

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH PUBLIC WORKS EMPLOYEE ASSOCIATION

APRIL 1, 2017 – MARCH 31, 2022

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH PUBLIC WORKS EMPLOYEES ASSOCIATION

REPRESENTATIONAL UNIT NO. I

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing April 1, 2017, and ending March 31, 2022.

ARTICLE 1 **RECOGNITION**

1.1 Association Recognition

The Antioch Public Works Employees Association, Unit I, hereinafter referred to as the "Association", is the recognized employee organization. The following classifications are assigned to this bargaining unit:

- Aquatics Maintenance Worker I/II
- Collections Systems Worker I/II/Leadworker
- Cross-Connection Control Specialist I/II/Leadworker
- Equipment Mechanic I/II
- Equipment Operator
- Facility Maintenance Worker I/II/Leadworker
- Fleet Leadworker
- Fleet Services Technician
- General Laborer
- Landscape Maintenance Worker I/II/Leadworker
- Marina Maintenance Worker I/II
- Meter Service Worker
- Sewer Camera Truck Operator
- Street Maintenance Worker I/II/Leadworker
- Warehouse Maintenance Worker I/II/Leadworker
- Water Distribution Operator I/II/Leadworker

1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

ARTICLE 2 **ASSOCIATION SECURITY**

2.1 Agency Shop

- A. Represented employees shall, as a condition of employment, either:
1. Become and remain a member of the Association; or
 2. Pay to the Association an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:
 - (1) STAND! For Families Free of Violence
1410 Danzig Plaza, Concord, CA 94520
(888) 215-5555
 - (2) Child Abuse Prevention Center
2120 Diamond Blvd., Suite 120, Concord, CA 94520
(925) 798-0546
 - (3) Contra Costa County Employment and Human Services
4545 Delta Fair Blvd, Antioch, CA 94509
(925) 706-4710
- B. It shall be the sole responsibility of the Association to determine an agency shop fee, which meets the above criteria. The Association shall provide the City with a copy of the Association's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by an employee to invoke the said procedure within one month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by law.

- C. Annually, the Association shall provide the City with copies of the financial report required pursuant to Section 3502.5 (f) of the California Government Code. Such report shall be available to employees in the unit within sixty (60) days after the end of the fiscal year.
- D. Such dues or fees shall, as a condition of continued employment, be deducted from the employee's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment pursuant to the procedures set forth in Section 2.2, below.
- E. The City shall provide the above information concerning the Agency Shop provisions, including the fair share/Association membership form, to all new employees who become covered by this MOU.
- F. The Association shall defend, indemnify and hold harmless the City, its officers and employees, from any claims, demands, suits, or any other action, from any parties other than the Association, arising from the Agency Shop agreement and/or other Association-related deductions from employees' paychecks.

2.2 Dues Deduction

The following procedures shall be observed in the withholding of employee earnings:

- A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.
- B. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager, subject to the provisions of sub-paragraph (E) of this Section. Employees may authorize dues deductions only for the Association certified as the recognized representative of the unit to which such employees are assigned.
- C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.
- D. The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- E. All employees who are members of the Association, and all employees in

the aforementioned unit who become members of the Association, shall, as a condition of employment, remain members of the Association for the duration of this Memorandum of Understanding and each year thereafter. During a period of thirty (30) days prior to the expiration of this Memorandum of Understanding, any employee who is a member of the Association shall have the right to withdraw from the Association. Employees who withdraw membership from the Association shall, at that time, exercise one of the remaining options specified in Section 2.1 A, above. Said withdrawal and exercise of alternative option shall be communicated by the employee in writing to the Employee Relations Officer who shall accept and process the written withdrawal only during the above-mentioned thirty (30) day period. A withdrawal submitted to the Employee Relations Officer outside of the thirty (30) day period shall be returned to the employee. Immediately upon the close of the above-mentioned thirty (30) day period the Employee Relations Officer shall submit to the Association a list of the employees who have rescinded their Association membership and shall notify the Association of the alternative options selected by such employees.

ARTICLE 3 **ASSOCIATION REPRESENTATIVES**

3.1 Release Time

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).

