
- 33080 Housing Inspector
- 33060 Housing Inspector (Certified)
- 24050 Registered Environmental Health Specialist
- 32030 Senior Building Inspector
- 24690 Senior Environmental Health Specialist
- 34030 Senior Vector Control Technician
- 34040 Vector Control Technician
- 24810 Social Services Specialist (for those employees regularly assigned to provide in-person services at encampment sites)
- 24780 Behavioral Health Clinician I (for those employees regularly assigned to provide in-person services at encampment sites)
- 24790 Behavioral Health Clinician II (for those employees regularly assigned to provide in-person services at encampment sites)

40.16.3 Uniforms – Effective June 29, 2008, employees in the classifications of Fire Prevention Inspector and Fire and Life Safety Plans Examiner shall receive a uniform allowance of \$1,000 per year. Payment of such annual uniform allowances noted above shall be paid in twenty-six (26) equal biweekly installments, in accordance with California Government Code Section 20636. The amount the City contributes toward the uniform allowance is subject to federal and state income tax withholding.


Tentative Agreement



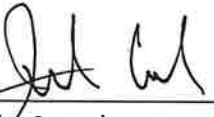
Jonathan Holtzman
Date:



Nato Green
Date: 10/22/24




Aram Kouyoumdjian
Date: 10/22/24

Allison Riemer
Date:


Julio Corral
Date: 11/13/24


SEIU Local 1021/CSU-PTRLA proposal to City of Berkeley
October 22, 2024
Union Proposal #30 v3



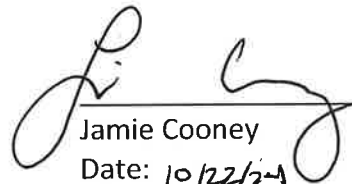
Jose Guerrero
Date: 10/22/2024




Arcata Griffin
Date:




Julia Wiswell
Date: 10/22/24



Jamie Cooney
Date: 10/22/24



Danielle Hall 10/22/24
Date:



Nico Ledwith
Date: 10/22/24



Christina Rea
Date: 10/22/24

City Counter-Proposal to Union Proposal #34

10/07/2024

SECTION 16: PAYROLL ERRORS

To ensure that system or other errors which affect an employee's pay are processed in an efficient and effective manner, the City shall notify the affected employee(s) as soon as practicable. Payroll errors detected by an employee shall, as soon as practicable, be communicated to the employee's Departmental Payroll Clerk. In the case of under payments, the Payroll Clerk shall submit the appropriate adjustments as soon as practicable. Payroll errors identified by the Auditor will be communicated to the employee either directly by Auditor staff or through the Departmental Payroll Clerk.

If an Employee is underpaid by the City, the City will add a 10% penalty to the repayment on the date it is paid. In addition, an Employee who is owed money by the City at the time they separate from City employment will receive one days' pay for each day up to a maximum of thirty (30) days from the final day of employment until they are paid all monies owed.

Under payments will be processed as soon as practicable after they are brought to the attention of the Auditor's Department. If the employee is paid less than 80% of base salary as a result of an underpayment in the then-current pay period, the City shall process the underpayment within three business days after notification to the departmental payroll clerk and approval of the supervisor. All other underpayment adjustments will be processed on the next paycheck.

In the event of an overpayment, the Auditor's Office will determine a reasonable **proposed** repayment schedule and inform the employee of the **proposed** schedule directly, or through the Department Payroll Clerk. Before a repayment schedule is implemented the affected employee shall be given an opportunity to discuss the schedule of repayment and to request an adjustment to the repayment schedule as a needed and reasonable modification. ~~In the event that (1) the employee does not respond within 10 working days of receiving written notice of the overpayment, or (2) mutual agreement on the repayment schedule is not achieved within 20 working days of the employee receiving written notice of the overpayment, the Auditor's Office will proceed to implement a reasonable repayment schedule consistent with the requirements of this section.~~ Factors considered in determining whether a requested modification of a repayment schedule is reasonable include, but are not limited to, the length of time the overpayment has occurred, the amount of the overpayment, the employee's normal salary, and other financial obligations of the employee. **In the event the employee declines to agree to the City's**

