

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

TREATMENT PLANT EMPLOYEES' ASSOCIATION
Representational Unit III

OCTOBER 1, 2014 - SEPTEMBER 30, 2018

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MEMORANDUM OF UNDERSTANDING

Between

CITY OF ANTIOCH

And

TREATMENT PLANT EMPLOYEES' ASSOCIATION
REPRESENTATIONAL UNIT NO. III

This Memorandum of Understanding, hereinafter referred to as MOU, 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 representation 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 MOU shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing October 1, 2014 and ending September 30, 2018.

ARTICLE 1

RECOGNITION

1.1 Association Recognition

The Treatment Plant Employees' Association (hereinafter referred to as the "TPEA") is the recognized employee organization for employees assigned to Representational Unit III. The following classifications are assigned to Unit III:

Laboratory Assistant I/II
Water Treatment Plant Operator
Water Treatment Plant Trainee
Water Treatment Plant Maintenance Worker I/II/III

1.2 City Recognition

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

ARTICLE 2

ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the TPEA 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 respective supervisor.

ARTICLE 3

ACCESS TO WORK LOCATIONS

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

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

ARTICLE 4

USE OF CITY FACILITIES

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

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

ARTICLE 5

BULLETIN BOARDS

The TPEA may use portions of City bulletin boards under the following conditions.

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

ARTICLE 6

ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the TPEA 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 TPEA shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the TPEA, 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 7

CITY RIGHTS

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

ARTICLE 8

DISCRIMINATION

The City shall not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity approved by this agreement, nor will the City discourage membership in the Association or encourage membership in any other employee organization.

The Association, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to sex/gender, race/color, national origin/ancestry, age, disability/medical condition, religion, veteran status, pregnancy, sexual orientation, marital status, employee organization affiliation, or any other protected status under State or Federal laws. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 9

WORK DAY/WEEK, OVERTIME, CALL BACK, ACTING PAY, STANDBY/ON-CALL PAY

9.1 Regular Work Day/Week

A normal work day is considered eight (8) to ten (10) hours depending on the employee's work schedule, and a work week is considered forty (40) hours.

9.2 Overtime

Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or his/her designee.

Any authorized time worked in excess of the employee's work day or work week 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 taken as compensatory time off at the employee's option.

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

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

9.3 Compensatory Time

Employees may accumulate no more than a total of eighty (80) compensatory time hours, including standby/on-call hours.

Employees may cash out accrued compensatory by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid in the pay period in which it is requested.

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

9.4 Call Back

- a. If any employee is called back to work after leaving the workplace after quitting time, employee shall, upon reporting, receive a minimum of two (2) hours straight time pay.
- b. If any employee is called back to work after midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and, therefore, considered overtime, the employee shall, upon reporting, receive a minimum of three (3) hours straight time pay.
- c. 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.

9.5 Working in a Higher Classification/Acting Pay

A regular employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume normal day to day duties of a higher classification shall be eligible for acting pay if he/she has previously completed forty (40) cumulative hours of training. Such acting pay shall be paid only for periods where the assignment is for forty (40) or more continuous hours. Pay shall be five percent (5%) or Step A of the higher position, whichever is greater, except that in no case will the pay be more than the highest step of the higher classification.

9.6 Standby/On-Call Duty

Any employee assigned to on-call duty shall be compensated as follows:

- a. For each full week (seven (7) calendar days) an employee is on primary standby assignment, said employee shall receive nineteen (19) hours of compensation, in addition to pay for hours actually worked. Compensation shall be in pay or compensatory time off subject to the eighty (80) hour compensatory time maximum accumulation.
- b. Holiday on-call compensation: Employees on standby shall receive six (6) additional hours standby pay for each holiday (a total of 25 hours) except Thanksgiving, Christmas and New Years when compensation shall be an additional eight (8) hours (a total of 27 hours).

ARTICLE 10

COMPENSATION

10.1 Salary Adjustments

All salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

Effective the first full pay period in January 2016, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2017, all salaries shall be increased by 2.5%.

Effective the first full pay period in January 2018, all salaries shall be increased by 2.5%.

10.2 Starting Rate

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

10.3 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/she 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.

10.4 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 Finance Director, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

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

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

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

ARTICLE 11

HEALTH AND WELFARE

11.1 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, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period.

If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

11.2 Dental Insurance

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

11.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a group life insurance policy for each employee in an amount equal to one (1) year

of employee's base salary, effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in this life insurance policy.

- B. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

11.4 Long-Term Disability Insurance

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

11.5 Short-Term Disability Insurance

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

11.6 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 administered by Medical Eye Services, Inc.
- B. Enrollment in the Vision Plan is optional.

11.7 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.

11.8 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 within the city limits of Antioch.
- 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.

