



Council Chambers  
200 H Street  
Antioch, CA 94509

Closed Session - 6:00 P.M.  
Regular Meeting - 7:00 P.M.

# ANNOTATED AGENDA

for

JANUARY 10, 2017

Antioch City Council  
Regular Meeting

Including the Antioch City Council  
acting as Successor Agency to the  
Antioch Development Agency

Sean Wright, Mayor  
Lamar Thorpe, Mayor Pro Tem  
Monica E. Wilson, Council Member  
Tony Tiscareno, Council Member  
Lori Ogorchock, Council Member

Arne Simonsen, City Clerk  
Donna Conley, City Treasurer

Steven Duran, City Manager  
Michael G. Vigilia, City Attorney

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**With Project Plans at:** <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>  
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### **Notice of Availability of Reports**

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3<sup>rd</sup> Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

**6:00 P.M.      ROLL CALL – CLOSED SESSIONS – for Council Members – *All Present***

**PUBLIC COMMENTS** for Closed Sessions – *None*

#### **CLOSED SESSIONS:**

1) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to Government Code section 54956.9(d)(1): C.R. v. City of Antioch, et. al., U.S. District Court case no. 3:16-cv-03742 EDL; Kennedy v. Bedgood, et. al., U.S. District Court Case no. C-15-01404 EMC.

***No reportable action***

2) **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to Government Code section 54956.9(d)(1): Brown v. City of Antioch, et. al., U.S. District Court case no. 3:16-cv-5102 LB.

***No reportable action***

3) **PUBLIC EMPLOYMENT** – This Closed Session is authorized by California Government Code section 54957 – City Manager.

***Direction given to staff***

**7:03 P.M.      ROLL CALL – REGULAR MEETING – for Council Members/City Council Members acting as Successor Agency to the Antioch Development Agency – *All Present***

**PLEDGE OF ALLEGIANCE**

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

➤ *POLICE CRIME PREVENTION COMMISSION (Deadline date to apply: 01/27/17)*

**PUBLIC COMMENTS** – *Members of the public may comment only on unagendized items. The public may comment on agendized items when they come up on this Agenda.*

**COUNCIL MEETING DEDICATED IN HONOR OF KARL DIETZEL – MOMENT OF SILENCE**

**CITY COUNCIL COMMITTEE REPORTS**

**MAYOR'S COMMENTS**

**PRESENTATION** – *Contra Costa County Fire Protection District, presented by Fire Chief Jeff Carman*

PRESENTATION

**1. CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency**

**A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 22, 2016**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the minutes.

STAFF REPORT

**B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 8, 2016**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the Special Meeting Minutes.

STAFF REPORT

**C. APPROVAL OF COUNCIL MINUTES FOR DECEMBER 13, 2016**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the minutes.

STAFF REPORT

**D. APPROVAL OF COUNCIL WARRANTS**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the warrants.

STAFF REPORT

**E. REJECTION OF CLAIM: FIRST TRANSIT/EASTERN CONTRA COSTA TRANSIT AUTHORITY, AND JAMON WILKINS**

**Rejected, 5/0**

Recommended Action: It is recommended that the City Council reject the amended claim of First Transit/Eastern Contra Costa Transit Authority, and Jamon Wilkins that was received on December 5, 2016.

STAFF REPORT

**F. APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2016**

**Approved, 5/0**

Recommended Action: It is recommended that the City Council approve the report.

STAFF REPORT

**G. SECOND READING – RESIDENTIAL UNITS ORDINANCE AMENDMENT (Z-16-01) (Introduced on 12/13/16)**

**Ord. No. 2121-C-S adopted, 5/0**

Recommended Action: It is recommended that the City Council Adopt the Ordinance making text amendments to Section 9-5.3805-*Second Residential Units* of the Zoning Ordinance to comply with new state laws relating to Accessory Dwelling Units.

STAFF REPORT

H. SECOND READING – ADOPTION OF THE 2016 CALIFORNIA BUILDING STANDARDS CODES AND LOCAL AMENDMENTS (*Introduced on 12/13/16*)

Recommended Action: It is recommended that the City Council take the following actions:

**Ord. No. 2122-C-S adopted, 5/0**

- 1) Adopt the ordinance amending and adding specific Local Amendments to chapters of Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Codes and related model codes and amending Chapters 1 through 19 to the Antioch Municipal Code with Appendices and Amendments.

**Ord. No. 2123-C-S adopted, 5/0**

- 2) Adopt the ordinance amending Section 6-3.2 of the Antioch Municipal Code, dealing with the Diversion Rate and Thresholds for Covered Projects under the Construction and Demolition Debris Recycling Ordinance.

STAFF REPORT

I. RESOLUTION APPROVING THE CLASS SPECIFICATION UPDATES FOR THE MANAGEMENT BARGAINING UNIT WITH NO SALARY CHANGES

**Reso. No. 2017/01 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving class specification updates for the Management Bargaining Unit.