3.2 Association Release Bank

Upon request of the Association, the City shall create an Association release time bank. Employees may utilize the Association Release Time Bank for attending Association sponsored trainings or Association sponsored meetings. Use of accruals from the Association Release Time Bank must be made in 4 hour increments.

Employees represented by APWEA may contribute their earned vacation balances to the Association Release Time Bank. Donations are irrevocable and must be made in one (1) hour increments.

The City shall develop a system to account for the Release Time Bank. The City shall provide quarterly statements to the Association, which shall include:

- An accounting of all deposits
- An accounting of all withdrawals
- The current balance of the Release Time Bank

ARTICLE 4
ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

ARTICLE 5
USE OF CITY FACILITIES

City employees or the Association or their representatives may, with the prior approval of the Human Resource Director, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE 6
BULLETIN BOARDS

The Association may use portions of City bulletin boards under the following conditions:

1. All material must be dated and must identify the Association that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Association materials.
4. If the Association does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

ARTICLE 7
ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and the Association shall be given the opportunity to meet with City representatives prior to adoption. In cases of

emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE 8 **CITY RIGHTS**

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards or services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

ARTICLE 9 **NO DISCRIMINATION**

There shall be no discrimination based on race, creed, color, national origin, religion, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, Association activities, or any other status protected by State or Federal law against any employee or applicant for employment by the Association, the City, or anyone employed by the City.

ARTICLE 10 **HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY, COMPENSATORY TIME**

10.1 Hours of Work

The straight-time work week shall consist of four (4) or five (5) consecutive workdays totaling forty (40) hours. First Shift: Normally, employees assigned to the first shift are scheduled to work from 7:00 a.m. to 3:30 p.m. Monday through Friday. Second Shift: Normally, employees assigned to the second shift will have a start time between 8:00 a.m. and 9:30 a.m. and are scheduled to work Monday through Friday. Second shift assignments shall be reviewed and/or modified on a quarterly basis by a committee consisting of labor representatives and management representatives. Management reserves the right to modify work schedules to meet the operational needs of the Department. Except in the case of an emergency, an employee's work schedule shall not be changed without first providing him/her with forty-eight (48) hours advance notice of the change.

10.2 Overtime Authorization

All overtime must be authorized by the Department Head or his/her designated representative in advance of being worked.

Under normal circumstances full-time regular and probationary employees shall have first preference for overtime; however, during unusual/emergency situations, any employee shall be assigned to work the necessary overtime.

10.3 Definition of Overtime

For employees who are scheduled to work forty (40) hours a week, overtime is defined as any authorized time worked in excess of the employee's regularly scheduled work day or regularly scheduled work week. For employees who are scheduled to work less than forty (40) hours a week, overtime is defined as any authorized time worked in excess of forty (40) hours in a workweek.

Overtime shall be compensated at the rate of one-and-one-half (1-1/2) times the employee's regular straight-time rate of pay except for work performed under the standby provisions as set forth in Sub-articles 10.5. Overtime shall be paid or accrued as compensatory time off at the employee's option. Such option is to be exercised during the pay period when the overtime is earned.

10.4 Call Back

If an employee is called back to work after leaving the workplace at quitting time, prior to 12:00 midnight, employee shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay or time and one-half (1-1/2) whichever is greater. Calls responded to after 12:00 midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall, upon reporting, receive a minimum of three (3) hours' hours work or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay or time and one-half (1 ½) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours. This provision does not apply to instances in which the employee is called to report before the regular starting time and is worked from the time the employee reports to the regular starting time.

10.5 Standby

Any employee on the standby list and who is on standby shall be compensated as follows:

For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of standby compensation in addition to pay for hours actually worked. Employees on secondary standby assignment shall receive twelve (12) hours of standby compensation in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.

10.6 Holiday Standby Compensation

Employees on standby shall receive six (6) additional hours standby pay for each holiday except Thanksgiving, Christmas and New Year's when compensation shall be an additional eight (8) hours. The City may assign two additional secondary positions to the Thanksgiving, Christmas and New Year's Standby.