City Counter-Proposal to Union Proposal #34

10/07/2024

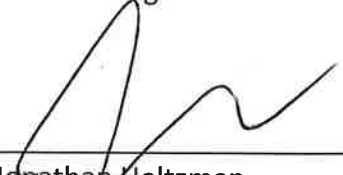
proposed repayment schedule, the City reserves its right to pursue all legal means available to recover the overpayment.

Generally, overpayment shall be recaptured at least at the rate at which the overpayment occurred. Overpayment shall not be recaptured at a more rapid rate than the rate at which the overpayment occurred, except (1) by permission of the affected employee, or (2) if the repayment amount per pay period would otherwise be less than five percent (5%) of gross base salary each pay period, or, (3) the overpayment was of \$99 or less, in which case it must be recouped in one lump sum. However, should an employee with a repayment schedule leave the employ of the City before repaying the City the full amount of any overpayment, the outstanding debt shall be deducted from any salary and leave balances for which the employee would otherwise be paid upon separating from the City. Where an employee requests and the City concludes that s/he has justified a modified repayment schedule, the City may, in its sole discretion, permit exceptions to these standards.


The City and the Union agree that the City is authorized to recover any salary overpayment made to the employee from the employee's wages, except that the City shall not attempt to recover overpayments which would be barred by a four year statute of limitations in a court action for their recovery. However, once a repayment schedule is implemented, the City will retain the right to recover the full amount of the overpayments covered by the schedule, and the limitations period for those overpayments shall be tolled for the duration of the repayment schedule.

Nothing in this policy shall prevent the City or Union from taking such other or additional action, such as a lawsuit, as is appropriate and necessary to recover overpayments or underpayments to employees.

Tentative Agreement



Jonathan Holtzman
Date: 10/22/24



Nato Green
Date: 10/22/24

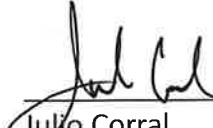
City Counter-Proposal to Union Proposal #34

10/07/2024



Aram Kouyoumdjian
Date: 10/22/24

Allison Riemer
Date:



Julio Corral
Date: 11/18/24



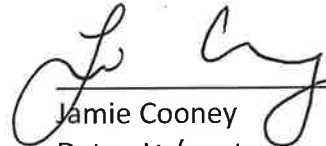
Jose Guerrero
Date: 10/22/2024



Arcata Griffin
Date:



Julia Wiswell
Date: 10/22/24



Jamie Cooney
Date: 10/22/24

Danielle Hall
Date:



Nico Ledwith
Date: 10/22/24

INTERNAL

City Counter-Proposal to Union Proposal #34

10/07/2024



Christina Rea

Date: 10/22/24

4/2/2017



10/22/24

City Response to Union Proposal #38

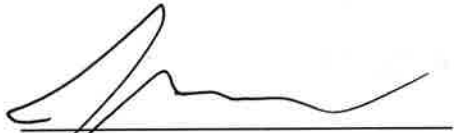
9/16/2024

The City accepts Union Proposal #38 as written:

4.6 New Hire Information

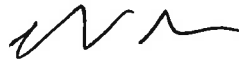
The City shall print ~~75~~ **50** copies and post an electronic copy of the Agreement on the City website. The paper copies should be ready for distribution within 90 days of final ratification.