STAFF REPORT

J. RESOLUTIONS APPROVING THE MEMORANDUMS OF UNDERSTANDINGS (MOU'S) BETWEEN THE CITY OF ANTIOCH AND PUBLIC EMPLOYEES' REPRESENTATIVES AND ACKNOWLEDGE THE CITY MANAGER AND PUBLIC EMPLOYEES' REPRESENTATIVES EXECUTION OF THE MOU(S)

Recommended Action: It is recommended that the City Council adopt the following resolutions:

**Reso. No. 2017/02 adopted, 3/0/2 (Thorpe & Wright Abstained)**

- 1) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Antioch Police Officers Association (APOA); and

**Reso. No. 2017/03 adopted, 3/0/2 (Thorpe & Wright Abstained)**

- 2) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Operating Engineers Local Union No. 3 (OE3); and

**Reso. No. 2017/04 adopted, 3/0/2 (Thorpe & Wright Abstained)**

- 3) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Management Unit; and

**Reso. No. 2017/05 adopted, 3/0/2 (Thorpe & Wright Abstained)**

- 4) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Confidential Unit; and

**Reso. No. 2017/06 adopted, 3/0/2 (Thorpe & Wright Abstained)**

- 5) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Antioch Police Sworn Management Association (APSMA); and

**Approved, 3/0/2 (Thorpe & Wright Abstained)**

- 6) Acknowledge the City Manager and Public Employees' Representatives execution of the MOU's.

STAFF REPORT

**CONSENT CALENDAR for City /City as Successor Agency to the Antioch Development Agency – Continued**

City of Antioch Acting as Successor Agency to the Antioch Development Agency

**K. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (17-18) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

**SA Reso No. 2017/25 adopted, 5/0**

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2017 through June 2018 (ROPS 17-18).

STAFF REPORT

**COUNCIL REGULAR AGENDA**

**2. ADDITIONAL SERGEANT POSITION**

Recommended Action: It is recommended that the City Council adopt a resolution:

**Motion from Council Member Tiscareno did not receive a second/No action taken**

- 1) Authorizing an additional Sergeant position, increasing the number of Sergeants from 9 (nine) to 10 (ten), and reducing the number of officers by one position to keep the total approved number of sworn personnel at 102; and
- 2) Authorizing the Finance Director to adjust the budget to accommodate this change.

STAFF REPORT

**3. COST ALLOCATION PLAN**

**Direction provided to staff to bring back budget option to eliminate Cost Allocation from Measure C, 5/0**

Recommended Action: It is recommended that the City Council receive this report and direct staff regarding the use of the City's Cost Allocation Plan for distribution of internal services costs to General Fund departments and/or enterprises in the 2017 – 19 budget process.

STAFF REPORT

**9:09 P.M.  
9:20 P.M.**

**ADJOURNED TO BREAK  
RECONVENE. ROLL CALL for Council Members – All Present**

**4. DRAFT TRANSPORTATION IMPACT FEE STUDY UPDATE (PW 644-A)**

**Consensus on direction to staff to continue to work on options**

Recommended Action: It is recommended that the City Council receive an update on the Draft Transportation Impact Fee Study and direct staff regarding the Draft Transportation Impact Fee being studied.

PRESENTATION

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

5. CONSIDERATION OF BIDS FOR THE ZONE 1 TRANSMISSION PIPELINE REHABILITATION AT HIGHWAY 4 (P.W. 701)

**Reso. No. 2017/07 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution awarding the Zone 1 Transmission Pipeline Rehabilitation at Highway 4 contract to the lowest responsive and responsible bidder, R.J. Gordon Construction, Inc. and authorize the City Manager to execute an agreement in the amount of \$402,300.

STAFF REPORT

6. UPDATE ON SOCIAL MEDIA

**Received report/no action taken**

Recommended Action: It is recommended that the City Council receive the report on social media. This report provides information on the use of social media for civic engagement. This is an informational item and does not require City Council action.

STAFF REPORT

7. PROPOSED SALES TAX SHARING AGREEMENT WITH ONESOURCE SUPPLY SOLUTIONS

**Direction provided to staff to rescind Reso No. 2016/105, 5/0**

Recommended Action: It is recommended that the City Council receive this report and direct staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues.

STAFF REPORT

8. CHARTER CITY DISCUSSION AND DIRECTION

**Received and filed, 5/0**

Recommended Action: It is recommended that the City Council receive a report regarding the potential of the City of Antioch becoming a Charter City, discuss the issue and provide direction to staff in this regard. This item was requested by the Mayor and City Council Members.

STAFF REPORT

9. DEPARTMENTAL PRIORITIES

**Direction provided to staff to add 18<sup>th</sup> Street and Cavallo Road camera – priority, 5/0**

Recommended Action: It is recommended that the City Council discuss the report, *Top Project and Program Priorities by Department*, and direct staff.

STAFF REPORT

10. CITY COUNCIL AGENDA FOLLOW-UP LIST

**No action taken**

Recommended Action: It is recommended that the City Council review and acknowledge the items on the City Council Agenda Follow-Up List.

STAFF REPORT

**COUNCIL REGULAR AGENDA – Continued**

**11. STANDBY CITY COUNCIL MEMBERS**

***Approved Standby Council Member’s list, 5/0***

Recommended Action: It is recommended that the City Council appoint the following nominated Standby City Council Members:

- Mayor Wright: 1) **Clifton Mbanugo**; 2) **Matthew Hart**; and  
3) **Lamont Francoise**
- Mayor Pro Tem Thorpe: 1) **Mark Jordan**; 2) **Joy Motts**; and  
3) **Josh Young**
- Council Member Wilson: 1) **Don Freitas**; 2) **Jennifer Victor**; and  
3) **Terrance Wilson**
- Council Member Tiscareno: 1) **Diane Gibson-Gray**;  
2) **Argentina Luevano**; and 3) **Greg Feere**
- Council Member Ogorchock: 1) **Mary Rocha**; 2) **Ken Turnage, II**; and  
3) **William Chapman**

STAFF REPORT

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

**COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS** – *Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and City Manager – no longer than 6 months.*

