

**BOARD OF ADMINISTRATIVE APPEALS  
ADMINISTRATIVE REVIEW PANEL**

**SPECIAL MEETING**

**Council Chambers  
200 "H" Street**

**SEPTEMBER 27, 2017  
4:00 P.M.**

**4:00 P.M.    ROLL CALL**    Deborah Simpson, Chairperson  
Ademuyiwa "Ade" Adeyemi, Vice Chairperson  
Andrew Schleder  
April Ussam-Lemmons  
*Vacant*  
Farideh Faraji, Alternate

**PLEDGE OF ALLEGIANCE**

**1.    CONSENT CALENDAR**

- A.**    APPROVAL OF ADMINISTRATIVE APPEALS MEETING MINUTES FOR  
SEPTEMBER 7, 2017

Recommended Action:    Motion to continue the minutes to the next meeting

STAFF REPORT

**2.    REGULAR AGENDA**

**OATH** for all intending to testify

- A.**    **GRIEVANCE HEARING:** CONSIDER APPEAL OF OPERATING ENGINEERS LOCAL UNION NO. 3 REGARDING THE CITY MANAGERS DENIAL OF THE GRIEVANCE THAT SECTION 12.1(B) OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 HAS BEEN VIOLATED.

STAFF REPORT

**PUBLIC COMMENTS—*Only unagendized issues will be discussed during this time***

**WRITTEN/ORAL COMMUNICATIONS**

**ADJOURNMENT**

**Notice of Availability of Reports**

This agenda is a summary of the discussion items/actions proposed to be taken by the Board of Administrative Appeals. Materials provided regarding the agenda items will be available at the following website: <http://www.ci.antioch.ca.us/CityGov/Agendas/default.asp> or at the City Clerk's Office located on the 3<sup>rd</sup> floor of City Hall, 200 H Street, Antioch, CA 94509, Monday through Friday, 8:30 a.m. to 4:30 p.m., for inspection and copying (for a fee). Copies are also made available at the Antioch Public Library for inspection. The meetings are accessible to those with disabilities. Auxiliary aides will be made available for persons with hearing or vision disabilities upon request in advance at (925) 779-7009 or TDD (925) 779-7081.

**Notice of Opportunity to Address the Committee**

The public has the opportunity to address the Board on each agenda item. To address the Board, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. This will enable us to call upon you to speak. Each speaker is limited to not more than 3 minutes. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section on the agenda. No one may speak more than once on an agenda item or during "Public Comments".

***PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.***

**STAFF REPORT TO THE BOARD OF ADMINISTRATIVE APPEALS FOR  
CONSIDERATION AT THE SPECIAL MEETING ON SEPTEMBER 27, 2017**

**PREPARED BY:** Christina Garcia, Deputy City Clerk *Cg*

**DATE:** September 21, 2017

**SUBJECT:** Board of Administrative Appeal Meeting Minutes of  
September 7, 2017

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It is recommended that the Board of Administrative Appeals continue the Meeting Minutes of September 7, 2017, to the next meeting.

**STAFF REPORT TO THE BOARD OF ADMINISTRATIVE APPEALS FOR  
CONSIDERATION AT THE SPECIAL MEETING ON SEPTEMBER 27, 2017**

**PREPARED BY:** Arne Simonsen, CMC, Secretary to the Board

KS

**DATE:** September 21, 2017

**SUBJECT:** Grievance Hearing

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**RECOMMENDATION**

Consider appeal of Operating Engineers Local Union No. 3 regarding the City Managers denial of the grievance that Section 12.1 (8) of the Memorandum of Understanding between the City of Antioch and Operating Engineers Local Union No. 3 has been violated.

**BACKGROUND INFORMATION**

On July 24, 2017 Operating Engineers Local Union No. 3 filed an appeal of grievance in regards to Section 12.1 (8) as it pertains to the Memorandum of Understanding between the City of Antioch and Operating Engineers Local Union No. 3.

**ATTACHMENTS**

- A. Grievance Letter
- B. Memorandum of Understanding between the City of Antioch and Operating Engineers Local Union No. 3
- C. E-mail Letter from Operating Engineers Local Union No. 3 dated September 21, 2017 including Exhibits 1 – 6





# OPERATING ENGINEERS LOCAL UNION No. 3

1916 NORTH BROADWAY, STOCKTON, CA 95205 • (209) 943-2332 • FAX (209) 948-2319

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii, and the Mid-Pacific Islands

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July 24, 2017

Ron Bernal  
City Manager  
200 "H" Street  
Antioch, Ca. 94509

RE: Appeal of Grievance, in regards to section 12.1 (B) as it pertains to Unit IV  
MOU to the "Board of Appeals."

Mr. Bernal,

On Behalf of Unit IV, Operating Engineers Local Union #3 are Appealing your  
decision on Unit IV's grievance regarding Section 12.1 (B) of their current MOU to  
the "Board of Appeals."

If you have any questions or need clarification on anything please feel free to  
contact me. Thank you

Darren Semore

*Darren Semore*  
Business Representative

Operating Engineers Local Union #3

Cell (209) 628-7197

## **Mastay, Nickie**

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**From:** Mastay, Nickie  
**Sent:** Wednesday, August 02, 2017 10:47 AM  
**To:** 'Semore, Darren'; Hoffmeister, Phil; Scudero, Kevin  
**Cc:** Bernal, Ron  
**Subject:** Board of Appeals

Good morning,

Please let me know your availability for a Board of Appeals Special Meeting on either September 21<sup>st</sup> at 4pm or September 27<sup>th</sup> at 4pm.

Thanks

Nickie Mastay  
Administrative Services Director  
City of Antioch  
Ph. 925.779.7021  
Fx. 925.779.7002

**Simonsen, Arne**

**From:** Simonsen, Arne  
**Sent:** Tuesday, September 12, 2017 1:18 PM  
**To:** 'dsemore@oe3.org'  
**Cc:** Garcia, Christina; Mastay, Nickie  
**Subject:** Appeal of Grievance

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	'dsemore@oe3.org'	
	Garcia, Christina	Delivered: 9/12/2017 1:18 PM
	Mastay, Nickie	Delivered: 9/12/2017 1:18 PM

Mr. Semore,

Your Appeal of Grievance on behalf of Unit IV, Operating Engineers Local Union #3 dated July 24, 2017, will be heard before the Antioch Board of Administrative Appeals on **Wednesday, September 27<sup>th</sup> at 4:00 p.m.** in the Antioch City Council Chambers.

I request if you have any documentation in support of your appeal that can be provided to the Board in advance so that it can be included in the board member agenda packets, it would be greatly appreciated.

Please email it to [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or mail it to our address below to be received no later than September 28<sup>th</sup> to ensure that we comply with the Brown Act 72-hour notification requirement.

Respectfully,  
 Arne

*Arne Simonsen, CMC*

City Clerk/Secretary to the Board of Administrative Appeals  
 City of Antioch  
 P.O. Box 5007  
 Antioch, CA 94531-5007  
 (925) 779-7008

The City keeps a copy of all E-mails sent and received for a minimum of 90 days. All retained E-mails will be treated as a Public Record per the California Public Records Act, and may be subject to disclosure pursuant to the terms and subject to the exemptions of that Act.

**Simonsen, Arne**

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**From:** Microsoft Exchange  
**To:** 'dsemore@oe3.org'  
**Sent:** Tuesday, September 12, 2017 1:18 PM  
**Subject:** Relayed: Appeal of Grievance

**Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:**

['dsemore@oe3.org'](mailto:dsemore@oe3.org)

Subject: Appeal of Grievance

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Sent by Microsoft Exchange Server 2007

**Simonsen, Arne**

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**From:** Semore, Darren [dsomore@oe3.org]  
**To:** Simonsen, Arne  
**Sent:** Tuesday, September 12, 2017 1:33 PM  
**Subject:** Read: Appeal of Grievance

Your message was read on Tuesday, September 12, 2017 1:32:40 PM (GMT-08:00) Pacific Time (US & Canada).