10.7 Acting Pay

An employee who is assigned in writing, and approved by the Department Head or his/her designee, to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification shall be paid acting pay for the entire shift, including all overtime hours contiguous to the employees shift. Acting pay shall be five percent (5%) of

base pay per day or the lowest salary step in the higher classification, whichever is greater, but not to exceed the maximum of the range established for the higher classification.

Eligibility for Acting Pay shall be after the completion of five (5) working days in the acting assignment, unless a forty (40) hour qualifying period has already been completed.

Acting assignments shall be offered to the most qualified eligible employee, as determined by the Department Head. If employees' qualifications are substantially equal, as determined by the Department Head, the acting assignments shall be offered to a regular employee prior to offering the assignment to a probationary employee.

10.8 Compensatory Time

An employee not authorized to work standby shall be allowed to accumulate forty (40) hours of compensatory time off. An employee authorized to work on the rotating standby system may accumulate eighty (80) hours of compensatory time off. Compensatory time off of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day compensatory time off requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

Employees may "cash out" accrued compensatory time by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid during the first pay period that is at least two (2) weeks following the receipt of such request. Each cash out request must be for a minimum of ten (10) hours.

ARTICLE 11 **SALARIES, WAGE ESCALATOR AND SALARY**

11.1 Salaries

Effective the first full pay period of April 2017 salaries shall receive an across the board increase of by 2.5%.

Effective the first full pay period of April 1, 2018, an across the board increase of 2.0%.

Effective the first full pay period of April 1, 2019, an across the board increase of 3.0%.

Effective the first full pay period of April 1, 2020, an across the board increase of 2.75%.

Effective the first full pay period of April 1, 2021, an across the board increase of 3.0%.

11.2 Shift Differential

Represented employees who are regularly scheduled to work on Saturdays and Sundays shall receive an additional 5% of their base rate of pay for all hours worked on Saturdays and Sundays, including all overtime hours that are worked on Saturdays and Sundays.

11.3 Certification Pay

Employees are eligible for certification pay when they possess jointly approved certificates beyond the certificates required by their classification job description. The list of jointly approved certificates is maintained by Public Works Department Administration.

Certificate Pay shall be five percent (5%) of base pay. An eligible employee shall receive certificate pay for all hours paid while meeting the criteria for certification pay. Employees shall receive certificate pay for only one certificate at a time. If an employee possesses multiple qualifying certificates, he/she will still only receive five percent (5%) of base pay.

The City shall pay for the cost associated with one prep class. The City will reimburse employees for test/certificate fees in accordance with Section 25.14 of this MOU.

If an employee's certificate expires, the employee shall no longer be eligible for certificate pay.

The employee shall be returned to the highest position that the employee qualified for prior to the expiration of the certificate (the employee's position and pay shall be downgraded to the highest position that the employee qualified for prior to the date the certificate expired). The employee's certificate pay and position shall be reinstated upon renewal of the appropriate certificate. All cost associated with recertification due to an expired certificate shall be paid by the employee. This section also applies to required certificates.

If an employee has an additional certificate, the employee may be eligible for certificate pay for that certificate.

If an employee does not maintain a certificate, the employee will no longer be eligible for that Certificate Incentive. The employee will continue to be eligible for Certificate Incentive for any other certificate the employee maintains which qualifies for Certificate Incentive

11.4 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

11.5 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he/she may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager or his/her designee shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service

in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step D and City Manager's approval.

11.6 Conversion Rate

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Finance Director, subject to the approval of the City Manager.

11.7 Lapse of Certificate

All employees are responsible for renewing and maintaining the certificates they acquired as minimum qualifications for the job they hold. If an employee allows a certificate to lapse, he/she shall be subject to discipline as defined in Article 20 of this Agreement.