11.9 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 \$594.61 per month.
 2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1052.96 per month.
 3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1365.66 per month.
 - a. 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.
 - b. The City shall add the dollar value changes in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.
 - c. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase/decrease in premiums.
 - d. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase/decrease. Each employee's payroll deduction shall be modified by 50% of the premium increase/decrease. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employee (\$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.
- D. 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 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 may 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 shall 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.
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 dependents that affects the amount of the City's monthly contributions, 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.

ARTICLE 12

RETIREMENT

12.1 Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System

(PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution Rate. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

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

Effective the first full pay period in January 2016, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be nine percent (9%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

Effective the first full pay period in January 2017, all employees shall increase their contribution toward the PERS Employer Contribution Rate by one percent (1%). The total contribution for a Classic/Legacy employee will be ten percent (10%). All non-Classic/Legacy employee's contribution shall be 50% of the Normal Cost, or the same percentage as the Classic/Legacy employee's total contribution, whichever is greater.

12.2 Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the Medical-After-Retirement Plan on file in the Human Resources Department. The City shall contribute to this Plan 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 employees vote to make a contribution of two point five percent (2.5%) 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 13

HOLIDAYS

13.1 Holiday Pay

A. The City shall observe the following holidays during the term of this Memorandum of Understanding:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
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
Veterans Day	November 11th
Thanksgiving	Fourth Thursday, November
Day After Thanksgiving	Fourth Friday, November
Christmas Eve	December 24th
Christmas Day	December 25th

B. Employees required to work on a holiday shall receive one and one-half (1-1/2) times the designated hourly rate for each hour worked on the holiday.

C. Employees who work on a holiday shall be permitted to take the one-and-one-half (1-1/2) times the regular rate as either compensatory time off or pay.

D. Employees whose regularly scheduled day off falls on a holiday shall have the choice of pay equal to the employee's regularly scheduled workday or time off equal to the employee's regularly scheduled workday on a day mutually agreeable to the City and the employee (for example 8, 9 or 10 hours of pay or time off).

E. All banked holiday time in accordance with C above, shall be taken within a one year period running from November 1 to the following October 31. If time is not taken off by the deadline, the employee shall receive straight time compensation for the hours in his/her holiday bank.

13.2 Floating Holidays

Each employee covered by this MOU shall also be entitled to three (3) floating holidays; two (2) of which the employee qualifies for on the first working day of January, the other one of which the employee qualifies for if he/she is working for the City anytime between July 1 and October 31. Employees who do not begin work for the City before November 1 are not entitled to any floating holidays for that calendar year. The specific

date of each floating holiday shall be mutually determined between the employee and his/her Supervisor in advance of the proposed date. Floating holidays must be taken in the calendar year earned and must be taken off as whole days (i.e., no portion of days may be taken).

Floating Holiday is defined as a full day off based upon the employee's regularly scheduled work hours (for example 8, 9 or 10 hours).

ARTICLE 14

VACATION

14.1. 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.

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

14.2. 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).

14.3. Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for eighteen (18) month's 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 eighteen (18) month's figure.

14.4. Vacation Pay at Termination

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

14.5. 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 15

SICK LEAVE

15.1 Benefits

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 for family. 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 days per year) with unlimited accumulation.

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.

If sick leave is used for other than the legitimate purposes described below or in the Personnel Rules, 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.

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.

An employee who has been absent from work due to an illness or injury for three (3) or more consecutive workdays may be required to submit 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 notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

Sick leave may be used only in the following situations:

- ◆ When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
- ◆ When the employee must provide care for his/her spouse, domestic partner, parent, child or dependent, a maximum of six (6) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days, if approved by the Department Head.
- ◆ Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

15.2 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.

ARTICLE 16

SHIFT AND GRADE DIFFERENTIAL

16. Shift Differential

A. The shift differential for second or swing shift shall be five percent (5%) of the employee's base pay for all hours worked on such shift. The shift differential for third or graveyard shift shall be ten percent (10%) of the employee's base pay for all hours worked on such shift. In order to qualify for shift differential, the second, or swing, shift shall include four (4) or more hours after 4:00 p.m., and the graveyard shift shall include four (4) or more hours prior to 8:00 a.m.

Shift Differential shall be included in the overtime rate of pay for any overtime worked during the hours that otherwise qualify for shift differential.

Shift Differential shall be included in the holiday rate of pay for any holiday worked during the hours that otherwise qualify for shift differential.

B. The City agrees to provide 48 hours notice for shift schedule changes that are not of an emergency nature. Should the employee receive less than 48-hours notice, he/she will be paid at a rate of 1-1/2 times his regular rate of pay for the first day of the new schedule.

16.2 Grade Differential

The City will continue to pay a five percent (5%) grade differential for employees in this unit who possess any State of California Water Treatment certificate greater than Grade I when such certification is above the requirements for that position. In no case shall certification pay exceed five percent (5%).

Upon successful completion of any certificate exam at a level required for the classification, the City shall pay the exam cost. The City shall also pay for renewal of any certificate necessary for the employee to maintain in order to perform his/her duties. The City shall not pay for initial certification exams for any level which will result in employee receiving certificate pay.