RESOLUTION NO. 2017/03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE3)  
FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND  
ACKNOWLEDGING THE CITY MANAGER AND OE3 REPRESENTATIVES  
EXECUTION OF THE MOU

**WHEREAS**, the City of Antioch and the Operating Engineers Local Union No. 3 (OE3) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2016; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of OE3 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and OE3 reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/137.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local Union No. 3 (OE3) for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and OE3 Representatives Execution of the MOU.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:** Council Members Wilson, Tiscareno, and Ogorchock

**NOES:** None

**ABSTAIN:** Council Member Thorpe and Mayor Wright

**ABSENT:** None

  
ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**CITY OF ANTIOCH**

AND

**OPERATING ENGINEERS LOCAL UNION NO. 3  
REPEPRESENTATIONAL UNIT IV**

**OCTOBER 1, 2016 – SEPTEMBER 30, 2021**





		<b>PAGE</b>
	<b>Memorandum Of Understanding</b>	1
Article 1	<b>Recognition</b>	2
	Union Recognition	2
	City Recognition	2
Article 2	<b>Union Security</b>	3
	Notice of Recognized Union	3
	Agency Shop	3
	Implementation	3
	Religious Exemption	4
	Financial Reports	4
	Payroll Deductions & Payover	4
	Hold Harmless	4
	Suspension of Agency Fees	5
	Waiver of Election for Newly Represented Employees and New Representation Units	5
Article 3	<b>Union Representatives</b>	6
Article 4	<b>Access To Work Locations</b>	7
Article 5	<b>Use Of City Facilities</b>	8
Article 6	<b>Bulletin Boards</b>	9
Article 7	<b>Advance Notice</b>	10
Article 8	<b>City Rights</b>	11
Article 9	<b>No Discrimination</b>	12
Article 10	<b>Hours Of Work, Overtime, Call Back, Acting Pay</b>	13
	Hours of Work	13
	Overtime Authorization	13
	Definition of Overtime	13
	Compensatory Time	13
	Call Back	14
	Acting Pay	14
	Special Assignment Pay	14
	Standby	14
	Bilingual Pay	15
Article 11	<b>Compensation</b>	16
	Salaries	16
	Starting Rate	16
	Step Increases	16
	Conversion Rate	17
	Regular & Probationary Part-Time Employees	17
	Pay Differential	17

Article 12	<b>Health And Welfare</b>	18
	Medical Insurance	18
	Dental Insurance	18
	Life Insurance	18
	State Disability Insurance	19
	Long-Term Disability Insurance	19
	Vision Care Insurance	19
	Employee Assistance Program	19
	Gym/Health Club Reimbursement Program	19
	Flexible Benefits (Cafeteria) Plan	19
	Alternative Health & Welfare Benefits	22
Article 13	<b>Retirement/One Year Contingency</b>	23
	Public Employees' Retirement System (PERS)	23
	Medical-After-Retirement	23
Article 14	<b>Holidays</b>	24
	Floating Holiday	24
	Holiday Pay	24
	Alternative Holiday	24
Article 15	<b>Vacation</b>	25
	Vacation Scheduling & Qualifying	25
	Vacation Benefits	25
	Vacation Accumulation	25
	Vacation Pay at Termination	25
	Holiday During Vacation Leave	26
Article 16	<b>Sick Leave</b>	27
	Benefits	27
	Sick Leave Upon Termination	28
	Family & Medical Care Leave	28
	Conversion of Sick Leave	28
Article 17	<b>Leaves Of Absence</b>	29
	Leave Without Pay	29
	Jury Duty	29
	Military Leaves of Absence	29
	Industrial Disability Leave	29
	Non-Industrial Disability Leave	30
	Bereavement Leave	30
Article 18	<b>Probationary Period</b>	31
Article 19	<b>Layoff And Re-employment</b>	32
	Grounds for Layoff	32

Article 19 Continued	Determination of Seniority Date Leave of Absence Appropriate Classification Ties Order of Layoff Demotion Re-Employment List Removal from List Re-appointment Notice of Layoff Association Notification Benefits	32 32 32 32 32 32 33 34 34 34 34
Article 20	<b>Discipline</b> Right of Discharge Appeals	35 35 35
Article 21	<b>Personnel Files</b>	36
Article 22	<b>Grievance Procedure</b> Initial Discussions Referral to City Manager Board of Administrative Appeals Board of Administrative Appeals Procedure Pay Claim	37 37 37 37 37 38
Article 23	<b>Outside Employment</b>	39
Article 24	<b>Safety Shoes/Uniforms/Meals And Miscellaneous Conditions Of Work</b> Safety Shoes Uniform Allowance Lunch Period Overtime Meal Payments Educational Incentive Plan Health & Safety Contract Work Notice of Classification Modification Temporary Assignments Safety Glasses	40 40 40 40 40 41 41 41 41 42 42
Article 25	<b>Separability Of Provisions</b>	43
Article 26	<b>Past Practices And Existing Memorandum Of Understanding</b>	44

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

OPERATING ENGINEER LOCAL NO. 3  
REPRESENTATIONAL UNIT NO. IV

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. Except as provided herein, this Memorandum of Understanding shall cover the period commencing October 1, 2016, and ending September 30, 2021.

Negotiations shall commence no later than thirty (30) days and no sooner than one hundred and twenty (120) days prior to the expiration of this MOU. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

## ARTICLE 1

### RECOGNITION

#### 1.1 Union Recognition

The Operating Engineer Local Union No. 3, (Representational Unit IV), hereinafter referred to as the "Union", is the recognized employee organization for the classifications represented by this Unit.

#### 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  
UNION SECURITY

2.1 Notice of Recognized Union.

Each City department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and provide a hard copy or written notice of the location of an electronic copy of the current Memorandum of Understanding to be supplied by the City. The Union shall receive from the City on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution.

2.2 Agency Shop.

Except as provided otherwise in this Section, employees in the representation unit referred to hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98 percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the union representing the employee's classification and representation unit.

2.3 Implementation.

Any employee hired by the City subject to this Memorandum of Understanding shall be provided with a notice advising that the City has entered into an agency shop agreement with OE3 and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Employees shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to HR/Payroll. If the form is not completed properly and returned within five working days, the City Finance Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

2.4 Religious Exemption.

Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within 15 days of receipt by the City. The Union shall have 15 days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the: Battered Women's Alternative, or Child Abuse Prevention Council, and Family and Children's Trust Fund.

2.5 Financial Reports.

The Union shall submit a copy of the financial report required pursuant to the Labor Management Disclosure Act of 1959 to the Director of Human Resources once annually. Copies of such reports shall be available to employees subject to the agency shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

2.6 Payroll Deductions and Payover.

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State, County and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. The City shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.

2.7 Hold Harmless.

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the city be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

2.8 Suspension of Agency Fees.

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of agency service fee without jeopardy to the employee.

2.9 Waiver of Election for Newly-Represented Employees and New Representation Units.

The accretion of classifications and/or employees to the representation units as set forth in this Memorandum of Understanding shall not require an election herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election herein for the application of this agency shop provision to such units.



### ARTICLE 3

#### UNION REPRESENTATIVES

City employees who are official representatives of the Union 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).

## ARTICLE 4

### ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager. 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 Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing Union literature, shall not be conducted during working hours.

## ARTICLE 5

### USE OF CITY FACILITIES

City employees or the Union or their representatives may, with the prior approval of the City Manager, 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 Union shall be allowed to conduct four (4) general membership meetings per calendar year. Any Union member who does not work at the site where the meeting is held shall be given 30 minutes travel time to attend.

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

1. All material must be dated and must identify the Union 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 Union materials.
4. If the Union 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 the Union 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 shall be given the opportunity to meet with such body 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 Union, 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 of 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, marital status, Union activities, or any other status protected by State and Federal law against any employee or applicant for employment by the Union, the City, or anyone employed by the City. This policy applies to all terms and conditions of employment.

## ARTICLE 10

### HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY

#### 10.1 Hours of Work

The straight-time work week shall consist of five (5) consecutive eight (8) hour shifts, totaling forty (40) hours, followed by two (2) consecutive days off.

Upon agreement between the employee and the Department Head based on the requirement of the Department's operation, an employee may have the option of flexing the forty (40) hours in one of the following ways:

- A. Begin work between 7:00 a.m. and 9:00 a.m. and end between 4:00 p.m. and 6:00 p.m.
- B. Work 4 10-hour days and have one (1) additional day off.
- C. Work 4 9-hour days and one 4-hour day, and have one-half (.5) of one day as additional time off.

The foregoing flex-time alternatives are examples of flex-time models and shall not preclude the Department Head from agreeing to other forms of flex-time arrangements.

Employees shall receive either a one-half (.5) or a one (1) hour unpaid meal break each workday. Schedules may not eliminate or place the lunch break at the beginning or ending of the employee's scheduled work day.

Adjusted work schedule request and approvals shall be in writing. If a department's operations necessitate a modification in the approved "flex" schedule, the employee will modify his/her schedule to cover normal hours of operation.

#### 10.2 Overtime Authorization

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

#### 10.3 Definition of Overtime

Any authorized time worked in excess of the employee's work day or work week (a normal work day is considered eight (8) to ten (10) hours depending on employee's work schedule and a work week is considered forty (40) hours) shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Overtime shall be paid or accrued as compensatory time off at the employee's option.

#### 10.4 Compensatory Time

Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off.