11.8 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Benefits, including life insurance, medical insurance, dental coverage, deferred compensation, retirement contributions, vacation and sick leave shall be granted. The City's contribution toward benefit premiums/cafeteria plan shall be calculated on a prorated basis by dividing the regularly scheduled hours each week by forty (40) hours. That factor shall be the percentage of the City's contributions for part-time employees. Employee's paid leave accruals shall also be calculated based on the prorated percentage factor.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

11.9 Salary Survey

The City will conduct a benchmark salary survey commencing in September 2021. The cutoff date for the collection of data shall be October 1, 2021. Any increases negotiated beyond that date shall not be included in the survey. If an agreement has a retroactive salary/benefit increase effective prior to October 1, 2021, but is not adopted until after October 1, 2021, those

increases shall not be included in the salary survey. The salary survey shall include the following:

- Top Step of the Salary Range
- Bottom Step of the Salary Range
- Classic and PEPRA PERS Retirement Formula and the associated Employer and Employee contribution rates
- Any deferred compensation contributions by the employer
- Employer benefit contributions
 - Medical
 - Dental
 - Vision
 - EAP
 - LTD
 - Safety shoes

The City and APWEA shall provide each other with a list of comparable agencies to be surveyed. The City and APWEA will meet and select the survey agencies. The City will gather survey data and share the data with APWEA. When selecting the agencies parties will consider at least the following criteria:

- Proximity
- Sewer Collection Responsibilities
- Water Distribution Responsibilities
- Public Works responsibilities
- Community Populations
- Per capita Revenue comparisons
- Sewer and water rates of comparable agencies

The parties understand and agree that the purpose of this survey is to gather data. Completion of this survey in no way implies an intent or commitment to compensate any classifications beyond the establish salary ranges.

ARTICLE 12 **HEALTH AND WELFARE**

12.1 Medical Insurance

- A. The City contracts with the Public Employees' Retirement System (PERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS.
- B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the

City's health insurance plans.

- C. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

12.2 Dental Insurance

- A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
- B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

12.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
- B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

12.4 Long-Term Disability Insurance

- A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.
- B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

12.5 Vision Care Insurance

- A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan.
- B. Enrollment in the Vision Plan is optional.

12.6 Employee Assistance Program

- A. The City shall contribute the monthly premium amount on behalf of each represented employee for the City's Employee Assistance Program (EAP).
- B. Enrollment in the EAP is mandatory.

12.7 Gym/Health Club Reimbursement Program

- A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym.
- B. Employees, who provide written proof of membership pursuant to paragraph A. above, may receive up to \$27.00 per month not to exceed 100% of the cost of such membership, on an after-tax basis.

12.8 Flexible Benefits (Cafeteria)

- A. Effective December 2016 the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees:
 - 1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$848.03 per month.
 - 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,322.62 per month.
 - 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1,645.81 per month.
- B. The City shall increase its contributions to the Flexible Benefits Plan: The amounts specified in Section 12.8. A of this Article will reflect increases determined pursuant to the following procedures:
 - 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
 - 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
 - 3. The City then shall divide the sum of the increases by the total current contribution to the cafeteria plan for each of the appropriate two plans at

each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.

4. The City would then increase the amounts provided in Section 12.8, A. by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).
 5. If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 12.8.A. of this MOU by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.
- C. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
1. During the designated Open Enrollment Period each year, each employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefits Plan.
 2. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
 3. If the costs of an employee's selections under the Flexible Benefits Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.
 4. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
 5. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax

withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

- D. Effective January 1, 2018, the City shall make the following contributions to the Flexible Benefits Plan on behalf of the employees. These contributions include the Minimum Employer Contribution (MEC) required by CalPERS:
1. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate per month.
 2. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
 3. For each employee who is eligible for family medical coverage, the City shall contribute ninety five (95%) of the Kaiser family rate per month.
 4. In addition to the City Contributions above, the City shall make an additional contribution to the flexible benefit plan on behalf of the employee equal to 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party, family).
 - a. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- E. Employees hired by the City after December 31, 2017, cash back in lieu of benefits shall be limited to \$250 per month.

12.9 Alternative Health & Welfare Benefits

- A. The City and the Association may, by mutual agreement, re-open discussions at any time during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.

- B. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.