**ADJOURNMENT – 10:44 p.m.**



# ***“ConFire Emergency Services in Antioch”***

Contra Costa County Fire  
Protection District





# District Facts

- 14<sup>th</sup> Largest Fire District in CA
- Service area – 300 square miles
  - 9 Cities
  - 700,000 resident population
  - 1,000,000 weekday population
- All Risk Fire Department
- \$123 Million budget FY15-16
- Re-staffed E6 in Concord and reopened FS 87 in Pittsburg this fiscal year
- Completely new fleet serving Antioch (3 fire engines, 1 rescue, and 1 ladder truck)
- 25 Fire Stations (26 staffed companies)
  - 21 Fire engines
  - 13 Wildland engines
  - 5 Ladder trucks
  - 1 EMS Squad
  - 2 Rescue trucks
  - 1 Fire boat
  - 1 Helicopter (Partnership)
  - 40 Ambulances
  - 4 Battalions
  - 90 sworn personnel on duty daily
  - 60,000 alarms per year



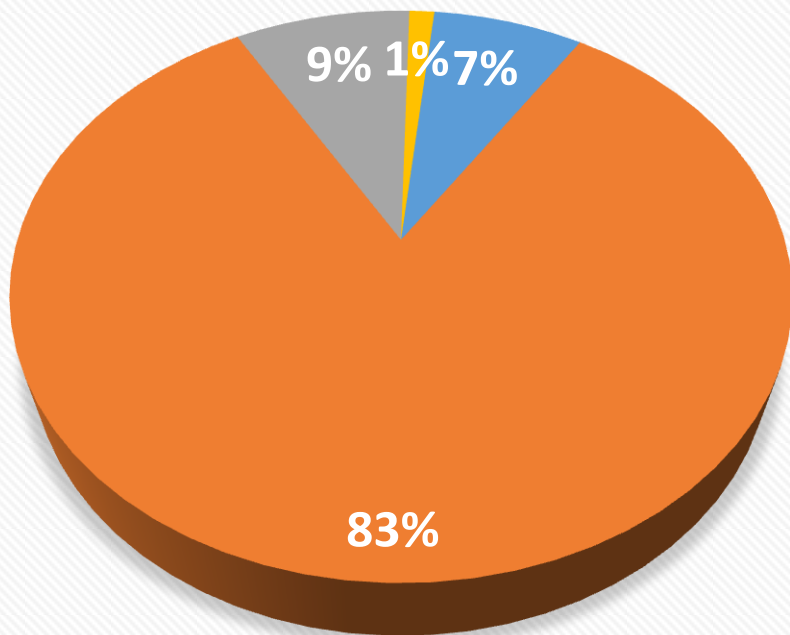
# Antioch Response Statistics

- 9,312 total incidents in 2010
  - 518 Fires
- 9,846 total incidents in 2011 (5.7% increase)
- 10,272 total incidents in 2012 (4.3% increase)
- 10,687 total incidents in 2013 (4% increase)
- 11,380 total incidents in 2014 (6.5% increase)
- 12,399 total incidents in 2015 (9% increase)
  - 694 Fires (34% increase since 2010)
  
- No stations were closed in Antioch during the recession



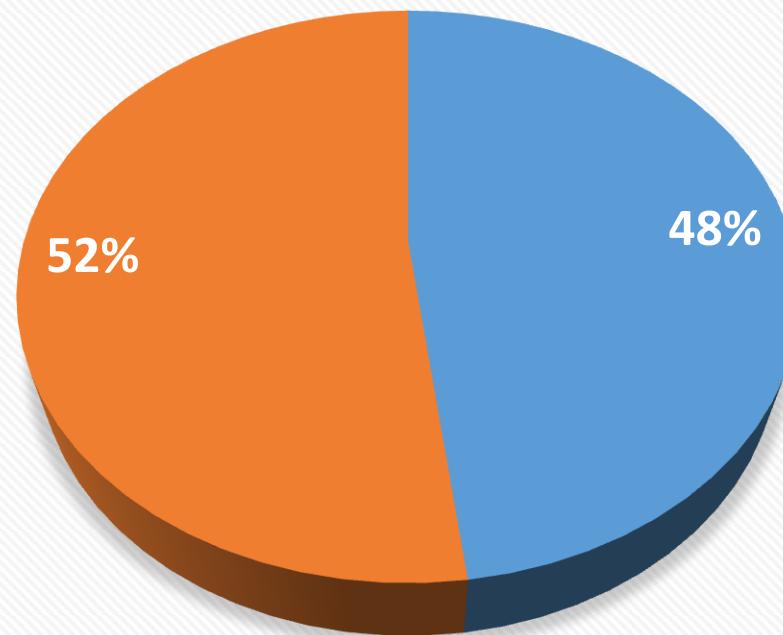
# Incident Trends in Antioch

### Incident Percent by Type



■ Fires ■ EMS & Rescue ■ Other ■ Aid

### Time on Task



■ Fire/Other ■ EMS & Rescue



# Traditional Deployment

**Fire Engine**



**Fire Truck**





# Ambulance “Alliance”

- Operated by AMR personnel
  - 5-year contract
- Operational Efficiencies
  - Reduce Call Processing Times
  - Reduce Response Times
  - Improve Service Delivery
- Reinvested revenues
  - System enhancements



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Contra Costa  
County Fire and  
EMS - the Alliance

# Fire Season 2016

- Several significant incidents in Antioch
- More houses lost to wildland fires this year than ever remembered
- Open spaces abutting housing developments and interior greenbelts are presenting challenges every year





# Development and Funding

- Antioch is the heaviest user of Fire District resources (20% of all incidents)
- Development Impact Fee currently in place
  - Capital only
  - Currently being updated from 2005
- Future developments in Antioch
  - Impact on service delivery
  - Need for significant capital investment
  - Need for ongoing operational financial support
- City General Plan outlines support mechanisms for Fire Protection
  - Capital needs as well as ongoing financial support for operations
- East County Impact



# We Need Your Help and Support

- The Fire District cannot serve new development without an ongoing financial support mechanism to pay for:
  - New Fire Station(s)
  - Apparatus and equipment
  - Staffing and personnel costs to support ongoing operations
- City General Plan Section 8.10.2(a)
  - “Support the District in providing funding for personnel costs to staff stations within the city”
  - “Support the District in establishing fees that are adequate to mitigate the impacts of new development and income to support operation of new stations...”