#### 10.5 Call Back

If an employee is called back to work after leaving the workplace at quitting time, the employee shall, upon receiving the call to return to work (provided the employee lives within nine number zip codes that are 20 miles of City Hall) 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. 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.

Information Systems employees assigned by their Department Head to respond to emergency repairs by telephone or computer modem after leaving the workplace, from 12:00 midnight to one (1) hour before the beginning of his/her regular work schedule, shall receive a minimum of two (2) hours of pay, or time and a half for actual hours worked, whichever is greater.

An employee who after leaving the work place is contacted by telephone, pager or email to answer a work question will receive Contact Pay of 20 minutes pay at time and one-half for each such Contact by the City.

#### 10.6 Acting Pay

An employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification during the temporary or permanent absence of an employee shall, upon certification from the Department Head that the employee is qualified, and after the employee has previously worked in the higher classification for a cumulative total of forty (40) hours for the purpose of training, be paid acting pay. Acting pay shall be the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but in no event less than five percent (5%). This provision shall apply only when the absence of the employee in the higher classification is for forty (40) or more continuous hours.

An employee who is serving his/her initial probationary period with the City shall not be eligible to fill an acting position or receive acting pay.

The City Manager may grant an exertion to the requirement of forty (40) continuous hours, on a case-by-case basis if exceptional circumstances warrant it.

#### 10.7 Special Assignment Pay

The City Manager may authorize an additional either two and one-half percent (2 ½%) or five percent (5%) of base salary as Special Assignment Pay to any employee designated to be on special assignment.

#### 10.8 Standby

Animal Control Officers shall be paid standby pay during those times of year the department requires them to be on standby.

For each full week (seven (7) calendar days) that an Animal Control Officer is on standby, said employee shall receive \$150.00. Effective September 1, 2015 the rate shall be increased to \$225 for each full week (7 calendar days) an employee is on standby. Standby shall begin with the end of the regular shift on Monday and will end with the beginning of the regular shift the next Monday morning. All Animal Control Officers shall be expected to serve regular rotations of standby and will respond in a reasonable period of time. When called out, Article 10.4 applies. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive an additional \$100 for each holiday.

The Marina Attendant, Computer Technician, and Network Administrator shall be paid standby pay of \$150.00 for each full week (seven (7) calendar days) that he/she is required to be on standby.. Effective September 1, 2015 standby pay shall be increased to \$225 for each full week (seven (7) calendar days) that he/she is required to be on standby. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive an additional \$100 for each holiday.

Standby can be prorated if an employee is not required to be on standby for a full week.

10.9 Bilingual Pay

The City shall pay \$100.00 per month to an employee who has taken and passes the bilingual examination administered by the HR Department, effective on the first day of the pay period closest to the date of approval. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Department Head.

ARTICLE 11  
COMPENSATION

11.1 Salaries

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.5% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

11.2 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee entering City service 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.

11.3 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 may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager 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.

#### 11.4 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 Director of Finance, 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 Director of Finance, subject to the approval of the City Manager.

#### 11.5 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. Medical insurance premium for the employee shall be paid in full and all other benefits, including those for dependents, shall be prorated by dividing the regularly scheduled hours each week by forty (40) hours. The factor shall be the percentage of the City's contributions.

1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

#### 11.6 Pay Differential

The City shall pay the following pay differentials:

- A. Five percent (5%) for Code Enforcement Officer Certification [CACEO certified]
- B. Five percent (5%) for Senior Building Inspector
- C. Five percent (5%) for Civil Engineer
- D. Five percent (5%) for Building Inspectors I and II

- 11.7 The Union 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 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 and the City's Medical-After-Retirement Policy.
- 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, 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, during 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, during 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.

- A. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional, with the premium paid by the employee.

#### 12.4 State Disability Insurance

- A. Employees in this Unit shall be enrolled in State Disability Insurance (SDI).

#### 12.5 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.

#### 12.6 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.

#### 12.7 Employee Assistance Program

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

#### 12.8 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.

#### 12.9 Flexible Benefits (Cafeteria) Plan

- A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:
  - 1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$ 595.72 per month.

2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,053.90 per month.
3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$ 1366.79 per month.

At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year as follows:

- a. The City shall add the dollar values increase in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.
  - b. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase in premiums.
  - c. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employee (a \$2,000 combined total premium increase). In the event that the annual premium increase exceeds \$2,000, the City shall pick up 100% of the premium in excess of \$2,000.
- B. Effective January 1, 2019, 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 and 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.

C. Each employee shall file an election in writing during the month of Open Enrollment 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 represented 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 employee shall designate a portion of 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. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, if the costs of an employee's selections under the Flexible Benefit 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. In the event an employee does not timely report a change of dependent status that affects the amount of the City's monthly contribution,



the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.

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. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

#### 12.10 Alternative Health & Welfare Benefits

- A. The City and the Union may, by mutual agreement, re-open discussions at anytime 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 Union by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.

## ARTICLE 13

### RETIREMENT

#### Retirement

##### A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPR 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. 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 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPR 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 (MAR)

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the MAR Plan on file in the Human Resources Department. The City shall contribute a set percentage of salary per 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 percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event all impacted employee vote to make a contribution of Two point Five percent of the employee's base monthly 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 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	Day after Thanksgiving
Christmas Eve	December 24th
Christmas	December 25th

14.2 Floating Holiday

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. Floating holidays must be taken in the calendar year and must be taken off as whole days (8) hours.

For calendar year 2016 only, the City shall provide one (1) additional floating holiday for a total of three (3).

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 Alternative Holiday

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

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an alternate day off during the same pay period.

## ARTICLE 15

### VACATION

#### 15.1 Vacation Scheduling and Qualifying

Only employees who on the most recent anniversary date of their employment shall have been in the service of the City for a period of six (6) months or more 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 the designated representative with due regard to the wishes of the employee and particular regard to the need of the City.

#### 15.2 Vacation Benefits

All employees shall earn an annual vacation leave as follows:

3.385 hours per bi-monthly 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).

Vacation will be accrued on the current hourly schedule and used on an hour for hour basis.

#### 15.3 Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for 21 months service. At that point, the employee earns 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 21-month figure.

#### 15.4 Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid 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 accumulated at the rate of 3.692 hours per bi-weekly pay period (twelve (12) 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 the subject of disciplinary action 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 medical verification of treatment/ability to return to work upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, 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 written 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. An employee may use additional days provided they maintain at least one hundred twenty (120) hours of accumulated sick leave after said use..

3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.
4. Sick leave will be accrued on the current hourly schedule and used on an hour for hour basis.

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.

16.4 Conversion of Sick Leave

At the end of each calendar year, if a member has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick leave balance to less than four hundred (400) hours. Sick leave not converted shall continue to accumulate to the member's account.

## ARTICLE 17

### LEAVES OF ABSENCE

#### 17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay for reasons other than illness or injury. 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 vacation is taken, except that the City Manager may grant a leave of absence before all vacation 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 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 a 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 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 will 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. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar day waiting period, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation



benefits. Long-term disability 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 leave that will exceed his/her monthly gross salary.

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

#### Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee may use State Disability Insurance. Long-term disability is available after a thirty (30) calendar day waiting period and after all sick leave is used except that the employee may reserve up to forty (40) hours of sick leave balance for future use. An employee may use vacation, compensatory time or floating holidays during such period of disability. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

Medical, dental, vision and life insurance shall be paid by the City during the first six (6) months of non-industrial disability leave.

#### 17.5 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, Grandchildren, registered domestic partner'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 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 to the employee's sick leave. Decisions of the City Manager shall be final and will not be grievable. 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's work 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. The probationary period may be extended for a period of 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 or transfer appointment shall be reinstated to the position from which promoted, unless discharged.

## 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 all time spent on unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31<sup>st</sup> 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 hired (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, within the class series, 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 of the new/demoted classification, 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 Union, 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, 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 laid off.

19.7 Reappointment

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

Upon reappointment to the classification from which the employee was originally laid off or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. 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 Union 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 Union, the City Manager or his/her designee shall notify the union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction 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 reemployed 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 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.

#### 20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended or demoted, employee shall have the right to appeal his/her case through the appropriate procedure (Article 22). Such appeal must be filed with the City Manager by the Union in writing within three (3) calendar days from the date of discharge, unless so filed the right to appeal is lost.

Any discharged, suspended or demoted employee shall be furnished the reason for the actions in writing.

## ARTICLE 21

### PERSONNEL RULES

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 22

### GRIEVANCE PROCEDURE

A grievance is any dispute concerning the misinterpretation or misapplication of the Employee Relations' Ordinance, existing memoranda of understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment. A grievance may be filed by the employee, the Union, or Union on behalf of an employee.