12.10 Benefit Contribution Deduction

- A. The Association and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

ARTICLE 13 **RETIREMENT**

13.1 Retirement

- A. Public Employees' Retirement System (PERS)
All regular status employees hired prior to January 1, 2013, and PEPRAs legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRAs provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

- B. Medical-After-Retirement
For employees hired prior to September 1, 2007 the City shall provide a Medical-After-Retirement benefit in accordance with the Medical After Retirement Plan on file in the Human Resources Department. The City shall contribute a set percentage of salary each month, as determined and, as may be changed from time to time by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute one point Five (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event APWEA requests all impacted employees to make a contribution of two point five percent (2.5%) of the employee's base salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees Two point Five percent (2.5%).

ARTICLE 14
HOLIDAYS

14.1 Holidays Observed

The City shall observe the following holidays during the term covered by the Memorandum of Understanding:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	First Monday, September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday, November
Day after Thanksgiving	Fourth Friday November
Christmas Eve	December 24th
Christmas	December 25th

14.2 Floating Holidays

The City shall provide two (2) floating holidays, and employees with less than six (6) months' service but at least two (2) months' service in a calendar year shall receive only one (1) floating holiday. The specific date to take said day(s) shall be mutually determined between the employee and his/her Department Head--normally five (5) working days in advance but in no instance less than twenty-four (24) hours in advance of the proposed date. The floating holidays must be taken in the calendar year and must be taken off as whole days.

14.3 Holiday Pay

Should an employee be called to work on a designated holiday or scheduled floating holiday, the employee shall receive holiday pay at time and one-half (1-1/2) for each portion of an hour worked.

14.4 Holidays on Saturday/Sunday

When a holiday falls on Saturday, the preceding work day shall be observed. When a holiday falls on Sunday, the following work day shall be observed.

ARTICLE 15
VACATION

15.1 Vacation Scheduling and Qualifying

Only employees who have a minimum of six (6) months of regular status City service shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be

determined by the Department Head or his/her designee with due regard to the wishes of the employee and particular regard to the need of the City.

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours' notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

15.2 Vacation Benefits

All employees shall earn an annual vacation leave as follows:

- 3.385 hours per pay period from the date of initial hire through the fourth year of service (11 days per year).
- 4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).
- 5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).
- 6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).
- 7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

15.3 Vacation Accumulation

Employees may accrue vacation credit up to a maximum of the amount accumulated for twenty-one (21) months service. At that point, the employee accrues no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the twenty-one (21) months figure.

15.4 Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid the cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

15.5 Holiday During Vacation Leave

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

ARTICLE 16 **SICK LEAVE**

16.1 Benefits

- A. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency care for seriously ill family members. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accrued at the rate of 3.692

hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

- B. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
- C. If sick leave is used for other than the legitimate purposes described in paragraph F below, such use shall constitute an abuse of the sick leave benefit for which an employee may be disciplined, up to and including termination.
- D. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
- E. An employee who has been absent from work due to an illness for three (3) or more consecutive workdays may be required to submit a doctor's certificate upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, an employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from work, when the employee has been given prior notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
- F. Sick leave may be used only in the following situations:
 - 1. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
 - 2. When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, as defined by state "Kin Care Law", a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days.
 - 3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

16.2 Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

16.3 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human

Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 17 **LEAVES OF ABSENCE**

17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return or because of personal hardship. Employees may not be granted an unpaid leave of absence until all accrued leave, excluding sick leave, is taken, except that the City Manager may grant an unpaid leave of absence before all accrued leave is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on unpaid leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant an unpaid leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

17.2 Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

17.3 Military Leaves of Absence

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employees may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) days, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability

insurance plan unless the employee is using sick leave, vacation or compensatory time. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City for up to one (1) year during an industrial injury leave.

17.5 Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. The City shall provide a self-funded short-term disability plan for the first thirty (30) calendar day waiting period and the plan will be administered in the same manner as State Disability Insurance. The benefit from the self-funded plan shall be integrated with sick leave. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums/cafeteria plan contributions shall be paid by the City during the first six (6) months of an unpaid leave of absence.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

17.6 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances but normally shall not exceed three (3) work days. In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to five (5) days of Bereavement Leave may be approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged against the employee's sick leave balance. Decisions of the City Manager shall be final and will not be greivable. The Department Head involved must be notified in advance.

ARTICLE 18 **PROBATIONARY PERIOD**

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6)

months for promotions. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which promoted, unless discharged.

