

#### 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 Confidential Unit for the Period of October 1, 2021 – September 30,

2025

## RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; 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 Confidential Unit Tentative Agreement for Fiscal Year 2021/22 is \$105,820.

## **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and the Confidential Unit covered the period of October 1, 2016 — September 30, 2021. Representatives of the City and the Confidential Unit 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 Confidential 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 CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

**WHEREAS,** the City and the Confidential Unit 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 Confidential Unit to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and the Confidential Unit 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:

<u>Section 1.</u> The Tentative Agreement between the City of Antioch and the Confidential Unit 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

<u>Section 2.</u> The City Manager or designee is authorized to amend the FY2021/22and 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:

ABSENT:

ABSTAIN:

ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

## City of Antioch and Confidential Unit MOU Negotiations 2021-22

# Comprehensive Tentative Agreement April 1, 2022

The City and the Confidential Unit 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. Equity Adjustments: As agreed in the Side Letter Agreement signed 12/6/2021
- 4. 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).
- 5. <u>Holidays:</u> Add Juneteenth (June 19<sup>th</sup>) to the list of City observed holidays in Section 5.A. Add one additional floating holiday to Section 5.B (for a total of three floating holidays).

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For the City:

For the Confidential Unit:

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Date: 4/6/2022	Date: Ansi D 10, 2022