#### 22.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he or she works in the presence of his or her steward if desired. If the issue is not resolved, or if the employee elects to submit his or her grievance directly to an official of OE3, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

#### 22.2 Referral to City Manager

Any employee or any official of OE3 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 22.3 below which has not first been filed and investigated in pursuance of this Sub-Article 22.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the City Manager may be referred to the Board of Administrative Appeals.

#### 22.3 Board of Administrative Appeals

In the event the grievance has not been resolved by the procedures set forth above or the employee believes he/she has been unjustly discharged, suspended, demoted or had his/her base pay reduced, the employee may file an appeal with the City's Board of Administrative Appeals.

#### 22.4 Board of Administrative Appeals Procedure

The employee may be represented by the Union or legal counsel and the City may be represented by whomever the City Manager designates. The City and the Union shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination.



A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing, such as the cost of a transcript or meeting place, shall be shared equally by the City and the Union. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.

The decision of the Board shall be conclusive and final ten (10) calendar days following its written notice of decision.

Within ten (10) days of the Board's decision, any member of the City Council or the City Manager may transfer the Board's decision on grievances to the City Council for consideration and a final determination. The decision to have the City Council review such decision shall reside only in members of the City Council and the City Manager. Any decision made by the Board which is not transferred by a City Council member or City Manager within such ten (10) day period shall be deemed final and conclusive.

Either the City or the employee and/or Union may seek judicial review of a decision of the Board pursuant to section 1094.5 of the Code of Civil Procedures of the State only if the petition for the writ of mandate is filed not later than the ninetieth (90th) day following the date on which the challenged decision becomes final.

#### 22.5 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.

## ARTICLE 23

### 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 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 24

### SAFETY SHOES/UNIFORMS/MEALS AND MISCELLANEOUS CONDITIONS OF WORK

#### 24.1 Safety Shoes

Effective July 1, 2015 the City shall contribute \$250 per fiscal year toward safety shoes for employees in the following classifications and any classification where such equipment is deemed necessary by the Department Head.

Jr./Asst./Assoc. Civil engineer	Asst. Assoc/Sr Dev Svc/Engineering Technician
Public works Inspector	Sr. Public Works Inspector
Building Inspector I/II	Sr. Building Inspector
Animal Control Officer	GIS Technician
Code Enforcement Officer	Jr./Asst/Associate Planner
Marina Lead/Prop Manager	

#### 24.2 Uniform Allowance

Animal Control Officers shall be provided with three (3) sets of uniforms, a foul weather jacket, and a uniform belt at the time of hire. Items of the uniform, including patches shall be replaced as deemed necessary by the Department Head or Supervisor.

Public Works Inspectors, Senior Public Works Inspectors, Development Services/Engineering Technicians, Senior Building Inspector and Building Inspectors I/II shall be provided with City jackets. Jackets shall be replaced as deemed necessary by the Department Head or Supervisor.

#### 24.3 Lunch Period Overtime

In the event that an employee is required to work through the lunch period, they shall be paid overtime for such period and be given reasonable time to eat lunch. This is intended for unusual and not continuous circumstances.

#### 24.4 Meal Payments

When an employee is required to report to work (not telecommuting):

- A. Two (2) or more hours before, and at least two (2) hours after 7:00am;
- B. Four (4) hours before, and at least two (2) hours after end of his/her scheduled work day;
- C. Four (4) hours between 7:30 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), if the City has not already provided a meal.

24.5 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.

24.6 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. Two (2) representatives selected by Management and two (2) employee representatives selected from the Union shall constitute a Joint Union/Management Safety Committee. Appointed representatives from Management and employee representatives from the Union shall meet on a regularly scheduled basis to be mutually agreed upon. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment. Representatives of the Joint Union/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 Union/Management Safety Committee for appropriate action.

Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.

C. The City shall continue the present practice of providing safety glasses.

24.7 Contract Work

The City shall notify the Union if it proposes contracting or subcontracting work customarily performed by members of the Union bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Union 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.

24.8 Notice of Classification Modification

The Union 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 Union shall be undertaken accordingly.

24.9 Temporary Assignments

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

24.10 Safety Glasses

The City shall provide one pair of safety glasses per year for the following:

Animal Control Officer  
Code Enforcement Officer  
Public Works Inspector  
Sr. Building Inspector

Building Inspector  
Jr./Asst./Assoc. Civil Engineer  
Sr. Public Works Inspector

## ARTICLE 25

### SEPARABILITY OF PROVISIONS

- 25.1 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.

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

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

- 26.1 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.
- 26.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.
- 26.3 The undersigned City and Union representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. IV and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

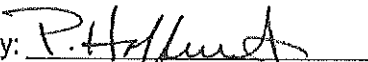
CITY OF ANTIOCH:

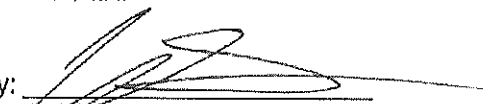
By:   
STEVE DURAN  
City Manager

Dated: 01/05/2017

PUBLIC EMPLOYEES UNION LOCAL 3

By:   
DARREN SEMORE  
Chief Negotiator

By:   
PHIL HOFFMEISTER  
Steward

By:   
KEVIN SCUDERO  
Member

Dated: 1-5-2017

**RESOLUTION NO. 2017/03**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE3)  
FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND  
ACKNOWLEDGING THE CITY MANAGER AND OE3 REPRESENTATIVES  
EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and the Operating Engineers Local Union No. 3 (OE3) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2016; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of OE3 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and OE3 reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/137.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch as follows:

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local Union No. 3 (OE3) for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and OE3 Representatives Execution of the MOU.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:** Council Members Wilson, Tiscareno, and Ogorchock

**NOES:** None

**ABSTAIN:** Council Member Thorpe and Mayor Wright

**ABSENT:** None

  
**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**









## OPERATING ENGINEERS LOCAL UNION No. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7089 • (510) 748-7400 • FAX (510) 748-7436

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii, and the Mid-Pacific Islands

**Sent via email to: [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us)**

Arne Simonsen, CMC  
City Clerk/Secretary to the Board of Administrative Appeals  
City of Antioch  
P.O. Box 5007  
Antioch, CA 94531-5007

RE: Grievance #17581-20170804-104221 - Operating Engineers Local Union No. 3 v. the  
City of Antioch – Payments for Retired Members.

Ms. Simonsen,

Please find the attached documents that the Operating Engineers Local Union No. 3 will utilize to support their grievance and which the Board of Appeals may find useful to review before the hearing.

1. A copy of the City of Antioch Medical After Retirement Reimbursement Plan document.
2. A copy of Resolution 2005/05 – Implementing a temporary increase in the Medical After Retirement Plan Cap.
3. A copy of a Letter from CalPERS dated April 12, 2017 and entitled Health Benefits Circular Letter
4. A copy of an email from Ms. Dawn Merchant dated March 20, 2017 – entitled Re: Medical after Retirement
5. A copy of Harold Jirousky's Medical After Retirement Reimbursement (MARR) check stub from the City of Antioch for the month of March 2017.
6. A copy of the California Government Code Sections 22890 – 22905.

If you need additional copies please feel free to contact our office and we will provide them.

Sincerely,

David L. Tuttle, RIHC  
Associate House Counsel

DLT:itj

# Exhibit 1

CITY OF ANTIOCH  
MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN  
UNITS I, III, AND IV

The Medical-After-Retirement Reimbursement Plan ("Plan") is established to provide for City contributions toward medical insurance premiums for retired employees as outlined below. Eligibility for and enrollment in City-sponsored medical plans are governed by the City's insurance provider. Subject to the provisions and limitations of this Plan, retirees may be enrolled in and be reimbursed for the premium expenses of alternative medical insurance plans.

I. ELIGIBILITY

- A. This Plan is available to regular City employees in Units I (Public Employees' Union, Local 1), III, (Treatment Plant Employees' Association), and IV (Antioch City Employees' Association) who: (1) are employed by the City on or after October 1, 1986; (2) are a minimum of fifty (50) years of age; (3) have ten (10) years of full-time regular (post-probationary) and probationary service or an equivalent amount of part-time probationary or regular service (i.e. half time for twenty (20) years) with the City at the time of retirement; and (4) retire from the City under a PERS retirement and begin to draw PERS retirement benefits immediately upon separation from the City.
- B. An employee who must retire due to an industrial injury and who meets criteria (1), (3), and (4) above is eligible for the benefits provided by this Plan at any age and may continue to receive benefits for as long as he/she is receiving PERS disability retirement benefits.
- C.1 Dependents of eligible participants will be allowed to enroll in group medical insurance programs subject to the regulations of those programs and at the expense of the retiree. A spouse of a deceased retiree may continue group medical coverage at his/her own cost, subject to the rules of the medical insurance provider. Any benefit provided pursuant to this Plan would cease upon remarriage.
- C.2 Subject to the limitations of the insurance provider, the spouse of an eligible retiree who retired on or after October 15, 2002 may be enrolled in the same City-sponsored medical plan or the same alternative medical plan as the retiree. City contributions toward spousal medical premiums shall be provided in accordance with this Plan Document. The spouse of a deceased retiree who retired on or after October 15, 2002 shall be eligible for continued contributions under this Plan except that such eligibility shall cease upon remarriage.

