


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 12, 2022

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

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

**SUBJECT:** Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA) for the Period of September 1, 2021 – August 31, 2025

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and
- 2) Authorize 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 Agreements.

**FISCAL IMPACT**

The estimated fiscal impact of the Antioch Police Officers Association (APOA) Tentative Agreements for FY2021/22 is \$1,074,514.

**DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and the Antioch Police Officers Association (APOA) covered the period of September 1, 2016 – August 31, 2021. Representatives of the City and the APOA have been meeting and conferring in good faith for several months to negotiate an agreement and finalize the MOU. If the City Council adopt the Tentative Agreements, the parties will continue to prepare an MOU to memorialize and replace the Tentative Agreements. The existing MOU will continue as modified by the terms of the Tentative Agreements 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 Agreements are:

- Four-year contract ending August 31, 2025.

- Effective the first full pay period after September 1, 2021, salaries for all classifications represented by the APOA shall be increased by 4%.
- Detective/Investigator Pay: Sworn Police personnel who are routinely and consistently assigned to perform detective or investigative duties shall receive an additional \$250 per month above their base pay while serving in this assignment.
- Motorcycle Officer Pay: Sworn Police personnel who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive \$500 per month above their base pay during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.
- The addition of Juneteenth as a recognized City Holiday.

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

**ATTACHMENTS**

A. Resolution

Exhibit 1 to Resolution – Tentative Agreements

**ATTACHMENT A**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH  
AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD  
OF SEPTEMBER 1, 2021 – AUGUST 31, 2025**

**WHEREAS**, the City and the Antioch Police Officers Association (APOA) had a Memorandum of Understanding covering the period of September 1, 2016 – August 31, 2021;

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

**WHEREAS**, representatives of the City and the APOA reached Tentative Agreements for a successor Memorandum of Understanding for the period of September 1, 2021 through August 31, 2025.

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

**Section 1.** The Tentative Agreements between the City of Antioch and the APOA for the period of September 1, 2021 – August 31, 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 Agreements.

\* \* \* \* \*

**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 12th 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**

# EXHIBIT 1

## APOA Status of Proposals

Proposal #	Subject	Signed/Withdrawn
1	Article III Association Rights, Sections A. B. Payroll Deductions	Signed
2	Article VI Compensation, Section B. Working in a Higher Classification	Withdrawn
3	Article VIII Health and Welfare, Section A. Medical Insurance, Section H. Flexible Benefits	Signed
4	Article VII Leaves, Section C. Sick Leave	Signed
5	Article VII Leaves, Section G. Family Care Leave	Withdrawn
6	Article X Educational Incentive, Section B. Educational Incentive Pay	Withdrawn
7	Article VI Compensation, Section A. (New) Flexibly staffed Community Service Officer Classification	Withdrawn
8	Article VI Compensation, Section C. Shift Differential	Withdrawn
9	Article VI Compensation, Section A. Salaries	Signed
10	Article VI Compensation, Section O. (New) Detective/Investigator Pay	Signed
11	Article VI Compensation, Section P. (New) Motorcycle Officer Pay	Signed
12	Article VI Compensation, Section Q. (New) Major Traffic Accident Investigator Pay	Withdrawn
13	Article VI Compensation, Section R. (New) non-Sworn Seniority Pay	Withdrawn
14	Article XV Savings Clause and Term of Agreement	Signed
	Article VII Leaves, Section B. 1. Holidays	Signed

2021 NEGOTIATIONS  
BETWEEN THE  
CITY OF ANTIOCH  
AND  
ANTIOCH POLICE OFFICERS ASSOCIATION

APOA Proposal: 1

Date Presented: 8/13/2021

SECTION(S): Article III B. Payroll Deductions

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ARTICLE III  
ASSOCIATION RIGHTS

A. Dues Deductions

Employees who voluntarily join the Association may authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively "dues deductions"). The Association shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize due deductions. The Association shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

The City shall deduct from the paychecks of each employee who voluntarily authorizes dues deductions as certified by the Association, or pursuant to an authorization form tendered to the City by the Association or employee, the total amount of dues certified by the Association per month. The City shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the Association. The Association shall specify the person authorized to receive such funds and address to which the City shall forward the dues deductions.

If an employee desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the employee to the Association. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Association to the City and subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the Association.

B. Hold Harmless

TA 8/20/2021  
TKT B

The Association shall indemnify, defend, and save the City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City for purposes of complying with any of the dues deduction provisions of this Memorandum of Understanding.