Questions?

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting  
7:00 P.M.**

**November 22, 2016  
Council Chambers**

Mayor Harper called the meeting to order at 7:00 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

**PLEDGE OF ALLEGIANCE**

Mayor Harper led the Council and audience in the Pledge of Allegiance.

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Julie Neward and Shannon Skinner, representing Somersville Towne Center, announced the following events; Santa's arrival on Black Friday, Santa Breakfast on December 10, 2016, Antioch High School Music Masters performances on December 20 and 23, 2016, as well as other holiday events occurring on Saturdays through the month of December.

Ken Turnage II, Celebrate Antioch Foundation, announced the Holiday Delites Parade, Lighted Boat Parade, and Vendor Fair would be held on December 3, 2016. Also, the Ice Skating Rink would be opened from December 2-4, 2016 at the Nick Rodriguez Center parking lot. On behalf of the Rotary Club, he reported they had distributed dictionaries to every third grade student in Antioch.

Councilmember Ogorchock reported Antioch Animal Services would be offering free microchip vouchers on their website and announced the Antioch Historical Society was seeking volunteers.

**PUBLIC COMMENTS**

Bob Atlas, Contra Costa County Fire District, gave an update on Fire Department activities in Antioch for the month of October.

**COUNCIL SUBCOMMITTEE REPORTS - None**

**MAYOR'S COMMENTS**

Mayor Harper wished everyone a Happy Thanksgiving and stated there was a lot to be grateful for this year.

1. **COUNCIL CONSENT CALENDAR *for City /City as Successor Agency/Housing Successor to the Antioch Development Agency***

- A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 8, 2016
- B. APPROVAL OF COUNCIL WARRANTS
- C. RESOLUTION NO. 2016/122 FINAL ACCEPTANCE OF THE PREWETT PARK PLAYGROUND (PW 567-C4)

City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency

- D. RESOLUTION NO. 2016/123 AND SA RESOLUTION NO. 2016/23 TRANSFERRING PROPERTY FROM THE CITY OF ANTIOCH TO THE SUCCESSOR AGENCY OF THE ANTIOCH DEVELOPMENT AGENCY AND BACK TO THE CITY OF ANTIOCH
- E. APPROVAL OF SUCCESSOR AGENCY WARRANTS
- F. APPROVAL OF HOUSING SUCCESSOR WARRANTS

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar.

**PUBLIC HEARING**

**2. EMERGENCY SHELTER REZONE (APN 074-080-034)**

Director of Community Development Ebbs presented the staff report dated November 22, 2016 recommending the City Council take the following action: 1) Introduce the ordinance rezoning the project site (APN 074-080-034) from Residential High Density (R-35) to Residential High Density (R-35) with an Emergency Shelter (ES) Overlay.

In response to Mayor Harper, Director of Community Development Ebbs stated the Planning Commission had considered this item and recommended approval.

Mayor Harper opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously 1) Introduced the ordinance rezoning the project site (APN 074-080-034) from Residential High Density (R-35) to Residential High Density (R-35) with an Emergency Shelter (ES) Overlay.

**3. APPROVAL OF A REIMBURSEMENT AGREEMENT WITH DAVIDON HOMES FOR CERTAIN ROADWAY AND UTILITY IMPROVEMENTS (PW 674)**

Assistant City Engineer Filson presented the staff report dated November 22, 2016 recommending the City Council adopt the resolution approving a Reimbursement Agreement between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements.

In response to Mayor Harper, Assistant City Engineer Filson explained Reimbursement Agreement was understood by all parties and there had been no protests.

Mayor Harper opened and closed the public hearing with no members of the public requesting to speak.

**RESOLUTION NO. 2016/124**

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously adopted the resolution approving a Reimbursement Agreement between the City of Antioch and Davidon Homes for Certain Roadway and Utility Improvements.

**COUNCIL REGULAR AGENDA**

**4. PLANNING COMMISSION APPOINTMENT TO FILL TWO (2) VACANCIES EXPIRING OCTOBER 2020**

Mayor Harper nominated James Conley for one (1) full term vacancy expiring October 2020.

**RESOLUTION NO. 2016/125**

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council unanimously appointed James Conley to fill one (1) full term vacancy expiring October 2020.

**5. CONTRA COSTA COUNTY LIBRARY COMMISSION APPOINTMENT TO FILL ONE (1) VACANCY (ANTIOCH RESIDENT REPRESENTATIVE) EXPIRING JUNE 2018**

Mayor Harper nominated John M. Huh for one (1) full term vacancy expiring October 2018.

**RESOLUTION NO. 2016/126**

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously appointed John Huh to fill one (1) full term vacancy expiring June 2018.

**6. PROPOSED SALES TAX SHARING AGREEMENT WITH ONESOURCE SUPPLY SOLUTIONS**

City Manager Duran stated this item was requested to be pulled and moved to January 10, 2017 by John Mayberry representing OneSource.