Dependents, other than the spouse, of a retiree who retired on or after October 15, 2002 may be enrolled in City-sponsored medical insurance, subject to the regulations of the insurance carrier and at the expense of the retiree.

The actual payment of benefits pursuant to Section C.2 shall begin on the first of the month following adoption of this Plan Document by the City Council.



- C.3 Spouses and other Dependents who were receiving benefits pursuant to C.1 and C.2 above and who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

## II. ENROLLMENT PERIOD

- A. If an employee who is eligible to receive medical insurance premium payments pursuant to Section I of this Plan wishes to participate in City-Sponsored group medical coverage following his/her retirement, the employee must satisfy all of the enrollment requirements of the insurance carrier on the final day of his/her employment and must continue to meet such enrollment requirements while in retirement. Other than verifying employment and/or retirement information, the City shall have no responsibility to resolve eligibility disputes with group medical insurance providers.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later day if he/she can show proof of continuous medical coverage from his/her date of retirement.

Nothing in this section is intended to prevent retired eligible members from obtaining health insurance from providers other than those provided through the City group programs. In the event that such member chooses another insurance carrier, the City's payment shall be as set forth in Section III.B.2.

- B. If a retiree chooses to enroll in alternative health insurance, such enrollment must be made within thirty (30) days of the date the retirement becomes effective. A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time if he/she can show proof of continuous medical coverage from the date of his/her retirement.
- C. Should a retiree, spouse or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan if the retiree, spouse and/or qualified dependent can show proof of continued medical coverage during the period he/she was not enrolled in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e.: open enrollment periods).
- D. Retirees who are enrolled in this Plan may add or delete dependents from medical coverage, subject to the limitations of the medical insurance provider.

## III. COVERAGE

- A. Except as otherwise provided in this Plan, the medical insurance programs available to retirees shall be the same insurance programs currently offered to active employees and City-sponsored Medicare supplement plans except that: the City reserves the right to change medical insurance providers if it changes providers for current employees. If any of the medical providers are changed, the City will make provisions to cover retirees.

If the City adds additional medical insurance providers for current employees, those programs shall become eligible under this Plan for those employees working on or after the effective date of the change in providers. If provisions can be made to offer such programs to current retirees, the City will conduct a one-time open enrollment for such program(s).

B.1 For eligible employees who filed their retirement application prior to July 1, 1993, the City shall pay an amount for medical-after-retirement benefits not to exceed the premium for single-party coverage with the City-Sponsored Medical Insurance Provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period.

B.2 Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will pay as medical-after-retirement benefits an amount not to exceed what is paid for active employees for the same coverage as determined in Section III B.1, until that coverage reaches the cap listed below. The caps are twice what the City paid effective June 30, 1993. If the caps are re-negotiated at a later date, the new caps shall apply to anyone who retires after July 1, 1993.

	<u>Single</u>	<u>Single with Medicare</u>
CAP	\$ 310	\$ 192

B.3 For eligible employees who retire on or after October 15, 2002, the City will pay as medical-after-retirement benefits an amount not to exceed what is paid for active employees for the same coverage until that coverage reaches the cap listed below. If the caps are re-negotiated at a later date, the new caps shall apply to anyone who retires after October 15, 2002.

	<u>Single</u>	<u>Plus Spouse</u>	<u>Single w/Medicare</u>	<u>Spouse w/Medicare</u>
CAP	\$310	\$620	\$192	\$384

B.4 The caps may be renegotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993 or October 15, 2002 as appropriate.

B.5 The maximum payment to retirees who obtain health insurance from providers other than City-Sponsored Providers shall be set at the same rate as for retirees who are enrolled in a City-Sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth above.

C. Upon reaching age 65 any retiree who is enrolled in a City-sponsored medical program shall comply with the Medicare supplement requirements of the program provider, if any.



#### IV. CONTRIBUTION LEVEL

- A. The City shall contribute to this Plan an amount equal to a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review. Such contribution shall be included in the salary resolutions for each probationary and regular employee in Units I, III and IV.

For probationary or regular part-time employees, the City shall contribute said amount based on the appropriate proration of salary from the salary resolution.

- B. The fund shall be established and administered by the City's Finance Department. Contributions shall be made monthly to the fund. To insure highest possible interest rates, deposits may be combined with other City funds. However, separate records will be kept and interest will be credited to the account annually.
- C. Funds in this account belong to the Medical-After-Retirement Plan and are for the uses set forth in this document.
- D. The City's contribution rate to this Plan shall be considered as part of salary for all compensation comparisons with other agencies.

#### V. PAYMENT

- A. Premiums for City-sponsored medical plans shall be deducted from the retiree's PERS' check. Retiree may be responsible for authorizing these deductions at the time of retirement. Deductions can be made to cover dependents. The City will automatically reimburse retirees for the appropriate amount.
- B. Retirees who are enrolled in an alternative medical plan shall submit a request for reimbursement to the City. Requests for reimbursement may be made monthly but in no event less than once per year. Retirees who are enrolled in alternative medical coverage shall provide proof of payment with their reimbursement requests.
- C. Retirees who are responsible for the payment of medical premiums for their spouses' or other dependents shall pay any difference between the amount paid by the City and the total amount of the premium.

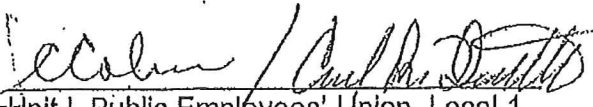
- VI. This Plan is subject to any and all applicable State and Federal regulations. Changes to the Plan necessary to comply with these regulations shall be made by the City.

Furthermore, this Plan also may be subject to certain requirements imposed by the City-Sponsored medical insurance providers.

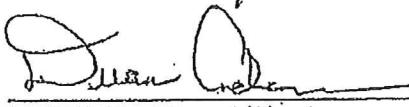
#### VII. ADVISORY COMMITTEE

- A. The Advisory Committee shall consist of (1) one representative from each unit covered by this Plan; (2) one management representative appointed by the City Manager; and (3) one retiree nominated by the other members of the Committee and appointed by the City Manager. If there is no retiree available and interested in serving on the Committee, this appointment shall be vacant. A quorum shall consist of at least two employee representatives and the management representative.


- B. The purpose of the committee shall be to periodically review Plan finances, including actuarial and other financial reports, and to evaluate the application and administration of the various provisions of this Plan Document. The Advisory Committee shall have no decision-making authority regarding the operation or funding of this Plan. The Advisory Committee may make recommendations to the City Manager regarding same.
- C. The Advisory Committee may meet upon request of any Committee member and shall meet at least once each calendar year.

  
Unit I, Public Employees' Union, Local 1

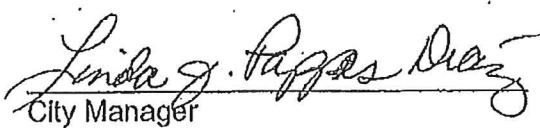
12-17-02  
Date

  
Unit III, Treatment Plant  
Employees' Association

12-10-02  
Date

  
Unit IV, Antioch City Employees'  
Association

12/11/02  
Date

  
City Manager

12/17/02  
Date



Business Partner Name : City of Antioch

CalPERS ID : 7701602999

Receivable ID : 100000014927225

Original Billed Amount : \$376,023.09

Coverage Month : APRIL

Total Billing Adjustments : \$0.00

Total Payments Made : \$0.00

Total Amount Due : \$376,023.09

Due Date : 04/10/2017

Status	Premium Amount	Participant Share	Employer Share
Retired	\$600.96	\$472.96	\$128.00
Retired	\$600.96	\$472.96	\$128.00
Retired	\$1,024.85	\$896.85	\$128.00
Retired	\$1,906.81	\$1,778.81	\$128.00
Retired	\$300.48	\$172.48	\$128.00
Retired	\$1,906.81	\$1,778.81	\$128.00
Retired	\$389.76	\$261.76	\$128.00
Retired	\$300.48	\$172.48	\$128.00
Retired	\$648.42	\$520.42	\$128.00
Retired	\$1,351.22	\$1,223.22	\$128.00
Retired	\$733.99	\$605.99	\$128.00
Retired	\$648.42	\$520.42	\$128.00
Retired	\$389.76	\$261.76	\$128.00
Retired	\$779.52	\$651.52	\$128.00
Retired	\$1,351.22	\$1,223.22	\$128.00
Retired	\$733.99	\$605.99	\$128.00
Retired	\$1,795.46	\$1,667.46	\$128.00
Retired	\$300.48	\$172.48	\$128.00
Retired	\$1,076.00	\$1,748.00	\$128.00
Retired	\$1,112.63	\$984.63	\$128.00
Retired	\$600.96	\$472.96	\$128.00
Retired	\$1,467.00	\$1,339.00	\$128.00
Retired	\$300.48	\$172.48	\$128.00
Retired	\$675.61	\$547.61	\$128.00
Retired	\$1,351.22	\$1,223.22	\$128.00
Retired	\$1,080.99	\$952.99	\$128.00
<b>Retired Totals</b>	<b>\$159,009.07</b>	<b>\$136,985.07</b>	<b>\$23,024.00</b>

