

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of November 15, 2022

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *Ac*

SUBJECT: Tentative Agreement between the City of Antioch and Antioch Public Works Employees Association (APWEA) for the Period of April 1, 2022 – March 31, 2026

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Public Works Employees Association (APWEA); and
- 2) Authorizing the City Manager or designee to make any necessary adjustments to the Fiscal Year 2022/23 budget to implement the provisions of the Tentative Agreement.

FISCAL IMPACT

The estimated fiscal impact of the APWEA Tentative Agreement for FY2022/23 is \$1,021,056.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and APWEA covered the period of April 1, 2017 – March 31, 2022. Representatives of the City and APWEA 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 March 31, 2026.

- Effective the first full pay period after April 1, 2022, salaries for all classifications represented by the APWEA 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 addition of Juneteenth as a recognized City Holiday and one additional floating holiday.

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 ANTIOCH PUBLIC WORKS EMPLOYEES ASSOCIATION FOR THE
PERIOD OF APRIL 1, 2022 – MARCH 31, 2026**

WHEREAS, the City and the Antioch Public Works Employees Association had a Memorandum of Understanding covering the period of April 1, 2017 – March 31, 2022;

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

WHEREAS, representatives of the City and the Antioch Public Works Employees Association reached a Tentative Agreement for a successor Memorandum of Understanding for the period of April 1, 2022 through March 31, 2026.

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 Antioch Public Works Employees Association for the period of April 1, 2022 until March 31, 2026, 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 FY 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 special meeting thereof, held on the 15th day of November, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**City of Antioch and
Antioch Public Works Employees Association
MOU Negotiations 2021-22**

**Mediated Comprehensive Agreement
October 12, 2022**

The City of Antioch ("City") and the Antioch Public Works Employees Association ("APWEA") have met and conferred in good faith and have reached a comprehensive agreement through mediation 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 agreement represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to ratification by the APWEA final approval by the City Council), and that all terms of the prior MOU not specifically referenced below shall remain unchanged and remain in full force and effect for the successor MOU.

1. Term of Agreement: 4-year agreement (4/1/2022 through 3/31/2026)
2. Cost of Living Adjustments:
 - Effective the first full pay period in April, 2022, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2023, an across the board increase of 2.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2024, an across the board increase of 4.00% shall be implemented for all classifications in the bargaining unit.
 - Effective the first full pay period in April, 2025, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 14.1.
4. Safety Shoes: Amend Section 25.1 to allow the safety shoe voucher to be used to purchase other work-related equipment (safety glasses, hard hats, knee pads, etc.) other than clothing.
5. 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).
6. Call Back: Amend Section 10.4 to read "If an employee is called back to work after leaving the workplace at quitting time, prior to 12:00 midnight, employee shall, upon reporting, receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay ~~at~~ or time and one-half (1-1/2) ~~whichever is greater~~. Calls responded to after 12:00 midnight until the beginning of

the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall, upon reporting, receive a minimum of three (3) hours' work or if three (3) hours' work is not furnished, a minimum of three (3) hours' pay at or time and one-half (1-1/2) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours pay at time and one-half (1-1/2). 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."

7. Homeless Encampment Cleanup: The City shall engage the services of a third-party contractor to clean up homeless encampments as soon as administratively possible ~~(ideally within six months of adoption of this Agreement)~~. If the City is unable to engage the services of a third-party contractor within six months of this Agreement, the City will offer to meet and confer with APWEA over the progress and status of the vendor engagement process.

8. Equity Adjustments:

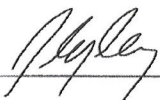
Effective the first full pay period in October 2021:

| | |
|----------------------------------|---------|
| Fleet Services Technician | +18.49% |
| General Laborer | +3.13% |
| Lead Water Distribution Operator | +7.52% |
| Water Distribution Operator I | +6.28% |
| Water Distribution Operator II | +6.96% |

Effective the first full pay period in April 2022:

| | |
|--|-------|
| Meter Service Worker | +5.0% |
| Cross-Connection Control Specialist I | +5.0% |
| Cross-Connection Control Specialist II | +5.0% |
| Lead Cross-Connection Control Specialist | +5.0% |
| Collection Systems Worker I | +5.0% |
| Collection Systems Worker II | +5.0% |
| Sewer Camera Truck Operator | +5.0% |
| Lead Collection Systems Worker | +5.0% |
| Equipment Mechanic II | +5.0% |
| Fleet Leadworker | +5.0% |

For the City:



For APWEA:



Labor Consultant,
Mastagni Holstedt,
A.P.C.

Date: 10/12/22

Date: 10/12/22