City Manager Duran presented the staff report dated November 22, 2016 recommending the City Council receive this report and direct staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues.

Councilmember Rocha stated she felt this project would be the catalyst for future economic development in the area.

Councilmember Tiscareno stated he was disappointed a representative from One Source was not available to discuss the reduction in projected revenues and he would not support the Sales Tax Sharing Agreement.

Councilmember Ogorchock suggested postponing action on this item until January and spoke in support of the project providing local employment opportunities.

Councilmember Wilson stated she would support a continuation of this item and suggested the City negotiate further with One Source.

Mayor Harper stated the City had negotiated in good faith and it was disappointing a representative from One Source was not present this evening to discuss the issue.

On motion by Councilmember Rocha, seconded by Councilmember Ogorchock, the City Council continued receiving the report and directing staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues to January 2017. The motion carried the following vote:

*Ayes: Ogorchock, Wilson, Rocha*

*Noes: Harper, Tiscareno*

**7. RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION GRANT AGREEMENT FROM THE ASSOCIATION OF BAY AREA GOVERNMENTS FOR THE MARINA KAYAK LAUNCHING FACILITY (PW 523-18)**

Deputy Director of Public Works Bechtholdt presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution authorizing the City Manager to execute the Construction Grant Agreement from the Association of Bay Area Governments in the amount of \$31,835 for the Marina Kayak Launching Facility and directing the Director of Finance to amend the current year's budget upon receipt of necessary executed grant contracts.

Sandra Kelly, Antioch resident, stated she volunteered to work on the project and she thanked the stakeholders who brought the grant agreement forward. She provided photos of the project and the economic/recreational potential for the City.

Councilmember Ogorchock spoke in support of the project.

**RESOLUTION NO. 2016/127**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted a resolution authorizing the City Manager to execute the Construction Grant Agreement from the Association of Bay Area Governments in the amount of \$31,835 for the Marina Kayak Launching Facility and directing the Director of Finance to amend the current year's budget upon receipt of necessary executed grant contracts.

**8. FORMATION OF THE PROPOSED EAST LONE TREE SPECIFIC PLAN BENEFIT DISTRICT**

Assistant City Engineer Filson presented the staff report dated November 22, 2016 recommending the City Council approve the Resolution to Receive the Engineer's Report and Set the Date of a Public Hearing for the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

**RESOLUTION NO. 2016/128**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council unanimously approved the Resolution to Receive the Engineer's Report and Set the Date of December 13, 2016 for a Public Hearing for the City Council of the City of Antioch to Consider the Formation of the East Lone Tree Specific Plan Benefit District.

**9. VEHICLE REPLACEMENT PURCHASE**

Deputy Director of Public Works Bechtholdt presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution to approve vehicle replacements in the Police and Public Works Departments and authorize the City Manager or his designee to enter into an agreement with All Star Ford, Pittsburg, CA to purchase nine Police vehicles for a total cost not to exceed \$278,229.88 and two Public Works utility trucks for a total cost not to exceed \$56,893.10.

**RESOLUTION NO. 2016/129**

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution to approve vehicle replacements in the Police and Public Works Departments and authorized the City Manager or his designee to enter into an agreement with All Star Ford, Pittsburg, CA to purchase nine Police vehicles for a total cost not to exceed \$278,229.88 and two Public Works utility trucks for a total cost not to exceed \$56,893.10.

**10. BOND SPENDING PLAN AND AGREEMENT**

Finance Director Merchant presented the staff report dated November 22, 2016 recommending the City Council and City Council acting as Successor Agency to the Antioch Development

Agency adopt the following resolutions: 1) Resolution of the City Council of the City of Antioch approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the Successor Agency to the Antioch Development Agency for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds; and, 2) Resolution of the Successor Agency to the Antioch Development Agency approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the City of Antioch for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds.

**RESOLUTION NO. 2016/130**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously adopted the resolution of the City Council approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the Successor Agency to the Antioch Development Agency for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds.

**SA RESOLUTION NO. 2016/24**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council Acting as the Successor Agency to the Antioch Development Agency unanimously adopted the resolution of the Successor Agency to the Antioch Development Agency approving a Bond Spending Plan and Bond Proceeds Expenditure Agreement with the City of Antioch for use of excess bond proceeds remaining from the Antioch Public Financing Authority 2002 A&B Lease Revenue Refunding Bonds.

**11. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR SENIOR EXECUTIVE ASSISTANT, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the class specification of Senior Executive Assistant; and 2) Assigning the Senior Executive Assistant classification to a salary range and to the Confidential Bargaining Unit.

In response to Councilmember Tiscareno, Administrative Services Director Mastay stated the new class specifications proposed had been discussed and agreed upon with the bargaining units.

Councilmember Wilson suggested delaying consideration of these items until the newly elected Councilmembers were seated.

City Manager Duran clarified the revised staff report corrected the salary range to match the resolution.

Councilmember Tiscareno stated he felt it was important for Council to act on agenda items this evening.

Mayor Harper added that all parties had been negotiating in good faith for months.

**RESOLUTION NO. 2016/131**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution: 1) Approving the class specification of Senior Executive Assistant; and 2) Assigning the Senior Executive Assistant classification to a salary range and to the Confidential Bargaining Unit. The motion carried the following vote:

*Ayes: Ogorchock, Tiscareno, Rocha, Harper*

*Noes: Wilson*

**12. RESOLUTION APPROVING ONE (1) SENIOR EXECUTIVE ASSISTANT POSITION IN THE FISCAL YEAR 2016/17 BUDGET**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution approving one (1) Senior Executive Assistant position in the fiscal year 2016/17 Budget.