Miscellaneous (I,III,IV)

Caps for Employees retiring before 7/01/93

	Single
Highest Enrolled Plan	733.39
Direct Pay to PERS	(128.00)
Maximum Reimbursement	605.39

Cap not to exceed Single-Party Coverage of Highest Enrolled Plan

Caps for Employees retiring after 7/01/93 but before 10/15/02

	Single	Single w/Medicare
	310.00	192.00
Cap Increase	44.69	44.69
	354.69	236.69
Direct Pay to PERS	(128.00)	(128.00)
Maximum Reimbursement	226.69	108.69

Caps for Employees retiring after 10/15/02

	Single	2-Party	Single w/Medicare	2-Party w/Medicare
	310.00	620.00	192.00	384.00
Temporary Cap Increase	44.69	89.38	44.69	89.38
	354.69	709.38	236.69	473.38
Direct Pay to PERS	(128.00)	(128.00)	(128.00)	(128.00)
Maximum Reimbursement	226.69	581.38	108.69	345.38

# Exhibit 2

**RESOLUTION NO. 2005/05**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
IMPLEMENTING A TEMPORARY INCREASE IN THE MEDICAL AFTER RETIREMENT  
PLAN CAP'S**

**WHEREAS** the City Medical After Retirement (MAR) plans cap the amount the City will reimburse retirees for medical expenses and;

**WHEREAS** the current caps were set in 1993 and the premiums of the City sponsored health plans have exceeded the current caps and;

**WHEREAS** the city is in the process of conducting an actuarial study of the MAR funds including a review of the assumptions established when the last actuarial was completed in 2001 and completion of the actuarial study will take two to three months;

**NOW THEREFORE**, be it resolved that:

**SECTION I:** The City will increase the single, two party and family caps by \$44.69, \$89.38 and \$193.90 respectively on a temporary basis until the actuarial study is complete and;

**SECTION II:** After the calculations are reviewed the City will determine if any adjustments to the cap will be made on an ongoing basis.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council on the City of Antioch at a regular meeting thereof held on the 11<sup>th</sup> day of January, 2005 by the following vote:

**AYES:** Council Member Davis, Conley and Mayor Freitas

**NOES:** Council Member Kalinowski and Simonsen

**ABSENT:** None

  
CITY CLERK OF THE CITY OF ANTIOCH

# Exhibit 3



## Health Benefits Circular Letter

California Public Employees' Retirement System  
P.O. Box 942715  
Sacramento, CA 94229-2715  
(888) CalPERS (or 888-225-7377)  
TTY: (877) 249-7442  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

April 12, 2017

Circular Letter No: 600-017-17  
Distribution: Special

**To: Contracting Agency Health Benefit Officers and Assistant Health Benefit Officers**

**Subject: Contracting Agency Minimum Employer Contribution Calculation for 2018**

The purpose of this Circular Letter is to inform contracting Public Agencies and Schools of the new minimum employer health contribution for 2018.

### **Background**

The Minimum Employer Contribution amount is prescribed by Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA)<sup>1</sup>.

The Minimum Employer Contribution was originally established as a specific dollar value with specified increases from calendar years 2004 through 2008. As of calendar year 2009, the calculated adjustments are based upon the medical care component of the Consumer Price Index-Urban (CPI-U).

California Government Code 22892 of the PEMHCA establishes the contracting agencies' minimum health premium contribution for their participating active membership. In addition, this section provides that "commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar."

The table below displays the annual amounts of the Minimum Employer Contribution for active members.

Minimum Employer Contribution by Calendar Year	
Year	Index
2014	\$119.00
2015	\$122.00
2016	\$125.00
2017	\$128.00
2018	\$133.00

<sup>1</sup> California Government Code § 20000, et seq.



### **Calculation of the Minimum Employer Contribution**

Using the 3.8 percent increase in the medical care component of the CPI-U, the minimum employer contribution for Calendar Year 2018 is \$133.00. See calculation below.

$(\$128.00 \times 3.8\% = \$4.86 + \$128.00 = \$132.86, \text{ rounded to } \$133.00).$

### **Inflation Rate Changes**

In January 2017, the U.S. Bureau of Labor Statistics determined the annual percentage change in the medical care component of the CPI-U for 2016 was 3.8 percent.

The table below provides an inflation comparison of medical care rates.

Medical Care Inflation		
Year	Index	Percent
2012	414.924	3.7
2013	425.134	2.5
2014	435.292	2.4
2015	446.752	2.6
2016	463.675	3.8

### **Contribution Change Process**

Contracting agencies that have designated the PEMHCA Minimum as their monthly employer health contribution will have their employer billing automatically updated to reflect the new amount effective January 1, 2018.

Contracting agencies do not need to take action unless they wish to make a change to their current contribution method. To do so, employers must submit a change resolution. Change resolutions are effective the first day of the second month following receipt by CalPERS.

### **Questions**

Please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) and request a call back from our Health Contracts Unit to obtain the necessary change resolution template.

Renee Ostrander, Chief  
Employer Account Management Division

# Exhibit 4



## Hoffmeister, Phil

---

**From:** Merchant, Dawn  
**Sent:** Monday, March 20, 2017 3:11 PM  
**To:** Hoffmeister, Phil; Castro, Josephine  
**Cc:** 'Semore, Darren'; 'Kevin Scudero'; 'JIROUSKY603@comcast.net'; 'arbullock12@gmail.com'  
**Subject:** RE: Medical after retirement

The \$128 is not a fee, it is the required "minimum employer contribution" for the health coverage benefit that CalPERS direct bills the City for of the health premium of the retiree – this has always been that way. Therefore, if we pay the \$128 to the retiree, the City is overpaying for the premium reimbursement as we would pay both the retiree and CalPERS, thus we deduct it from what the retiree is paid. I hope that makes sense.

Dawn Merchant

Finance Director  
City of Antioch  
(925) 779-6135

**From:** Hoffmeister, Phil  
**Sent:** Monday, March 20, 2017 2:27 PM  
**To:** Castro, Josephine; Merchant, Dawn  
**Cc:** 'Semore, Darren'; 'Kevin Scudero'; 'JIROUSKY603@comcast.net'; 'arbullock12@gmail.com'  
**Subject:** RE: Medical after retirement

Jo – Nikki Ausk provided me our most recent version of our medical after retirement agreement (attached). For starters, the reimbursement amount doesn't match. The agreement shows \$310 yet you state it's \$354.69 for single. Are you sure you're looking at Unit IV? And I don't see in our agreement about deducting any CalPERS charges. Can you provide documentation for this?

Phil

**From:** Castro, Josephine  
**Sent:** Monday, March 20, 2017 9:29 AM  
**To:** Hoffmeister, Phil; Merchant, Dawn  
**Cc:** 'Semore, Darren'; 'Kevin Scudero'; 'JIROUSKY603@comcast.net'; 'arbullock12@gmail.com'  
**Subject:** RE: Medical after retirement

Retirees on Unit IV are receiving a cap amount of \$354.69 for medical after retirement. However, there is a \$128 fee that CalPERS charges the City and in return we deduct this \$128 fee from their monthly cap reimbursement.

