


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 Operating Engineers Local Union No. 3 Representational Unit IV 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 Operating Engineers Local Union No. 3 Representational Unit IV (OE3); 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 OE3 Tentative Agreement for FY2021/22 is \$431,324.

DISCUSSION

The current term of the Memorandum of Understanding (MOU) between the City and OE3 covered the period of October 1, 2016 – September 30, 2021. Representatives of the City and OE3 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.
- Increase vacation cap to 24 months.
- 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

ATTACHMENT A

RESOLUTION NO. 2022/***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND OPERATING ENGINEERS LOCAL UNION NO. 3 REPRESENTATIONAL UNIT
IV (OE3) FOR THE PERIOD OF OCTOBER 1, 2021 – SEPTEMBER 30, 2025**

WHEREAS, the City and Operating Engineers Local Union No. 3 Representational Unit IV (OE3) 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 OE3 to negotiate a successor agreement; and

WHEREAS, representatives of the City and OE3 reached 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 OE3 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:

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

**City of Antioch and
Operating Engineers Local Union #3, Representational Unit IV
MOU Negotiations 2021-22**

**City Comprehensive Package Proposal
March 23, 2022**

This is a package proposal. It must be accepted in its entirety or it will be deemed rejected. It is understood and agreed that acceptance of this package, along with the tentative agreements previously reached, represents the complete agreement of the parties for the successor MOU and the conclusion of bargaining (subject to ratification by the Union and final approval by the City Council).

The City proposes the following general salary increases over a four-year term (October 1, 2021 – September 30, 2025):

Section 11.1 Salaries

- Effective the first full pay period after October 1, ~~2016~~2021, an across the board increase of ~~2.5~~4.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2017~~2022, an across the board increase of ~~3~~2.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2018~~2023, an across the board increase of ~~2.75~~4.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, ~~2019~~2024, an across the board increase of ~~2~~3.00% shall be implemented for all classifications in the bargaining unit.
- ~~• Effective the first full pay period after October 1, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.~~

Acceptance of this wage counter is contingent on the Union's agreement to the following:

The Union accepts the following City proposals:

- City Counter to Union Proposal #14: Grievance Procedure (Revised), presented 3/23/22

The Union withdraws the following proposals:

- Union Proposal #4: American Rescue Plan Stipend, presented 9/21/21
- Union Proposal #6: Holiday - match holiday accrual rate to shift hours, presented 9/21/21
- Union Proposal #7: Standby - add crime analysts to receive standby pay, presented 9/21/21
- Union Proposal #9: Vacation - change language from "hours" to "days" for vacation accrual, presented 9/21/21
- Union Proposal #10: Medical After Retirement – remove requirement for unanimous vote, presented 9/21/21
- Union Proposal #13: Discipline, presented 9/21/21

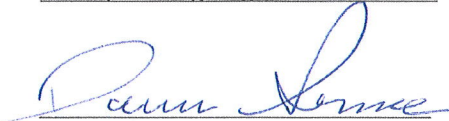
Tentative agreements previously reached to be included in MOU:

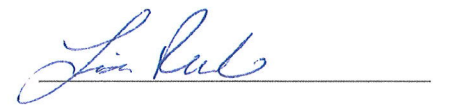
- City Counter to Union Proposal #1 (presented 12/20/21): Term – 4 years, tentative agreement 12/20/21
- City Counter to Union Proposal #3 (presented 1/14/22): Equities – side letter for equity adjustments, tentative agreement 1/14/22

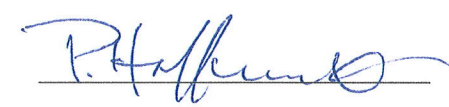
- Union Proposal #5 (as amended 12/20/21): Vacation – increasing vacation cap to 24 months, tentative agreement 1/14/22
- City Counter to Union Proposal #8 (presented 12/20/21): Holidays - adding Juneteenth holiday and 1 additional floating holiday, tentative agreement 12/20/21
- Union Proposal #11 (presented 9/21/21): Work Hours – adding 9/80 schedule to the list of flexible schedules, tentative agreement 11/2/21
- Union Proposal #12 (presented 9/21/21): Remote Work – agree to discuss remote work City-wide, tentative agreement 11/2/21
- City Counter to Union Proposal #15 (presented 1/14/22): Flexible Benefits – increasing City medical contribution to 100% of Kaiser, tentative agreement 1/14/22

For the City:

For Operating Engineers Local #3:







Date: _____

Date: 4-4-2022