Tentative Agreement



Jonathan Holtzman

Date: 9/23/24



Nato Green

Date: 9/23/24

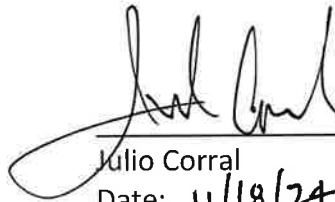


Aram Kouyoumdjian

Date: 9/23/24

Allison Reimer

Date:



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 9/23/24

Arcata Griffin

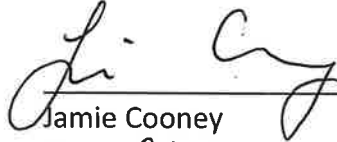
Date:

Internal



Julia Wiswell

Date: 9/23/24



Jamie Cooney

Date: 9/23/24

Danielle Hall

Date:



Nico Ledwith

Date: 9/23/24



Christina Rea

Date: 9/23/24

City Counter-Proposal to Union Proposal #39 v2

10/15/2024

10.11 Desk Audits

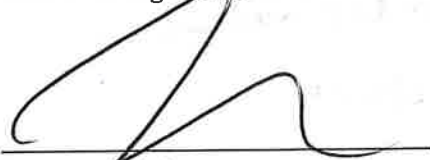
Upon request of the employee or his/her Department Head, the Human Resources Department shall, within ninety (90) days if possible, audit the position of the employee to determine if he/she is working out of classification. **If Human Resources is not able to complete the desk audit within ninety days, they will be provide a written explanation of the reason.** If the audit determines that the employee has been working in the higher class, the employee shall receive back pay to the date of the beginning of the closest pay period that the position description questionnaire was received by the employee's supervisor.

In the event the City reclassifies a position from a lower level classification to a higher level classification, an incumbent occupying such position shall be reclassified without competitive examination provided s/he has performed the duties of the new class for one year and has not received an unsatisfactory evaluation during that period. All other employees shall pass an examination for the higher class and shall serve the normal probationary period. There will be a maximum of one (1) audit in a twelve (12) month period unless the employee is assigned to a different job in which case there may be a second audit in a twelve (12) month period. This section is not applicable to salary equity reviews when the assignment fits within the existing classification.

Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this Agreement, including provisions relating to layoff, transfer, demotion or promotion. Upon request, the City will provide the Union with a written yearly report of all audits requested and performed. The City shall provide, upon request, for information only, the status (expiration date) of all existing eligible lists for Local 1021 and Local 1 classifications.

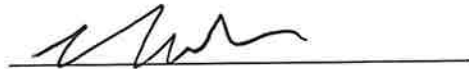
Disputes under this Section may be appealed to the Personnel Board by the affected employee.

Tentative Agreement



Jonathan Holtzman

Date:



Nato Green


Date: 10/22/24



Aram Kouyoumdjian

Date:

10/22/24




Allison Riemer

Date:

City Counter-Proposal to Union Proposal #39 v2

10/15/2024




Julio Corral
Date: 11/18/24



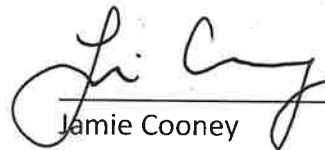
Jose Guerrero
Date: 10/22/2024




Arcata Griffin
Date:




Julia Wiswell
Date: 10/22/24



Jamie Cooney
Date: 10/22/24



Danielle Hall
Date: 10/22/2024



Nico Ledwith
Date: 10/22/24



Christina Rea
Date: 10/22/24

City Counter-Proposal to Union Proposal #41

10/28/2024

Section 9 SALARIES

As of the effective date of this Agreement, the minimum rate of pay for all bargaining unit positions will be \$25 per hour.

EQUITY ADJUSTMENTS STUDIES

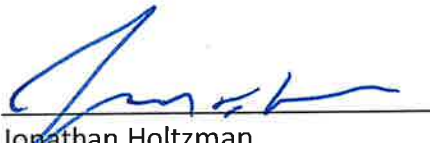
Effective June 27, 2024, the City will implement an equity increase to the following classifications:

[NEW] Section 9.13

During the term of this Agreement, the City will conduct a classification and compensation study of the Application Programmer Analyst 2 classification. rates of pay will be increased by 35%. This subsection (9.13) will sunset on June 26, 2027.