Jo Castro  
City of Antioch  
Finance Department  
Phn: (925) 779-6134  
Fax: (925)-779-7054

# Exhibit 5

CITY OF ANTIOCH  
P.O. BOX 5007  
ANTIOCH, CA 94531-5007

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V07235	JIROUSKY, HAROLD	03/24/17	928825

INVOICE NUMBER	INVOICE DATE	PO NUMBER	DESCRIPTION	GROSS AMOUNT	CR MEMO DISCOUNT	NET AMOUNT
MED2017#1-12	04/01/17		MEDICAL AFTER RETIREME	226.69	0.00	226.69
TOTAL						226.69



CITY OF ANTIOCH  
P.O. BOX 5007  
ANTIOCH, CA 94531-5007  
(925) 779-7055

DATE	CHECK NO.	AMOUNT
03/24/17	928825	\$*****226.69

TO THE  
ORDER  
OF

JIROUSKY, HAROLD

NON-NEGOTIABLE

# Exhibit 6

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# California

## LEGISLATIVE INFORMATION

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### GOVERNMENT CODE - GOV

**TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]** ( Title 2 enacted by Stats. 1943, Ch. 134. )

**DIVISION 5. PERSONNEL [18000 - 22980]** ( Division 5 added by Stats. 1945, Ch. 123. )

**PART 5. THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT [22750 - 22948]** ( Part 5 added by Stats. 2004, Ch. 69, Sec. 22. )

**CHAPTER 1. Public Employees' Health Benefits [22750 - 22944.5]** ( Chapter 1 added by Stats. 2004, Ch. 69, Sec. 22. )

**ARTICLE 8. Contracting Agency Contributions [22890 - 22905]** ( Article 8 added by Stats. 2004, Ch. 69, Sec. 22. )

**22890.** (a) The contracting agency and each employee or annuitant shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan approved or maintained by the board in which the employee or annuitant may be enrolled.

(b) An annuitant is entitled to only one employer contribution. If more than one annuitant is receiving an allowance as the survivor of the same employee or annuitant, there shall be only one employer contribution with respect to all such annuitants.

(c) The contribution of each employee and annuitant shall be the total cost per month of the benefit coverage afforded him or her under the health benefit plan or plans in which he or she is enrolled less the portion thereof to be contributed by the employer. The employer contribution for each employee and annuitant shall commence on the effective date of enrollment.

(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)



**22892.** (a) The employer contribution of a contracting agency shall begin on the effective date of enrollment and shall be the amount fixed from time to time by resolution of the governing body of the agency. The resolution shall be filed with the board and the contribution amount shall be effective on the first day of the second month following the month in which the resolution is received by the system.

(b) (1) The employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the following:

(A) Prior to January 1, 2004, sixteen dollars (\$16) per month.

(B) During calendar year 2004, thirty-two dollars and twenty cents (\$32.20) per month.

(C) During calendar year 2005, forty-eight dollars and forty cents (\$48.40) per month.

(D) During calendar year 2006, sixty-four dollars and sixty cents (\$64.60) per month.

(E) During calendar year 2007, eighty dollars and eighty cents (\$80.80) per month.

(F) During calendar year 2008, ninety-seven dollars (\$97) per month.

(2) Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

(c) A contracting agency may, notwithstanding the equal contribution requirement of subdivision (b), establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years that the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until the time that the employer contribution for annuitants equals the employer contribution paid for employees. This annual adjustment to the minimum monthly employer contribution for an annuitant as authorized by this subdivision shall not exceed one hundred dollars (\$100). This subdivision shall only apply to agencies that first become subject to this part on or after January 1, 1986.

*(Amended by Stats. 2006, Ch. 862, Sec. 1. Effective January 1, 2007.)*

**22893.** (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
------------------------------	--

10 _____	50 _____
11 _____	55 _____
12 _____	60 _____
13 _____	65 _____
14 _____	70 _____
15 _____	75 _____
16 _____	80 _____
17 _____	85 _____
18 _____	90 _____
19 _____	95 _____
20 or more _____	100 _____

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees



and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

*(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)*

**22893.1.** (a) Notwithstanding any other provision of this part, the percentage of employer contribution payable for postretirement health benefits for an employee of the City of Carson, California, shall be based on the employee's



completed years of credited service, provided that the City of Carson shall not pay an employer contribution for the first five years of that credited service, and shall pay thereafter as shown in the following table:

Credited Years of Service _____ Percentage of Employer Contribution	
5 .....	50
6 .....	60
7 .....	70
8 .....	80
9 .....	90
10 .....	100

The application of this subdivision shall be subject to the following:

(1) (A) The employer contribution with respect to each annuitant shall be mutually agreed upon through collective bargaining by the City of Carson and the exclusive representatives of employees of the city. The employer may adjust the amount from time to time through a collectively bargained memorandum of understanding. Changes to the employer contribution shall be ratified by a resolution passed by the city council of the City of Carson and that resolution shall be filed with the board. The employer contribution established by this paragraph shall not be less than the adjusted employer contribution required by subdivision (b) of Section 22892.

(B) In the case of employees not represented by a bargaining unit, the employer contribution with respect to each annuitant shall be determined pursuant to a resolution passed by a majority of the city council of the City of Carson and that resolution shall be filed with the board.

(2) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(3) The credited service of an annuitant for the purpose of determining the percentage of employer contributions applicable under this section shall mean credited service performed with the City of Carson.

(4) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(b) This section applies only to the City of Carson and only with regard to an employee of the city who is first hired on or after January 1, 2014.

*(Added by Stats. 2013, Ch. 244, Sec. 1. Effective January 1, 2014.)*

**22894.** (a) Notwithstanding any other provision of this part, the City of San Diego, the employees' exclusive representative, and unrepresented employees may agree that the employer contribution for postretirement health coverage shall be subject to the following:

(1) Credited years of service that the employee worked with the City of San Diego.

(2) A memorandum of understanding regarding postretirement health coverage mutually agreed upon through collective bargaining. This issue may not be subject to the impasse procedures set forth in Article 9 (commencing with Section 3548) of Chapter 10.7 of Division 4 of Title 1.

(b) This section is not applicable to any employee who retired before the effective date of the memorandum of understanding. In the event that the memorandum of understanding establishes a retroactive effective date, this section applies only prospectively and any employee who retires before the memorandum of understanding is signed may not be affected by it.

(c) No agreement reached pursuant to subdivision (a) shall be valid if it provides an employer contribution for employees with less than 10 years of credited service with the City of San Diego.

(d) The City of San Diego shall provide, in the manner prescribed by the board, a notification of the agreement established pursuant to this section and any additional information necessary to implement this section.

(e) This section shall only apply to employees who are either of the following:

(1) Members of the San Diego Police Officers Association.

(2) Unclassified or unrepresented employees of the City of San Diego.

*(Added by Stats. 2010, Ch. 600, Sec. 1. Effective January 1, 2011.)*

**22895.** (a) Notwithstanding any other provision of this part, a school employer, the employees' exclusive representative, and unrepresented employees may agree that the employer contribution for postretirement health coverage shall be subject to the following:

- (1) Credited years of service that the employee worked with the contracting agency.
  - (2) A memorandum of understanding regarding postretirement health coverage mutually agreed upon through collective bargaining. This issue may not be subject to the impasse procedures set forth in Article 9 (commencing with Section 3548) of Chapter 10.7 of Division 4 of Title 1.
- (b) No agreement reached pursuant to subdivision (a) shall be valid if it imposes separate postretirement health coverage vesting requirements on employees in the same category and doing similar job duties.
- (c) This section is not applicable to any employee who retired before the effective date of the memorandum of understanding. In the event that the memorandum of understanding establishes a retroactive effective date, this section applies only prospectively and any employee who retires before the memorandum of understanding is signed may not be affected by it.
- (d) No agreement reached pursuant to subdivision (a) shall be valid if it provides an employer contribution for employees with less than five years of credited service with the school employer.
- (e) The contracting agency shall provide, in the manner prescribed by the board, a notification of the agreement established pursuant to this section and any additional information necessary to implement this section.

*(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)*

**22896.** (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of the Sacramento Metropolitan Fire District subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
5 _____	25 _____
6 _____	30 _____
7 _____	35 _____



8 _____	40 _____
9 _____	45 _____
10 _____	50 _____
11 _____	55 _____
12 _____	60 _____
13 _____	65 _____
14 _____	70 _____
15 _____	75 _____
16 _____	80 _____
17 _____	85 _____
18 _____	90 _____
19 _____	95 _____
20 or more _____	100 _____

The application of this subdivision shall be subject to the following:

(1) (A) In the case of the employees represented by a bargaining unit, the employer contribution with respect to each annuitant shall be determined pursuant to a memorandum of understanding approved through a meet and confer process pursuant to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500) of Division 4 of Title 1) with any recognized employee organization. The issue shall not be subject to the impasse procedures set forth in Article 9 (commencing with Section 3548) of Chapter 10.7 of Division 4 of Title 1.

(B) In the case of employees not represented by a bargaining unit, the employer contribution with respect to each annuitant shall be determined pursuant to a resolution adopted by a majority of the Sacramento Metropolitan Fire District Board of Directors and shall be in accordance with Section 7522.40.

(C) The employer contribution established by this paragraph shall not be less than the adjusted employer contribution required by subdivision (b) of Section 22892.

(2) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with the Sacramento Metropolitan Fire District.

(3) The Sacramento Metropolitan Fire District shall provide, in the manner prescribed by the board, a notification of the agreement and resolution adopted pursuant to paragraph (1) and any additional information necessary to implement this section.

