

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 Management 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 Management Unit; and
- 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 Management Unit Tentative Agreement for FY2021/22 is \$118,270.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and the Management Unit covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and the Management 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 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 is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request an SDI election for the Management Bargaining Unit.
- 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 MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025

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

WHEREAS, representatives of the City and the Management 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 Management 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

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:

ABSTAIN:

NOES:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

City of Antioch and Management Unit MOU Negotiations 2021-22

Comprehensive Tentative Agreement April 14, 2022

The City and the Management 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. Equity Adjustments: As agreed in the Side Letter Agreement signed 1/28/2022
- 3. 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.
- 4. Short-Term Disability Insurance (SDI): The following language will be added to the MOU:

"The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in California State Disability Insurance (SDI). The City will contact the Employment Development Department of the State of California to request a SDI election for the Management bargaining unit.

If the bargaining unit votes to participate in SDI, the City will integrate sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage."

Flexible Benefits Plan:

- 2.H.2. 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).
- 2.H.3.c. 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 <u>or deposited into a deferred compensation account</u> each month and one-half (1/2) of the money reverting to the City.

 Holidays: Add Juneteenth (June 19th) to the list of City observed holidays in Section 4.A. Add one additional floating holiday to Section 4.B (for a total of three floating holidays).

For the City:	For the Management Unit:
Alglez	Monserrat Coloral
	Intlato
x	
Date:4/20/2022	Date: 4/20/22