Registered Environmental Health Specialist rates of pay will be increased by 8.8%.
Senior Environmental Health Specialist rates of pay will be increased by 13.1%.
Assistant Management Analyst rates of pay will be increased by 17.2%.
Associate Management Analyst rates of pay will be increased by 8.5%.


Tentative Agreement



Jonathan Holtzman
Date: 11/8/24



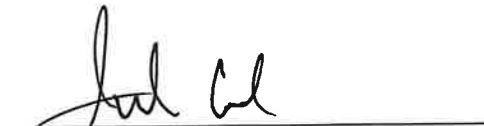
Nato Green
Date: 11/9/24



Aram Kouyoumdjian
Date: 11/4/24



Allison Riemer
Date: 11/8/24



Julio Corral
Date: 11/19/24

City Counter-Proposal to Union Proposal #41

10/28/2024



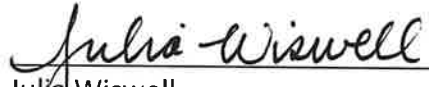
Jose Guerrero

Date: 11/4/24



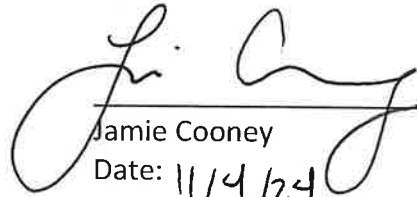
Arcata Griffin

Date: 11/4/24



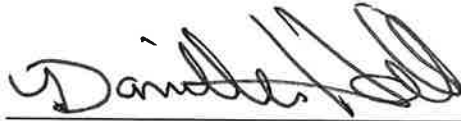
Julia Wiswell

Date: 11/4/24



Jamie Cooney

Date: 11/4/24



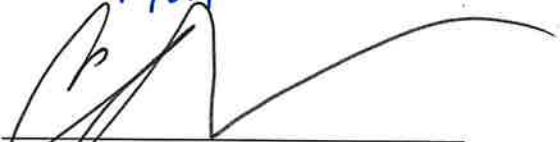
Danielle Hall

Date: 11-4-24



Nico Ledwith

Date: 11/4/24



Christina Rea

Date: 11/4/24

**38.3.5 Formal Process: STEP 4 – Arbitration AND same language changes to 39.8.5—
Discipline.**

38.3.5.1 Complaints Filed With: If the Union is not satisfied with the results rendered in Step 3, the Union may require that the grievance be referred to an impartial arbitrator by notifying the applicable Grievance Appeal Officer.

38.3.5.2 Filing Period: Such notification of desire to go to arbitration must be filed in writing with the Grievance Appeal Officer within thirty (30) days of the conclusion of Step 3 with a copy to the Director of Human Resources. ~~Provided further that the Union shall forward to the City the Union's portion of the California State Mediation and Conciliation Services (CSMCS) fee within sixty (60) days of receipt of the City Manager's response. Failure by the Union to meet either the thirty (30) day or sixty (60) day deadline for both referral to Arbitration and payment of the CSMCS fee shall be deemed as a full and complete waiver by the Union to appeal the City Manager decision to Arbitration and the City Manager decision shall be final and binding on all parties.~~

38.3.5.3 Process: ~~The impartial arbitrator shall be selected from the California State Mediation and Conciliation Services (CSMCS) unless another party is mutually agreed upon. CSMCS will provide a list of five (5) arbitrators. The City and the Union will alternately strike a name until one remains. The remaining name will be the arbitrator.~~

An impartial arbitrator shall be selected on a rotating basis from a list of arbitrators to be agreed upon by the parties within ninety (90) days following adoption of this Agreement, which shall be appended to this Agreement, provided however that any request for arbitration arising prior to agreement between the parties on the list of arbitrators shall be processed in accordance with Section 38.3.5.3 of the predecessor 2021-2024 MOU. using the list below.