ARTICLE 17

LEAVES

17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return or because of personal hardship. Employee may not be granted a 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/her supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

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

17.3 Military Leaves of Absence

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

17.4 Industrial Disability Leave

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

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City for up to one (1) year during an industrial injury leave.

17.5 Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee shall be required to use all but forty (40) hours of accumulated sick leave before short term disability benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the thirty (30) calendar day waiting period to extend the time in which full salary can be received.

Insurance premiums/cafeteria plan contributions for health and welfare benefits shall be paid by the City during the first six (6) months of an unpaid leave of absence.

17.6 Bereavement Leave

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

17.7 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 18

PROBATIONARY PERIOD

- 18.1 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 and transfers. 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. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis.

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

Leave of Absence

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

Appropriate Classification

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

Ties

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

19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee 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 for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

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

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

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by the TPEA, 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 Reemployment 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 delivery confirmation 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 mailed to last known address on record within five (5) calendar days after receipt of the offer, or if the offer is returned to the City as undeliverable or unclaimed, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally 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 - Association Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the TPEA, the City Manager or hi/her designee shall notify the TPEA 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 ten (10) work days notice of layoff to affected employees.

19.9 Benefits

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

19.10 Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the Layoff Policy.

ARTICLE 20

DISCIPLINE

20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City shall have the right to reduce, for cause, the base pay rate by up to five percent (5%) for any employee for a period not to exceed three (3) months.

20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended, or demoted, or had his/her base pay rate reduced, 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 TPEA in writing within ten (10) calendar days from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

ARTICLE 21

PERSONNEL FILES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or

warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 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.

22.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to an official of the TPEA, 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 the TPEA 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 a 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 TPEA or legal counsel and the City may be represented by whomever the City Manager designates. The City and the TPEA 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 Association. 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.

The decision of the Board of Administrative Appeals regarding terminations, suspensions, demotions and reductions in pay shall be deemed final and conclusive.

Decisions of the Board regarding grievances shall be appealable to the City Council. 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 the 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 the TPEA 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.

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 City uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by an 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 Two Hundred Fifty Dollars (\$250.00) per fiscal year toward the purchase of safety shoes. Shoes may be purchased through the voucher system.

24.2 Uniform Allowance

Employees are required to wear the uniforms, including T-shirts, as directed by the City. The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt per year will be provided. One jacket shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts. These will be provided by the City at an expense equal to the cost of the uniform shirt or not to exceed One Dollar (\$1.00) of current or inflationary costs of the uniform shirt.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense.

There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

24.3 Meal Payments

When an employee is required to work:

A. Two (2) or more hours before the start of his/her regular work shift and then employee works their regular work shift.

or

B. Two (2) hours following the regular work shift and each four (4) hours thereafter;

or

C. Is called into work for Four (4) hours of over time and for each four (4) hours thereafter. Then he/she shall be compensated for the cost of a meal in the amount of Eight Dollars and 50cents (\$8.50).

24.4 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 Memoranda.

24.5 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. One representative shall be selected to represent the TPEA in the City-wide Safety Committee.
- C. The City shall continue present practice of providing safety glasses.
- D. Safety Equipment - The City and TPEA will refer the recommendations of the Water Treatment Plant employees to the City's Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

24.6 Contract Work

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

24.7 Notice of Classification Modification

The TPEA 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 TPEA shall be undertaken accordingly.

24.8 Temporary Assignments

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

ARTICLE 25

SEPARABILITY OF PROVISIONS

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

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

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

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

26.1 PAST PRACTICES

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

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the TPEA.

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

26.2 MISCELLANEOUS

This Memorandum of Understanding shall remain in force from October 1, 2014 September 30, 2018.

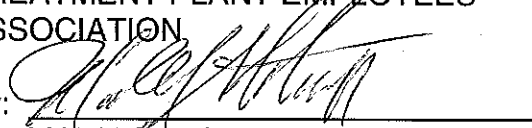
The recommendations set forth in this Memorandum are final. Except as specified in Section 27.1 above, no changes or modifications shall be offered, urged or otherwise presented by the TPEA or by the City for the period October 1, 2014 through September 30, 2018. However, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring regarding modifications herein, to be effective if mutually agreeable.

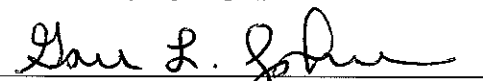
Should the City find itself in a situation where financial difficulties may result in employee layoffs, the City and TPEA will meet and confer to discuss the specific difficulties and alternative solutions to layoffs.

CITY OF ANTIOCH

By: 
STEVE DURAN
City Manager

TREATMENT PLANT EMPLOYEES'
ASSOCIATION

By: 
MARK GUTOWSKI

By: 
GAVIN JOHNSON

Date: 02/26/2015

Date: 2-25-2015