**RESOLUTION NO. 2016/132**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution approving one (1) Senior Executive Assistant position in the fiscal year 2016/17 Budget.

*Ayes: Ogorchock, Tiscareno, Rocha, Harper*

*Noes: Wilson*

**13. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR ACCOUNTING TECHNICIAN II, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the class specification of Accounting Technician II; and 2) Assigning the Accounting Technician II classification to a salary range and to the Confidential Bargaining Unit.

Councilmember Ogorchock stated she would not support adding this position when the City was projected to be deficit spending within a couple of years.

**RESOLUTION NO. 2016/133**



On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council adopted a resolution: 1) Approving the class specification of Accounting Technician II; and 2) Assigning the Accounting Technician II classification to a salary range and to the Confidential Bargaining Unit. The motion carried the following vote:

*Ayes: Tiscareno, Rocha, Harper*

*Noes: Wilson, Ogorchock*

**14. RESOLUTION APPROVING ONE (1) ACCOUNTING TECHNICIAN II POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution approving one (1) Accounting Technician II position, and authorizing the appropriate budget adjustment.

Councilmember Ogorchock reiterated that she could not support adding this position when the City was projected to be deficit spending within a couple of years.

Councilmember Rocha stated she understood the concerns regarding budget impacts; however, she felt it was important to fill this position with a professional.

**RESOLUTION NO. 2016/134**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution approving one (1) Accounting Technician II position, and authorizing the appropriate budget adjustment.

*Ayes: Tiscareno, Rocha, Harper*

*Noes: Wilson, Ogorchock*

**15. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR SENIOR ECONOMIC DEVELOPMENT PROGRAM MANAGER, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT-SENIOR BARGAINING UNIT**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the class specification of Senior Economic Development Program Manager; and 2) Assigning the Senior Economic Development Program Manager classification to a salary range and to the Management-Senior Bargaining Unit.

In response to Councilmember Tiscareno, Administrative Services Director Mastay stated the salary range was consistent with other cities.

**RESOLUTION NO. 2016/135**

On motion by Councilmember Rocha, seconded by Councilmember Tiscareno, the City Council adopted a resolution: 1) Approving the class specification of Senior Economic Development Program Manager; and 2) Assigning the Senior Economic Development Program Manager classification to a salary range and to the Management-Senior Bargaining Unit.

**16. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

City Manager Duran clarified that labor negotiations had been occurring for over a year.

Frederick Rouse, Antioch resident, expressed concern that the action before Council lacked funding and he felt it was for political gain. He suggested the Council postpone action on this item until the newly elected Council was seated.

The Council recognized all of the employee units for their hard work and making concessions that prevented the City from going bankrupt. They noted approval of this agreement was not a political move as the City had worked long hours negotiating in good faith.

**RESOLUTION NO. 2016/136**

On motion by Councilmember Tiscareno, seconded by Mayor Harper, the City Council unanimously adopted a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Confidential Unit; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement for a period of October 1, 2016 – September 30, 2021.

**17. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE 3) FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 (OE 3); and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

In response to comments made by Council, Karl Dietzel clarified that no Antioch Police officers were laid off due to the recession.

Mayor Harper thanked Mr. Dietzel for the clarification.

**RESOLUTION NO. 2016/137**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution 1) Approving the Tentative Agreement between the City of Antioch and Operating Engineers Local Union No. 3 (OE 3); and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement for the period of October 1, 2016 – September 30, 2021.

**18. SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) REGARDING NON-SWORN POLICE DISPATCHER CLASSIFICATION SALARIES**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.

Councilmember Tiscareno thanked Mr. Dietzel for his previous comments and thanked the bargaining units for bargaining in good faith.

**RESOLUTION NO. 2016/138**

On motion by Councilmember Tiscareno, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution: 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.

**19. TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD OF SEPTEMBER 1, 2016 – AUGUST 31, 2021**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending 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) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements.

In response to Mayor Harper, Administrative Services Director Mastay stated this contract was within industry standards.

**RESOLUTION NO. 2016/139**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously adopted a resolution: 1) Approving the Tentative Agreements between the City of Antioch and the Antioch Police Officers Association (APOA); and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements for the period of September 1, 2016 – August 31, 2021.

**20. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (AP SMA) FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (AP SMA); and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

**RESOLUTION NO. 2016/140**

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Antioch Police Sworn Management Association (AP SMA); and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement for a period of March 1, 2017 – February 28, 2022.

**21. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021**

Administrative Services Director Mastay presented the staff report dated November 22, 2016 recommending the City Council adopt a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

**RESOLUTION NO. 2016/141**

On motion by Councilmember Ogorchock, seconded by Councilmember Rocha, the City Council unanimously adopted a resolution: 1) Approving the Tentative Agreement between the City of Antioch and the Management Unit; and 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement for a period of October 1, 2016 – September 30, 2021.

## **22. DISCUSSION OF JORDAN V. CITY OF ANTIOCH SETTLEMENT**

Interim City Attorney Cole presented the staff report dated November 22, 2016 recommending the City Council allow for public comment on the City's recent settlement in Jordan v. City of Antioch, which concerns the City's practice of transferring funds from its Water and Sewer Enterprise Funds to the Police Department budget. The Settlement Agreement for this case, approved at the last City Council meeting, requires that the Council hold an open-session item at the November 22, 2016 meeting to allow for public comment.