Any employee who accepts a promotion may, during the probationary period, decide to return to their former position with no loss of seniority or negative effect in future promotional hiring decisions.

ARTICLE 19 **LAYOFF AND REEMPLOYMENT**

19.1 Grounds for Layoff

Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work or lack of funds.

19.2 Determination of Seniority Date

As determined by official City payroll records, all continuous periods of services in the employ of the City shall be counted toward the establishment of an employee's City service date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City seniority service date.

- Leave of Absence
In computing both City and classification seniority, all time spent on paid leave of absence shall be included and unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31st day.

- Appropriate Classification
Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

- Ties
If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring,

the last employee laid off shall be the first employee rehired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of probationary or post-probationary status employees.

19.4 Demotion

Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by APWEA, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

19.5 Re-employment List

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when

time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

19.6 Removal from List

If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally separated.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step which the employee held at the time of separation or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being re-appointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

19.8 Notice of Layoff Association Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Association, the City shall notify the Association of the possibility of such layoffs and shall offer to meet and confer regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction in pay - time off without pay.

The City shall provide thirty (30) calendar days' notice of layoff to affected employees.

19.9 Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee re-employed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

19.10 Appeal

Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In

addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

ARTICLE 20 **DISCIPLINE**

20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City may, in lieu of a suspension or demotion and subject to the mutual agreement of the affected employee, temporarily reduce the base pay rate of any employee for a specified number of pay periods.

20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended or demoted or had his/her base pay rate reduced, the employee shall have the right to appeal his/her discipline through arbitration. Such appeal must be filed with the City Manager in writing within ten (10) working days (for this section working days is defined as days that City Hall is open to conduct business) from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

20.3 Referral to City Manager

The City Manager shall investigate and respond to the disciplinary appeal. No disciplinary appeal may be processed below which has not first been filed and investigated in pursuance of this Sub-Article 20.3. A disciplinary appeal which remains unresolved fifteen (15) calendar days after it has been submitted in writing may be referred to Arbitration only by APWEA.

20.4 Appeal to Arbitration

In the event a disciplinary appeal has not been resolved by the procedures set forth above the Association, and only the Association, may file an appeal with the City Manager requesting Arbitration within fifteen (15) calendar days of the City Manager's decision.

20.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Association and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Association and the City.
- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.

- Arbitrator's decisions on matters properly before them which pertain to the disciplinary actions involving the discharge, suspension, demotion or pay reduction of an employee shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

ARTICLE 21
PERSONNEL RULES

The Association agrees, upon receipt of a written request from the City, to meet and confer with representatives of the City during the term of this Agreement regarding those elements of any proposed revisions to the City's Personnel Rules that are within the scope of bargaining as that term is defined in Section 3504 of the California Government Code. If unable to reach agreement, any impasse between the parties will be resolved pursuant to the City's established impasse resolution procedures.

ARTICLE 22
PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 23
GRIEVANCE PROCEDURE

Effective upon adoption of the MOU by the City Council

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

Grievances filed regarding the following shall be filed at the Sub-Article 23.1 of the grievance procedure and may be processed up to and including Sub-Article 23.4 of the grievance procedure.

- Personnel Rules
- Employer/Employee Relations' Ordinance
- Memorandum of Understanding

23.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his/her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to APWEA, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

23.2 Referral to City Manager

Any employee or any official of APWEA may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 23.3 below which has not first been filed and investigated in pursuance of this Sub-Article 23.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the Human Resource Director may be referred to Mediation.

23.3 Mediation

In the event a grievance has not been resolved by the procedures set forth above the employee or an official of APWEA may file a written request for mediation to the Director of Human Resources within thirty (30) calendar days of the date of issuance of the City Manager's response at Sub-Article 23.2. If the parties mutually agree to mediation, either party may request the assistance of a mediator from the State Mediation and Conciliation Service to assist with the resolution of the grievance. Mediation shall occur as soon as practicable after the initial request. The Mediator does not have the authority to impose a settlement on the parties. Any final settlement of the grievance, mutually agreed to by the parties, shall be reduced to writing and signed by the Grievant, and/or Association (if filed by the Association), and Employer. The final settlement agreement shall be binding on all parties.