The Union offers this list and the City can pick any five arbitrators from this list.

John LaRocco

Paul Roose

Cheryl Stevens

Katherine Thomson

David Weinberg

Claude Ames

Fred Butler

David Handsher

Najeeb Khoury

Yuval Miller

Joel Schaffer

Greg Lim

The first arbitration shall utilize the first arbitrator on the list and each arbitrator will be used in succession until each arbitrator on the list has been utilized, at which point the next

arbitration will be heard by the first arbitrator on the list.

Once a matter has been appealed to arbitration, the City will notify the arbitrator next in line on the list. The selected arbitrator shall offer five (5) or more hearing dates within six (6) months of the date of selection. Each party shall endeavor to make themselves available for at least one (1) of the hearing dates offered by the arbitrator.

The cost of the arbitrator's decision shall be borne equally by the parties.

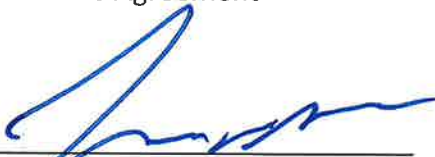
The arbitrator may hear testimony, receive written briefs, interview witnesses, and conduct any investigations she or he deems appropriate, and shall render a final and binding decision to the parties which will end the formal grievance process.

No Arbitrator shall entertain, hear, decide or make recommendations on any dispute involving a deposition over which a formally recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as specified in this Section.


Proposals to add or to change the Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate the Agreement, nor any matter or subject arising out of or in connection with such proposal may be referred to arbitration under this Section; and neither any Arbitrator shall have the power to amend or modify or recommend amendment or modification of the Agreement, or any written agreements or addenda supplementary hereto or to establish or recommend establishment of any new terms and conditions of employment.

No changes in this Agreement or interpretation thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union.

Tentative Agreement



Jonathan Holtzman
Date: 11/11/24




Nato Green
Date: 11/11/2024




Aram Kouyoumdjian
Date: 11/1/24

Allison Riemer
Date:

SEIU Local 1021/CSU-PTRLA counter to City of Berkeley
October 28, 2024
Union Proposal #44 v2



Julio Corral
Date: 11/18/24




Jose Guerrero
Date: 11/01/24

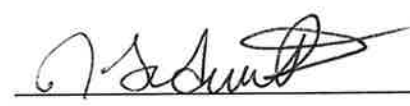
Arcata Griffin
Date:

Julia Wiswell
Date:

Jamie Cooney
Date:



Danielle Hall
Date: 11-1-2024



Nico Ledwith
Date: 11/1/24

Christina Rea
Date:

City Counter-Proposal to Union Proposal #47

11/18/2024


38.2.1 **Grievance:** Any dispute which involves the interpretation or application of the terms of this Agreement and those rules, regulations, and resolutions **formal Administrative Regulations within the scope of bargaining that do not include their own internal resolution procedures (e.g., the Telework Policy)**, which have been or may hereafter be adopted by the City Council, Board of Library Trustees, and Rent Board to govern personnel practices and working conditions, including such rules, regulations and resolutions as may be adopted by the City Council, Board of Library Trustees and Rent Board to effect Memorandum Agreements which result from the meeting and conferring process. The grievance procedure outlined herein shall be the sole formal mechanism for resolving disputes or complaints of unit members.

