***Comprehensive Package Proposal***

***The below set of proposals is a package proposal from the City of Berkeley (“City”) to SEIU Local 1021/CSU-PTRLA (“Union”) with respect to the parties’ successor MOU negotiations. The proposals below are contingent upon the parties reaching tentative agreement on the entire package set forth below and on the entire successor MOU. The City will consider a rejection of any portion a general rejection of the entire package. In the event of a rejection, the City’s position on all items at the table shall revert to the most recent position adopted prior to passing this package proposal. Acceptance of this package proposal resolves all issues between the City and the Union regarding the successor MOU. The City reserves the right to amend, revise, supplement, or withdraw this package proposal, or any part of thereof, at any time.***

***The following is a summary of the City’s proposals and responses to Union proposals that constitute this comprehensive package proposal. Proposals modified from the prior version are enclosed with this cover sheet.***

### City Proposals:

* 1. CP 7 – Rec Activity Leader Salary Steps

### City Counters to Union Proposals:

* 1. UP 2 – Part Time Employees & Pro-Rated Benefits (as proposed 10/15/24)
  2. UP 3 – Holidays (as proposed 10/15/24)
  3. UP 4 v2 – Public Health Equity Adjustments (modified 11/1/24)
  4. UP 7 – Hazard Pay (modified 11/1/24)
  5. UP 20 – Vision Coverage (as proposed 10/28/24)
  6. UP 25 v3 – Library Supervisor in Charge (modified 11/1/24)
  7. UP 27 – First Aid for Rec Leaders (proposed mutual withdrawal)
  8. UP 41 – Minimum Wage and Equity Adjustments (as proposed 10/28/24)
  9. JP v3 – COLA Salary Rates (as proposed 10/28/24)

### All prior tentative agreements will be included in the successor MOU:

* 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 5 v2 – Sports Field Monitors
  10. City Counter to UP 11 v4 – Bilingual Pay
  11. City Counter to UP 14 v2 – Sabbatical Leave
  12. City Counter to UP 15 v2 – Cancer Screening Leave
  13. UP 21 v3 – Equity Studies (as proposed by Union on 10/22/24)
  14. City Counter to UP 22 v2 – No Discrimination
  15. City Counter to UP 23 – Union Member Leave
  16. City Counter to UP 24 v3 – Training Differential (as proposed by City on 10/28/24)
  17. City Counter to UP 26 v2 – Longevity Pay
  18. City Counter to UP 29 – Info Systems Specialist
  19. UP 30 v3 – Protective Clothing and Shoes (as proposed by Union on 10/22/24)
  20. City Counter to UP 34 – Payroll Errors
  21. UP 38 – New Hire Info (Printing)
  22. City Counter to UP 39 v2 – Desk Audits
  23. UP 44 – Arbitration Selection (as proposed by Union on 10/28/24) (TA needs signatures)
  24. City Counter to JP 2 v2 – Traumatic Leave

1. **All proposals previously withdrawn will *not b*e included in the successor MOU:**
   1. CP 2 – No Discrimination
   2. UP 8 – Onboarding
   3. UP 9 – Step Advancement
   4. UP 10 – Consecutive Days Off
   5. UP 12 – Vacation Accumulation
   6. UP 13 – Paid Status
   7. UP 16 – Feedback for Supervisors
   8. UP 17 – Professional Association Renewal
   9. UP 18 – Commuter Check
   10. UP 19 – Professional Conferences
   11. UP 28 – Monetary Remedies
   12. UP 31 – Shift Differential
   13. UP 32 – Notice
   14. UP 33 – Payment On Termination
   15. UP 36 – Retiree Health
   16. UP 37 – Vacation Cash Out
   17. UP 40 – Open Bargaining
   18. UP 43 – Release Times
   19. UP 45 – Health-in-lieu
   20. UP 46 – ICC Differential
   21. JP 1 – Lactation Accommodation
   22. JP 4 – SRIP II
   23. JP 5 – CalPERS
   24. JP 6 – Parental Leave

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

TEXT OF MODIFIED AND NEW CITY COUNTER-PROPOSALS

**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:**

**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 |

**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 (24 790), 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 unhoused 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 unhoused settings.

**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 ~~w~~**~~hen 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.**