(4) The Sacramento Metropolitan Fire District shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(b) Notwithstanding subdivision (a), the contribution payable by the Sacramento Metropolitan Fire District shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with the Sacramento Metropolitan Fire District, regardless of the number of days after separation from employment. The contribution payable by the Sacramento Metropolitan Fire District under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section applies only to the Sacramento Metropolitan Fire District, or its successor. This section applies only with regard to the employees of the district hired on or after December 1, 2011.

*(Added by Stats. 2013, Ch. 774, Sec. 1. Effective January 1, 2014.)*

**22897.** (a) Notwithstanding any other provision of this part, a contracting agency and the employees' exclusive representative may agree that the employer contribution for postretirement health benefit coverage for an employee subject to this section shall be based on the employee's completed years of service credited with the contracting agency at retirement, with the contracting agency paying no employer contribution for the first 15 years of that credited service and paying 100 percent of the employer contribution for employees with credited service of 15 years or more.

This section applies only to the North Orange County Community College District and the Riverside County Superintendent of Schools, only with regard to the employees of those agencies who are first hired on or after July 1, 1993.

(b) An agreement entered into pursuant to subdivision (a) shall provide that the employer contribution for a part-time employee, with 20 years or more of credited service with the contracting agency, shall be 100 percent of the employer contribution.

*(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)*

**22898.** (a) Notwithstanding any other provision of this part, the percentage of employer contribution payable for postretirement health benefits for an employee of the Alameda County Transportation Improvement Authority shall, except as provided in subdivision (b), be based on the employee's completed years of credited service, provided that the Alameda County Transportation Improvement Authority shall not pay an employer contribution for the first five years of that credited service, and shall pay thereafter as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
5 .....	50
6 .....	55
7 .....	60
8 .....	65
9 .....	70
10 .....	75
11 .....	80
12 .....	85
13 .....	90
14 .....	95



15 ..... 100
--------------

The application of this subdivision shall be subject to the following:

- (1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefits plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest agency enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall not pay an additional contribution.
  - (2) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.
  - (3) The credited service of an annuitant for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of credited service shall have been performed with the Alameda County Transportation Improvement Authority.
  - (4) The employer shall provide the board any information requested that the board determines is necessary to implement this section.
- (b) Notwithstanding subdivision (a), the contribution payable by the employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:
- (1) Retired for disability.
  - (2) Retired for service with 15 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by the employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.
  - (c) This section applies only to the Alameda County Transportation Improvement Authority, or its successor, and only with regard to the employees of the agency who are first hired on or after October 1, 2004.

*(Amended by Stats. 2010, Ch. 328, Sec. 88. Effective January 1, 2011.)*

**22899.** (a) The contributions required of a contracting agency, along with contributions withheld from salaries of its employees, shall be forwarded monthly, no later than the 10th day of the month for which the contribution is due.

The contributions shall be credited to the Public Employees' Contingency Reserve Fund as specified by Section 22910.

(1) Deferrals or contributions paid by a contracting agency shall be paid through an electronic funds transfer method prescribed by the board. This payment requirement is effective upon declaration by the board.

(2) A contracting agency that is unable, for good cause, to comply with paragraph (1), may apply to the board for a waiver that allows the agency to pay in an alternate manner as prescribed by the board, but not by credit card payment.

(3) For the purpose of this subdivision, "electronic funds transfer" has the same meaning as that set forth in Section 20027.5.

(b) A county superintendent of schools shall draw requisitions against the county school service fund and the funds of the respective school districts for the amount equal to the total of the employer contributions and the employee contributions deducted from compensation paid from those funds. The amounts shall be deposited in the county treasury to the credit of the contract retirement fund established pursuant to Section 20617. The county superintendent thereafter shall draw his or her requisitions against the fund in favor of the board which, when allowed by the county auditor, shall constitute warrants against the fund and shall forward the warrants to the board in accordance with this section.

(c) If a contracting agency fails to remit the contributions when due, the agency may be assessed interest at an annual rate of 10 percent and the costs of collection, including reasonable legal fees, when necessary to collect the amounts due. In the case of repeated delinquencies, the contracting agency may be assessed a penalty of 10 percent of the delinquent amount. That penalty may be assessed once during each 30-day period that the amount remains unpaid. Additionally, the contracting agency may be required to deposit one-month's premium as a condition of continued participation in the program.

*(Amended by Stats. 2009, Ch. 118, Sec. 5. Effective January 1, 2010.)*

**22900.** (a) Notwithstanding any other provision of this part, the County of Mariposa and the employees' exclusive representative may agree that the employer contribution for health coverage shall be subject to the following:

(1) In the case of employees represented by a bargaining unit, a memorandum of understanding regarding health coverage, mutually agreed upon through collective bargaining, or, in the case of employees not represented by a bargaining unit, a resolution adopted by a majority of the county board of supervisors, providing as follows:

(A) Establishing the amount of its employer contribution for its annuitants or employees at any amount equal to or above that of the adjusted employer contribution required by subdivision (b) of Section 22892.



(B) Providing an employer contribution amount for annuitants that is higher than the employer contribution provided for employees, except that any employer contribution may not be less than the adjusted employer contribution required by subdivision (b) of Section 22892. This subparagraph shall only apply to an employee who retired before the effective date of the memorandum of understanding or resolution adopted pursuant to subdivision (a). If the memorandum of understanding or resolution establishes a retroactive effective date, this subparagraph shall apply only prospectively, and any employee who retires before the memorandum of understanding is signed or the resolution is adopted shall be subject to this subparagraph.

(2) This subdivision shall not affect the obligations or benefits of either the annuitants or the county that exist at the time of the enactment of this section.

(b) The County of Mariposa shall provide, in the manner prescribed by the board, a notification of the agreement established pursuant to this section and any additional information necessary to implement this section.

*(Added by Stats. 2012, Ch. 836, Sec. 1. Effective January 1, 2013.)*

**22901.** Each contracting agency shall contribute to the Public Employees' Contingency Reserve Fund, an amount sufficient to bear all of the administrative costs incurred by the board in providing to the employees and annuitants of that agency the health benefits provided by this part. The amount of the contributions required by this section shall be determined by the board and may include an appropriate share of overhead costs of the program. A contracting agency shall, in addition, contribute to the fund for each of its employees and annuitants the same amount as is required of the state under paragraph (2) of subdivision (b) of Section 22885.

*(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)*

**22902.** (a) For the purposes of this section, the term "district" shall mean the San Francisco Bay Area Rapid Transit District.

(b) Notwithstanding any other provision of this part, the district may make contributions for postretirement health benefits for its unrepresented employees, including members of the district board of directors to the extent that they are eligible for contributions under existing law, and members of any unit of employees whose terms and conditions of employment are determined through collective bargaining. Those contributions shall be subject to the following:

(1) Credited years of service that the employee worked with the district.

(2) An agreement with all represented employees regarding postretirement health coverage mutually agreed upon through collective bargaining.

(3) Contributions for postretirement health benefits for the district's unrepresented employees, including members of the district board of directors to the extent that they are eligible for contributions under existing law, may only be made in accordance with the eligibility criteria and schedule below.

(c) An agreement reached pursuant to subdivision (b) shall provide that employer contributions for postretirement health benefits for employees shall be made in the following percentages for the applicable credited years of service:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	60
12	70
13	80
14	90
15	100

(d) An agreement reached pursuant to subdivision (b) shall authorize full employer contributions for postretirement health benefits for those employees who retire for disability with five years of credited service with the district.

(e) (1) This section shall only apply to district employees first hired on or after January 1, 2014, and to directors who first serve as a director on or after January 1, 2014.

(2) This section shall apply to employees whose terms and conditions of employment are determined through collective bargaining only if the agreement is expressly incorporated by reference into, or made a part of, a memorandum of understanding.

(f) This section is not applicable to any employee who retires before the effective date of the memorandum of understanding referenced in paragraph (2) of subdivision (e). In the event that the memorandum of understanding establishes a retroactive effective date, this section shall apply only to retirements occurring on or after the effective date of this section.

(g) The district shall provide, in the manner prescribed by the board, a notification of each agreement established pursuant to this section or personnel action incorporating or applying this section, and any additional information necessary to implement this section.

*(Added by Stats. 2014, Ch. 216, Sec. 1. Effective January 1, 2015.)*

**22905.** Any person or entity subject to the requirements of this chapter shall comply with the standards set forth in Chapter 7 (commencing with Section 3750) of Part 1 of Division 9 of the Family Code and Section 14124.94 of the Welfare and Institutions Code.

*(Added by Stats. 2004, Ch. 69, Sec. 22. Effective June 24, 2004.)*