Tentative Agreement



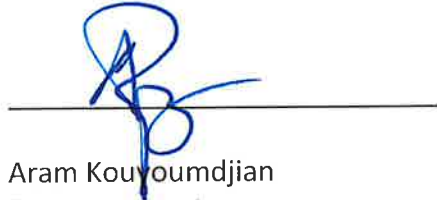
Jonathan Holtzman

Date: 11/18/24



Nato Green

Date: 11/18/24



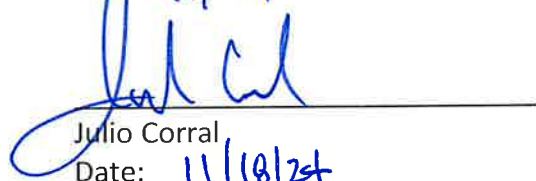
Aram Kouyoumdjian

Date: 11/18/24



Allison Riemer

Date: 11/18/24



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 11/18/24

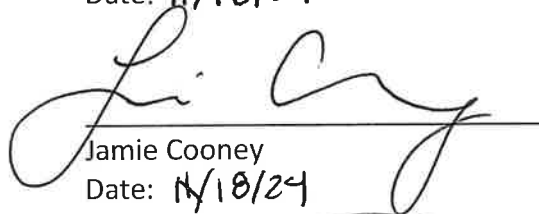
Arcata Griffin

Date:



Julia Wiswell

Date: 11/18/24



Jamie Cooney

Date: 11/18/24



Danielle Hall

Date: 11-18-2024



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

City Counter-Proposal to Union Proposal #JP 2 v2

10/22/2024

TRAUMATIC LEAVE

Effective **sixty ninety (90) days following ratification of this Agreement** ~~the first full pay period in July 2025,~~ unit members who, during their scheduled workday in the course and scope of their employment, become personally involved in or personally observe a traumatic event as defined in this section may be placed on Traumatic Event Leave by their departmental Director for the balance of that workday up to eight (8) hours. The unit member will be in paid status during the pendency of this leave, and any leave granted pursuant to this section shall not be charged against any other paid leave accrued by the employee.

For purposes of this section, "traumatic event" can be any of the following:

- Witnessing a shooting, stabbing, or physical or sexual assault;
- Being a victim of a shooting, stabbing, or physical or sexual assault;
- Sudden and catastrophic building damage displacing the unit member from their work location for at least the balance of the day;
- Life-threatening fire that necessitates evacuation and results in displacement of the unit member from their work location for at least the balance of the day;
- Death of a City employee within the unit member's immediate work group (defined as the smallest applicable divisional section consisting of 10 or fewer employees);
- Death of a client – applicable only to providers of mental health services within the Housing, Health & Community Services department.

Tentative Agreement



Jonathan Holtzman

Date: 10/28/24



Aram Kouyoumdjian

Date: 10/28/24



Nato Green

Date: 10/27/24



Allison Riemer

Date: 10/28/24



Julio Corral

Date: 11/18/24

Internal



Jose Guerrero

Date: 10/28/24

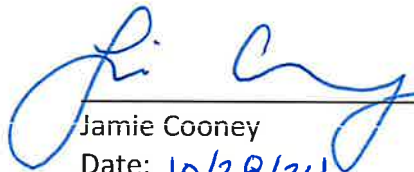
Arcata Griffin

Date:



Julia Wiswell

Date: 10/28/24



Jamie Cooney

Date: 10/28/24



Danielle Hall

Date: 10-28-24



Nico Ledwith

Date: 10/28/24



Christina Rea

Date: 10/28/24

City Counter-Proposal to Union Proposal #JP 3

11/18/2024

Section 9: Salaries

Effective the first **full** pay period after ratification and Council approval on its regular agenda, the salary ranges for those classifications covered by this Agreement will receive a salary increase equal to **six percent (6.0%)** ~~five and a half~~ ~~four three and a half percent (5.5% 4.0 3.5%3.0)~~.

Effective the first full pay period in July ~~2022-2025~~, the salary ranges for those classifications covered by this Agreement will receive a salary increase equal to **four percent (4.0%)** ~~three percent (3.0%)~~.

Effective the first full pay period in July ~~2023-2026~~, the salary ranges for those classifications covered by this Agreement will receive a salary increase equal to **two and a half percent (2.5%)** ~~one two and a half~~ ~~three percent (1.0 2.5 3.0%)~~.

Effective the first full pay period in January 2027, the salary ranges for those classifications covered by this Agreement will receive a salary increase equal to two percent (2.0%).