- A. ~~In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be contracting party, the City agrees to provide payroll deductions for members of the Association for (1) the normal and regular monthly Association membership dues, and (2) monthly insurance premiums for plans sponsored by the Association and open to all its members.~~
- B. ~~All the above payroll deductions shall be subject to the following conditions:~~
- ~~1. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City.~~
  - ~~2. Such deductions shall be made only upon submission of the authorization form and executed by the employee to the City.~~
  - ~~3. The Association shall be responsible for submitting to the City payroll deduction input documents listing any changes in the amounts to be payroll deducted from the paychecks of the employees who have authorization forms on file with the City.~~
  - ~~4. The City shall remit to the Association a check for all of the deductions.~~
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TA 8/20/2021  
Judy K. Talbot  
J. K. Talbot

**2021 NEGOTIATIONS  
BETWEEN THE  
CITY OF ANTIOCH  
AND  
ANTIOCH POLICE OFFICERS ASSOCIATION**

**APOA Proposal: 3**

**Date Presented: 8/20/2021**

**SECTION(S): Article VIII A Medical Insurance**

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**A. Medical Insurance**

1. The City contracts with the California Public Employees' Retirement System (CalPERS) 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 CalPERS and the City's Medical-After-Retirement Policy.
2. The City shall ~~pay One Hundred Twenty Five Dollars (\$125) per month~~ contribute on behalf of each active and retired employee who subscribes for coverage an amount equal to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the medical insurance premium. The City shall contribute an additional amount on behalf of represented employees In the event CalPERS requires a minimum employer payment in excess of One Hundred Twenty Five Dollars (\$125) per month, the City shall pay the increased amount and the City shall offset the City's contribution to the Flexible Benefits Cafeteria Plan pursuant to Section H. below. The City's additional contribution shall by an amount equal to the CalPERS medical insurance premium amounts for the plan year when combined with the MEC requirement. [See Work Sheet in Appendix B]
3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS 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 CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

TA 8/20/2021  
TKJ JB

[RETAIN SECTIONS B through G]

H. Flexible Benefits (Cafeteria) Plan

1. Effective January 1, 2016, and for the duration of this Memorandum of Understanding, the City shall make the following contributions to the Cafeteria Flexible Benefits Plan on behalf of represented employees.
  - a. For an employee who is eligible for employee only medical coverage, the City shall contribute the PERS Kaiser single Bay Area rate, subject to A.2 above and f. below.
  - b. For an employee who is eligible for two (2) party medical coverage, the City shall contribute the PERS Kaiser two (2) party Bay Area rate, subject to A.2 above and f. below.
  - c. For an employee who is eligible for family medical coverage, the City shall contribute the PERS Kaiser Family Bay Area rate, subject to A.2 above and f. below.
  - d. City shall contribute to the most densely populated dental plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family
  - e. The City shall contribute to the most densely populated vision plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family.
  - f. Effective each January 1 for the duration of this agreement, the amounts specified in Section H., 2., a., b. and c. of this Article will be increased by the percentage amounts determined by the PERS Bay Area Kaiser service provider to provide said benefit up to a maximum increase of ten percent (10%) per year. In the event the increase that year is more than ten percent (10%), the City will pay 50% of the increase and the employee will be responsible for the other 50% of the increase that is greater than ten percent (10%).
  - g. The City will contribute up to the full ten percent (10%) to reduce the burden on the employee from the previous year should the increase in the previous year be greater than ten percent (10%). (Example: 12% increase one year, employee pays 1%. The following year has an 8% increase, City picks up that 1% from the previous year for a total of 9%. Not to exceed 10% to the City in a year where the premium increase was actually less than 10%).
  - h. In the event that in December of each year it is determined that the most populated plan in the bargaining unit is not Kaiser, then the Employer will use the most populated plan to apply the above formula.
2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Cafeteria Plan Flexible Benefits Account are to be expended during the ensuing plan year.

TA 8/20/2021  
TKJ B

Thereafter, except as provided in the ~~Cafeteria Flexible Benefits Program~~ Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

- a. 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 ~~through~~ under the ~~Cafeteria Flexible Benefit~~ Plan.
- b. 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 ~~Cafeteria Flexible Benefit~~ Plan to cover the cost of such selections.
- c. If the costs of an employee's selections under the ~~Cafeteria 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. For an employee hired after September 1, 2007 the maximum monthly amount that may go into wages is Two Hundred Fifty Dollars (\$250) per month. Such amount will be adjusted each year by the percentage increase of the City's medical contribution on January 1 of each year.
- d. 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.
- e. The City will not treat the employee share of premium payments within the ~~Cafeteria Plan 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.