Mark Jordan, Antioch resident, discussed his lawsuit against the City and thanked his Attorney for achieving an amicable settlement. He provided a website for anyone wishing to receive additional information regarding the case. He thanked Mayor Harper and Councilmember Rocha for their service. He congratulated Councilmember Wilson, Mr. Thorpe and Mr. Wright for being elected to the City Council.

Mayor Harper stated that while the City Council had approved the settlement agreement with the plaintiff, he did not completely agree.

## **PUBLIC COMMENTS**

Habib Rahmany, Antioch resident, stated he had attempted to stop vandalism and criminal activity on the trail adjacent to his property. He stated his neighbors agreed to adopt the area and he offered to fence it off, at his own expense. He requested the City's assistance in moving forward with this project.

Mayor Harper stated he would provide contact information to City Manager Duran for follow up.

Velma Wilson, Antioch resident, wished everyone a Happy Thanksgiving and voiced her support for Mayor Harper. She announced the Holiday Delites parade, Lighted Boat Parade and vendor fair would be held on December 3, 2016 and the Ice Skating Rink would be open from December 2-4, 2016 at the Nick Rodriguez Center parking lot. She stated applications for the parade were available on their website. She announced Antioch Family Nights with the Warriors would be held on December 5, 2016, January 4, 2017, February 1, 2017, March 24, 2017 and April 2, 2017. She announced Antioch High School Championship game would be held at 7:00 P.M. on December 3, 2016 at Monte Vista High School.

## **STAFF COMMUNICATIONS**

City Manager Duran wished everyone a Happy Thanksgiving.

### **COUNCIL COMMUNICATIONS**

Councilmember Rocha congratulated Lamar Thorpe for being elected to the City Council. She announced the Women's Club House Tour fundraiser would take place on December 11, 2016.

Councilmembers Tiscareno, Ogorchock and Wilson wished everyone a Happy Thanksgiving.

Mayor Harper welcomed and congratulated Lamar Thorpe on his successful election and offered his support. He also offered his support to Sean Wright, should he win the Mayor's seat. He stated it had been an honor to serve and he wished everyone a Happy Thanksgiving.

### **ADJOURNMENT**

With no further business, Mayor Harper adjourned the meeting at 8:48 P.M. to a Special Meeting at 6:00 P.M. on December 8, 2016.

Respectfully submitted:

*Kitty Eiden*  
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY  
ANTIOCH PUBLIC FINANCING AUTHORITY**

**Special Meeting**  
**5:00 P.M.**

**December 8, 2016**  
**Council Chambers**

Mayor Harper called the meeting to order at 5:07 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

**PRESENTATION OF COLORS – Scout Troup 493**

**PLEDGE OF ALLEGIANCE**

Scout Troup 493 led the Council and audience in the Pledge of Allegiance.

**NATIONAL ANTHEM - Divine Voices of Deer Valley High School**

**INVOCATION - Stephen Evans**

- 1. RESOLUTION CONFIRMING CANVASS BY THE COUNTY CLERK-RECORDER AND REGISTRAR OF VOTERS OF CONTRA COSTA COUNTY OF BALLOTS CAST AT THE GENERAL ELECTION HELD ON NOVEMBER 8, 2016**

**RESOLUTION NO. 2016/142**

On motion by Councilmember Rocha, seconded by Mayor Harper, the City Council unanimously adopted the resolution confirming the results of the November 8, 2016 General Election.

**PRESENTATION to outgoing Council**

Councilmember Rocha stated it was a pleasure to have served the community and she committed to remain involved. She thanked everyone she had served with and encouraged the new Council to work together respectfully and on behalf of the citizens of Antioch.

The City Council thanked Councilmember Rocha for her years of service and stated it had been an honor to work with her.

Erica Rodriguez-Langley, representing Assemblyman Jim Frazier and Congressman Jerry McNerney, presented Councilmember Rocha with plaques in recognition of her service.

George Escutia, Jr., representing State Senator Stephen Glazer, presented Councilmember Rocha with a certificate of recognition.

Councilmember Rocha thanked her husband for supporting her throughout her years of service.

Diane Gibson Gray and members of the Antioch Unified School Board, presented Councilmember Rocha with a plaque in recognition of her service.

City Clerk Simonsen, on behalf of First 5, presented Councilmember Rocha with a photo. On behalf of the City, he presented her with her portrait and a plaque in recognition of her service.

Mayor Harper pledged to work with Mayor Elect Wright as he transitioned into his role as Mayor. He stated he was blessed to have served the City and thanked everyone who served alongside of him. He stated it was an honor to recognize newly elected Mayor Sean Wright and he thanked the citizens for allowing him to serve the community.

Erica Rodriguez-Langley, representing Assemblyman Frasier and Congressman McNerney, presented Mayor Harper with a plaque in recognition of his service.

George Escutia, Jr., representing State Senator Stephen Glazer, presented Mayor Harper with a certificate of recognition.

Diane Gibson Gray and members of the Antioch Unified School Board, presented Mayor Harper with a plaque in recognition of his service.

Claryssa Wilson, on behalf of the Intro to Leadership Class, thanked Mayor Harper for his service and presented him with a gift.

City Clerk Simonsen, on behalf of First 5, presented Mayor Harper with a photo and on behalf of the City; he presented him with a plaque and his portrait.

The City Council thanked Mayor Harper for his years of service to the community and stated it had been an honor to work with him.

