


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 26, 2022

**TO:** Honorable Mayor and Members of the City Council

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

**SUBJECT:** Tentative Agreement between the City of Antioch and the Treatment Plant Employees' Association for the Period of October 1, 2021 – September 30, 2025

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Treatment Plant Employees Association (TPEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and 2022/23 budgets to implement the provisions of the Tentative Agreement.

**FISCAL IMPACT**

The estimated fiscal impact of the Treatment Plant Employees' Association (TPEA) Tentative Agreement for FY2021/22 is \$60,185.

**DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and TPEA covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and TPEA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopts the Tentative Agreement, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreement. The existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed. When completed, the MOU will be submitted to City Council for approval and adoption.

Highlighted terms of the first year of the Tentative Agreement are:

- Four-year contract ending September 30, 2025.

- Effective the first full pay period after October 1, 2021, salaries for all classifications represented by the Management Bargaining Unit shall be increased by 4%.
- Effective January 1, 2023, the City shall contribute 100% of the Kaiser rate to the Flexible Benefits plan.
- The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution for a total of \$75.00.
- TPEA represented employees possessing a State of California water distribution certification of grade D-3 or higher shall receive an additional \$500 per month as certification pay.
- Annual allowance for safety shoes increases from \$250 to \$350.
- In unusual circumstances or when bereavement services will be held more than 500 miles from the City of Antioch, up to seven (7) days of Funeral Leave may be approved by the City Manager.
- The addition of Martin Luther King Jr.'s birthday and Juneteenth as a recognized City Holidays.

Please refer to Exhibit 1 to the Resolution for the detail of the Tentative Agreement.

## **ATTACHMENTS**

### **A. Resolution**

Exhibit 1 to Resolution – Tentative Agreement

**RESOLUTION NO. 2022/\*\*\***

**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, 2021 – SEPTEMBER 30, 2025**

**WHEREAS**, the City and the Treatment Plant Employees' Association had a Memorandum of Understanding covering the period of October 1, 2016 – September 30, 2021;

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

**WHEREAS**, representatives of the City and the Treatment Plant Employees' Association reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2021 through September 30, 2025.

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

**Section 1.** The Tentative Agreement between the City of Antioch and the Treatment Plant Employees' Association for the period of October 1, 2021 – September 30, 2025, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The City Manager or designee is authorized to amend the FY2021/22 and 2022/23 budgets to implement the provisions of the Tentative 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 26th day of April, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH**

**City of Antioch and TPEA  
MOU Negotiations 2021-22**

**Comprehensive Tentative Agreement  
April 20, 2022**

The City and the TPEA have met and conferred in good faith and have reached agreement on the following terms to be incorporated into the successor MOU. All proposals not specifically identified below are deemed withdrawn. It is understood and agreed that this comprehensive tentative agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to final approval by the City Council).

1. **Term of Agreement:** 4-year agreement (10/1/2021 through 9/30/2025)
2. **Cost of Living Adjustments:**
  - Effective the first full pay period after October 1, 2021, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2022, 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, 2023, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2024, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. **Holidays:** Add Martin Luther King Jr.'s birthday (3<sup>rd</sup> Monday in January) and Juneteenth (June 19<sup>th</sup>) to the list of City observed holidays in Section 13.1.A.
4. **Deferred Compensation:** Add the following language to Article 12 of the MOU:  
"The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution, for a total of \$75.00."
5. **Certification Pay:** Effective the first full pay period after October 1, 2021, any TPEA-represented employee possessing a State of California water distribution certification of grade D-3 or higher shall receive an additional \$500/month as certification pay.
6. **Boot Allowance:** City to increase the annual allowance for safety shoes in Article 24.1 from \$250 to \$350.
7. **Bereavement:** In unusual circumstances or when services will be held more than 500 miles from the City of Antioch, up to ~~five (5)~~ seven (7) days of Funeral Leave may be approved by the City Manager.
8. **Flexible Benefits Plan:**  
Effective January 1, 2023, the City shall make the following contributions to the Flexible Benefits Plan on behalf of 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 one hundred percent (100%) 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 one hundred percent (100%) of the Kaiser two (2) party rate per month.
  3. For each employee who is eligible for family medical coverage, the City shall contribute one hundred percent (100%) 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 the 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party or family).
9. Equity Adjustments: As agreed in the Side Letter Agreement signed 3/30/2022.

For the City:

*Pfeiffer*  
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For the TPEA:

*Ben Wood*  
*Steve L. John*  
*Brian Connelly*  
Steve Callahan by G.J.

Date: 4/20/2022

Date: 4-20-2022