All expenses of the mediator, if any, shall be shared and equally divided between the Association and/or Employee and the Employer.

23.4 Appeal to Arbitration

In the event a grievance has not been resolved by the procedures set forth above, the Association, and only the Association, may file an appeal with the City Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.

23.5 Arbitration

The arbitrator shall be selected by mutual agreement between the Association and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by the California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Association and the City.
- Each party, however, shall bear the cost of their own representation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness

fees, and related costs.

- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of this Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to the Agreement.

ARTICLE 24 **OUTSIDE EMPLOYMENT**

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

ARTICLE 25 **SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK**

25.1 Safety Shoes

The City shall contribute Two Hundred Twenty-Seven Dollars and Ninety-Seven Cents (\$227.97) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, etc. Shoes and related accessories may be purchased through the voucher system.

Effective July 1, 2017, the City shall contribute Two Hundred and Seventy-Five Dollars (\$275.00) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, resoling boots, etc.

Effective July 1, 2018, the City shall contribute Three Hundred Dollars (\$300.00) per fiscal year toward the purchase of safety shoes and related accessories such as socks, inner soles, shoelaces, waterproofing products, resoling boots, etc.

Safety shoes must meet or exceed ANSI Class 75 Standards. This means the shoe is constructed to absorb 75 pounds of impact, and a static load of not more than 2500 pounds.

25.2 Uniform Allowance

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out

uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt, safety orange color, per year will be provided. Parkas and windbreakers shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense. There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

25.3 Meal Periods - Outside Regular Working Hours

It is the policy of the Public Works Department, Maintenance Division, to insure the health and welfare of its employees by providing a period for the eating of meals at regular or nearly regular times and intervals when such times or intervals fall within the hours the employee is required to work. Each employee is basically responsible to provide the employee's own meals. It is the intention of the City to provide for alternate eating arrangements when the hours or location of required duty make normal eating habits impossible or impractical. Whenever practical, employees should take meals during normal times and only use commercial establishments when the employee's normal eating arrangements cannot be used because of a requirement that he/she be on duty.

The City may provide appropriate meals and/or refreshments at the site of the work at City expense and employees will not be otherwise compensated for such meals. Normal meal times for the purpose of this policy shall be:

- Breakfast 7:00 to 7:30 a.m.
- Lunch 12:00 noon to 12:30 p.m.
- Dinner 5:00 to 5:30 p.m.
- The minimum interval between eating periods is four (4) hours.

25.4 Meal Payments

When an employee is required to work:

- A. Two (2) or more hours before, and at least two (2) hours after breakfast;
- B. Four (4) hours before, and at least two (2) hours after end of scheduled work day;
- C. Four (4) hours between 5:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee shall receive a meal allowance of eleven dollars and fifty cents (\$11.50).

25.5 Continuity of Work

To avoid excessive loss of time (in transit), employees should not anticipate having work

breaks or lunch consistently at the Maintenance Service Center. When a project will last an individual or crew in excess of two (2) consecutive hours, the employee(s) shall plan on taking an authorized 15-minute work break in accordance with the November 3, 1992, letter outlining the understanding between the Association and the Deputy Director.

Material and tools to complete as much work as can be practically scheduled in advance will be acquired before leaving the Service Center. Vehicle refueling will be accomplished before leaving the Service Center in the morning or upon returning to the Service Center at the end of the day.

25.6 Lunch Period

The purpose of the lunch period is to allow time for the employee to eat lunch and have a brief rest period near the middle of his/her work shift. Not more than thirty (30) minutes will be used to eat lunch. The normal time to begin the lunch period is four (4) hours after the beginning of a work shift. A wash-up period of up to fifteen (15) minutes will be allowed. In no event will any job be shut down for wash-up/lunch for more than forty-five (45) minutes--including any required travel time. Employees may use the lunch period to eat at home provided the above regulations are followed.

25.7 Lunch Period Delay

In the event an employee is required to work through the lunch period, he/she shall be given reasonable time to eat lunch during the work shift. The lunch period delay is intended for unusual circumstances. If the employee works more than eight (8) hours, he/she shall receive overtime in accordance with Article 10, Section 3.