[RETAIN SECTION I]

TA 8/20/2021  
Terry K. Talbot  
J. H. King

CITY OF ANTIOCH – APOA MOU NEGOTIATIONS  
City Counter to APOA Proposal #4  
8/27/2021

SECTION(S): Article VII C. Sick Leave

C. Sick Leave

1. Regular and probationary employees shall accrue sick leave at the rate of 3.692 hours per bi-weekly pay period. There is no maximum limit for the accrual of unused sick leave.
2. Sick leave may be used in the following situations and as otherwise permitted by law:

a. For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.

b. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member as defined in (a) above.

c. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.

~~When the illness, injury or disability of the employee prevents the employee from performing his/her regular duties.~~

~~b. When the employee must provide emergency care for his/her spouse, domestic partner (to be eligible they must be registered with the California Secretary of State), child or dependent, living within the employee's household.~~

~~c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.~~

3. In order to receive sick leave, the employee must notify his/her supervisor or Department office prior to, or as close as possible to, the employee's normal starting time.
4. (a) Upon giving prior written notice, the Chief of Police or designee may

TKT  
1/19/2022

CITY OF ANTIOCH – APOA MOU NEGOTIATIONS  
City Counter to APOA Proposal #4  
8/27/2021

require an employee using sick leave to present a physician's certificate attesting he/she has consulted with the physician for an illness or injury. Such certificate must be issued solely by a licensed physician or appropriate medical designee as authorized by the treating physician for the employee's most recent sick leave usage.

(b) The notification for an employee to provide such certificate for an injury or illness shall expire a maximum of 182 calendar days after issuance. The notification shall include the date of expiration.

(c) Employees who have received written notification of the requirement to present such certificate prior to their next occurrence of injury or illness shall present such certificate within one (1) business day upon reporting for duty after an injury or illness.

5. Upon separation, after at least ten (10) years of service, the employee shall receive payment for the cash value of forty percent (40%) of his or her unused sick leave. The maximum amount payable under this Article is three hundred twenty ~~forty~~ (32040) hours ~~days~~ pay.

6. Conversion - Effective September 1, 1998, 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.

TA 1/19/2022

Tammy K. T. T. T.

P. P. P.

CITY OF ANTIOCH – APOA MOU NEGOTIATIONS  
City Counter to APOA Proposal #9  
11/29/2021

**SECTION(S): Article VI Compensation**

Effective the first full pay period after September 1, 2021, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2022, salaries for all classifications represented by the APOA shall be increased by two (2) percent.

Effective the first full pay period after September 1, 2023, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2024, salaries for all classifications represented by the APOA shall be increased by three (3) percent.

APOA TA  
3/1/2022  
Tudley K. Talbot

For the City of Antioch:



3/1/2022

2021 NEGOTIATIONS  
BETWEEN THE  
CITY OF ANTIOCH  
AND  
ANTIOCH POLICE OFFICERS ASSOCIATION

City Counter to APOA Proposal: 10

Date Presented: 11/22/2021

SECTION(S): Article VI O. (NEW) Detective/Investigator Pay

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O. Detective/Investigator Pay

Sworn Police personnel who are routinely and consistently assigned to perform detective or investigative duties shall receive an additional two hundred fifty dollars (\$250.00) per month above their base pay while serving in this assignment.

TA 1/19/2022  
Terry Talbot  
Pope

2021 NEGOTIATIONS  
BETWEEN THE  
CITY OF ANTIOCH  
AND  
ANTIOCH POLICE OFFICERS ASSOCIATION

City Counter to APOA Proposal: 11

Date Presented: 11/22/2021

SECTION(S): Article VI P. (NEW) Motorcycle Officer Pay

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P. Motorcycle Officer Pay

Sworn Police personnel who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive five hundred dollars (\$500.00) per month above their base pay during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.

TA 1/19/2022  
Tucker K Taltst  
Pegley

**2021 NEGOTIATIONS  
BETWEEN THE  
CITY OF ANTIOCH  
AND  
ANTIOCH POLICE OFFICERS ASSOCIATION**

City Proposal

Date Presented: 03-07-2022

**SECTION(S): Article VII B.1. (Holidays)**

**City Position:** The City proposes to revise the Holidays provision of the APOA MOU to add the recently established Juneteenth holiday to the list of City recognized holidays.

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**B. Holidays**

1. Offices shall be closed to the public on the following holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
<u>June 19</u>	<u>Juneteenth</u>
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving Day	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

**Tentative Agreement**

For the APOA:

  
Tim Talbot

For the City:

  
Chuck Flesher

Date:

3/7/2022

Date:

3-7-22