

**RESOLUTION NO. 2018/151**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH  
AND THE TREATMENT PLANT EMPLOYEES ASSOCIATION FOR THE PERIOD OF  
OCTOBER 1, 2018 – SEPTEMBER 30, 2020 AND AUTHORIZING THE NECESSARY  
FY2018/19 BUDGET ADJUSTMENTS**

**WHEREAS**, the City and the Treatment Plant Employees Association (TPEA) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2018; and

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

**WHEREAS**, representatives of the City and the TPEA reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2018 through September 30, 2020.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and TPEA for the period of October 1, 2018 – September 30, 2020, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to make the necessary FY2018/19 budget adjustments to implement provisions of the agreement.

\* \* \* \* \*

**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 27<sup>th</sup> day of November, 2018, by the following vote:

**AYES:** Council Members Wilson, Thorpe, Tiscareno, Ogorchock, and Mayor Wright

**ABSENT:** None

**NOES:** None

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

**TENTATIVE AGREEMENT**

**between**

**CITY OF ANTIOCH**

**and**

**TREATMENT PLANT EMPLOYEES' ASSOCIATION**

**October 10, 2018**

- Term – October 1, 2018 and ending September 30, 2020
- Salary Adjustments
  - Effective the first full pay period in January 2019, all salaries shall be increased by 3.0%.
  - Effective the first full pay period in January 2020, all salaries shall be increased by 3.0%.
- 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.

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 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.

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. Except for those employees eligible under E. below. 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 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.

D. Employees hired by the City after December 31, 2018~~20~~, cash back in lieu of benefits shall be limited to \$250 per month.

E. Employees who have selected to have the unused money from their Flexible Benefit Plan, as of October 10, 2018, deposited into his/her half cash or deferred compensation account shall continue to have deposited the same amount that they were receiving on November 1, 2018 into their deferred compensation account for the term of this MOU. If the employee makes any changes to their medical plan that would impact this amount, they will no longer be eligible for this exception and shall be entitled to payments in accordance with C.3. above.

- **Compensatory Time**

Employees may accumulate no more than a total of one hundred eighty (100~~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.

- Certificate Pay

- The City will pay a five percent (5.0%) differential for Water Treatment Plant

Operators who possess and maintain a State of California Water Treatment Grade V Certificate.

- Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, domestic partner, children, step children, legal ward, foster child, adopted child, parents, father, mother, step parents, individual who stood in loco parentis to the employee when the employee was a child, brothers, step brother, sisters, step sister, mother-in-law, father-in-law, sister-in-law, step sister-in-law, brother-in-law, step brother-in-law, daughter, step daughter, daughter-in-law, step daughter-in-law, son, step son, son-in-law, step son-in-law, grandparents, step grandparents, spouse's grandparents, and grandchildren, step grandchildren, and grandchild-in-law) 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.

For the City of Antioch

For the Association

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