~~Effective the first full pay period after Union ratification and City Council adoption of this successor contract, a one-time non-pensionable lump sum payment of \$1,000.00 for each non-career bargaining unit employee shall be conferred. Eligible employees must be current City employees in paid status for the full pay period this lump sum is conferred and shall not apply to unit members who are in unpaid status. Such payment shall be subject to required payroll tax deductions. The parties agree that this lump sum provision does not create or bind the City to any precedent or past practice.~~

Effective the first full pay period after Union ratification and Council approval, career full-time employees (which for the purposes of this Section only shall include career employees who regularly work 30 or more hours per week) shall receive a lump sum payment of \$1,750 as Pandemic Service Appreciation Pay; all other bargaining unit members shall receive \$1,000. This payment shall only be paid to employees who are currently employed as of the date on which the payment is made. This payment shall resolve the Union's pending Unfair Labor Practice Charges, grievances, and requests to meet and confer that pertain to "Hero Pay," and the Union acknowledges that any pending claims to additional "Hero Pay" are hereby resolved. Notwithstanding the foregoing, this agreement does not compromise the pending eligibility determinations for "Hero Pay," pursuant to the original eligibility criteria set for the City's Hero Pay Initiative, for any individuals identified by the Union by November 30, 2024.

Tentative Agreement



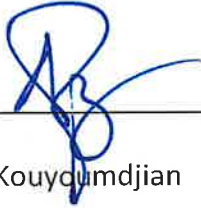
Jonathan Holtzman

Date:



Nato Green

Date: 11/18/24



Aram Kouyoumdjian

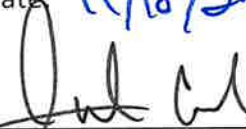
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11/18/24



Allison Riemer

Date: 11/18/24



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 11/18/24

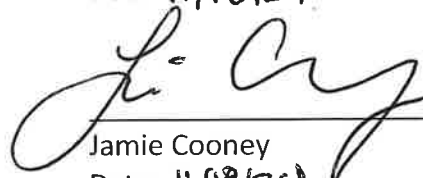
Arcata Griffin

Date:




Julia Wiswell

Date: 11/18/24



Jamie Cooney

Date: 11/18/24



Danielle Hall

Date: 11-18-2024

Internal



Nico Ledwith

Date: 11/18/24



Christina Rea

Date: 11/18/24

City Proposal # 11 – Resolution of Pending ULP and Grievances

11/18/2024

The following shall be attached as a side letter to the MOU.

Side Letter: Resolution of Pending Unfair Labor Practice Charges and Grievances

Within 30 days of ratification by the Union and approval by City Council, career full-time employees (which for the purposes of this Section only shall include career employees who regularly work 30 or more hours per week) will be paid a one-time lump-sum of four hundred dollars (\$400) to resolve all pending Unfair Labor Practice charges and group grievances filed by the Union. All such Unfair Labor Practice charges and grievances will be held in abeyance until the time of payment, and the Union will withdraw all such charges and grievances within 10 days after payment. This agreement shall not apply to the pending grievance entitled Benefits for Part Time Workers filed on August 26, 2023.

Tentative Agreement



Jonathan Holtzman

Date: 11/18/24



Aram Kouyoumdjian

Date: 11/18/24



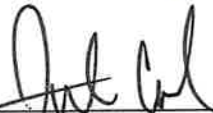
Nato Green

Date: 11/18/24



Allison Reimer

Date: 11/18/24



Julio Corral

Date: 11/18/24



Jose Guerrero

Date: 11/18/24

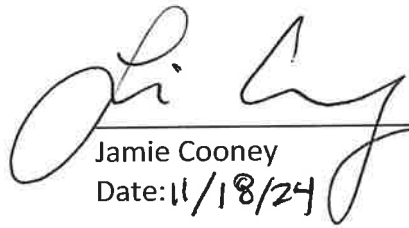
Arcata Griffin

Date:



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