25.8 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

25.9 Health and Safety

- A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.
- B. A minimum of one employee representing the various Associations/Unions in the Department of Public Works shall be a member of the Public Works Department Central Safety Committee. Individuals who do not have their safety issues addressed by their immediate supervisor or the chain of command may present their safety issues to the Public Works Department Central Safety Committee for consideration.
- C. One representative shall be selected to represent the Association on the City-wide Safety Committee.

1. The City-wide Safety Committee shall consist of three (3) representatives selected by Management and three (3) employee representatives selected from the Association.
 2. Appointed representatives from Management and employee representatives from the Association shall meet on a regularly scheduled basis to be mutually agreed upon.
 3. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment.
 4. Representatives of the Joint Association/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. The findings of this investigative team shall be presented to the Joint Association/Management Safety Committee for appropriate action.
 5. Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.
- D. The City shall continue the present practice of providing safety glasses.
- E. Safety Equipment - Management and Association will refer recommendations of the employees to the Public Works Department Central Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

25.10 Contract Work

The City shall notify the Association if it proposes contracting or subcontracting work customarily performed by members of the Association bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Association shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

25.11 Notice of Classification Modification

The Association shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the Association shall be undertaken accordingly.

25.12 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

25.13 Promotion

If there are four (4) or more names on a promotional list, only that list and no open list shall be certified to the department and the selection made to fill the vacancy shall be from that promotional list.

Nothing in this provision will prevent the City from holding concurrent open and promotional recruitments so that an open list exists if there are insufficient names on the promotional list.

This provision applies only to positions in this unit.

25.14 Test/Certificate Fees

The City shall continue its practice of paying for test fees and fees required to obtain and renew certificates but only for employees who take and successfully complete the requirements (including tests) for certification or licensing.

25.15 Electronic Monitoring Devices

Whenever the City acquires a piece of equipment, including a motor vehicle, that is equipped with electronic monitoring devices, the City shall provide written notification of such devices to the Association within fourteen (14) days.

25.16 Alcohol and Drug Testing Policy

The parties have agreed to the Alcohol and Drug Testing policy submitted on September 14, 2005.

25.17 Minimum Rest Periods

Whenever a represented employee has worked twelve (12) or more hours within a twenty-four (24) hour period and the assigned supervisor determines that it is unsafe for the employee to continue working, the supervisor may terminate the employee's work period. If at any time, a represented employee feels he/she cannot continue to work safely because of fatigue, the employee shall notify his/her supervisor immediately.

Employees who are sent home due to fatigue normally shall have a minimum of eight (8) hours off work between the time that he/she is sent home and when he/she reports back to work. If the eight (8) hour rest period extends into the employee's next regularly scheduled workday, he/she shall be paid at the straight time rate of pay for those rest hours that are a part of his/her regular workday. For an employee returning from a eight (8) hour rest period that has extended into his/her regular work shift, the work day shall be determined to have started upon the employee's return to work for the purposes of breaks, meal periods. The employee's quit time will be the same as if he/she had reported for work at the employee's normal start time.

In the case of a declared emergency, the eight (8) hour rest periods may be suspended for the duration of the emergency.

ARTICLE 26
SEPARABILITY OF PROVISIONS

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

ARTICLE 27
PAST PRACTICES AND EXISTING MEMORANDUM OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding, side letters, and/or other agreements between the City and the Association.

The undersigned City and Association representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. 1 and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

City Of Antioch:

Antioch Public Works Employees Association

By: Ron Bernal
Ron Bernal, City Manager

By: Chuck Fleisher
CHUCK FLEISHER
MA STAGNE HOLSTEDT A.P.C.

Dated: 8/3/17

By: Arthur
President

By: J. Carlos Sepeda
VICE PRESIDENT

By: LEO REYES

By: _____ Secretary

By: Robert Callahan
ROBERT CALLAHAN - TREASURE

Additional Commitments

The City will send a notice to all Association members informing them that the MOU contains a provision for an Association Release Bank and the appropriate way to donate to the Association Release Bank.