### **OATHS OF OFFICE FOR NEWLY ELECTED OFFICIALS**

Arne Simonsen, City Clerk - Administered by County Clerk Joseph Canciamilla  
Donna Conley, City Treasurer – Administered by City Clerk Arne Simonsen  
Monica Wilson, Council Member – Administered by Terrence Wilson  
Lamar Thorpe, Council Member – Administered by Supervisor Elect Diane Burgis  
Sean Wright, Mayor – Administered by Oakley Mayor Kevin Romick

The new officials gave introductory statements in the following order:

City Clerk Simonsen  
City Treasurer Conley



Councilmember Wilson  
Councilmember Thorpe  
Mayor Wright

City Clerk Simonsen called the roll.

Present: Council Members Wilson, Thorpe, Tiscareno, Ogorchock, and Mayor Wright

## **2. COUNCIL REORGANIZATION – MAYOR PRO TEMPORE APPOINTMENT**

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously appointed Councilmember Thorpe who received the highest number of votes at the General Election per Municipal Code Section § 2-1.401 as Mayor Pro Tempore.

## **MAYOR AND COUNCIL COMMUNICATIONS / COMMENTS**

Councilmember Ogorchock welcomed the new Councilmembers and wished them success.

Councilmember Tiscareno congratulated Mayor Wright and Councilmember Thorpe for their successful campaigns. He stated there was a great opportunity to work together to accomplish great things for the community.

Councilmember Wilson thanked the citizens of Antioch for her reelection and everyone who offered their support and guidance. She also thanked Councilmember Agopian for his words of wisdom. She stated she looked forward to working with Council to enhance Antioch.

Councilmember Thorpe thanked the community for electing him and everyone who supported his campaign. He gave a brief personal history and stated he looked forward to working with everyone to address the challenges before the City. He stated his focus was transparency and accountability as well as high quality jobs, preserving open space and smart growth.

Mayor Wright thanked Mayor Harper and Councilmember Rocha for their service. He stated he looked forward to working with the Council to make Antioch the place everyone wants to live. He thanked everyone who supported him and pledged to represent all citizens of Antioch.

## **PUBLIC COMMENTS**

Marcel Caldwell, representing Senator Steve Glazer, congratulated Mayor Wright and Councilmember Thorpe. He stated they were excited to work with the new Council.

Robin Agopian, Antioch resident, thanked Councilmember Rocha and Mayor Harper as well as the newly elected officials for their service. She thanked Councilmember Wilson for remembering

her husband. She stated she was happy to have served as Mayor Wright's Treasurer and she reminded residents to be kind when addressing elected officials.

Willie Mims, East County NAACP, congratulated the newly elected City officials.

Josh Young, Antioch resident, stated he was optimistic that Antioch would move forward in a positive way and he thanked Council for their hard work and dedication to the community.

Erica Rodriguez-Langley, representing Assemblyman Jim Frazier, recognized the new Councilmembers and those returning to continue to serve the citizens of Antioch. She extended Assemblyman Frazier's commitment to work and serve the community.

Malik Poole, Antioch resident, congratulated the newly elected Councilmembers and committed to being more involved in the City in the future.

Debra Vinson, on behalf of the Antioch Unified School Board, congratulated the newly elected officials and stated they looked forward to working with them in the future.

Kip Stephens, Antioch resident, welcomed and congratulated the newly elected and reelected City officials.

City Clerk Simonsen announced refreshments would be served in Council Chambers following adjournment.

**BENEDICTION** - Dr. Lamont Francies of the Delta Bay Church of Christ

**ADJOURNMENT**

With no further business, Mayor Wright adjourned the meeting at 6:53 P.M. to the next regular Council meeting on December 13, 2016.

Respectfully submitted:

*Kitty Eiden*  
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting  
7:00 P.M.**

**December 13, 2016  
Council Chambers**

**5:30 P.M. - CLOSED SESSION**

- 1. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City’s Labor Negotiators is authorized by California Government Code § 54957.6; City designated representatives: Nickie Mastay, Denise Haskett and Glenn Berkheimer; Employee organization: Public Employees’ Union Local 1.
  
- 2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Significant Exposure to Litigation pursuant to California Government Code section 54956.9(d)(2): Receipt of Supplemental Notice of Potential Claim filed by Sierra Valley Construction.
  
- 3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Potential Litigation pursuant to California Government Code §54956.9 (d)(4): Water Rights BDCP/WaterFix (Bay Delta Conservation Plan/WaterFix)
  
- 4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property – Humphrey’s Restaurant: Agency Negotiator – City Manager; Parties – Dorothy Everett and John Jernegan.

City Attorney Vigilia reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LABOR NEGOTIATORS**, No reportable action, **#2 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, Direction given to the City Attorney, **#3 CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION**, No reportable action; and, **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, No reportable action.

Mayor Wright called the meeting to order at 7:02 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Thorpe led the Council and audience in the Pledge of Allegiance.

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Lieutenant Mendes, representing the Antioch Police Department and Animal Services, announced pet adoptions would be free to the public from December 17, 2016 – January 14, 2017, with fees subsidized by ARF and supported by a grant from Maddie’s Fund. She noted adopters would also

receive a \$30 gift card courtesy of Pet Food Express. She stated that beginning December 20, 2016, Antioch Animal Services would only be accepting animal surrenders by appointment.

## **ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Simonsen announced the following Board and Commission opening:

- *Planning Commission: One (1) vacancy; deadline date is January 6, 2017*

He reported applications would be available in Council Chambers, online at the City's website and at the City Clerk's and Deputy City Clerks offices.

## **PUBLIC COMMENTS**

Manny Alvarez, Executive Director of the California Commission on Peace Officer Standards and Training (POST), recognized Chief Cantando and presented him with a certificate for completing an 80-hour course for Police Chiefs. He thanked Chief Cantando as well as the men and women of the Antioch Police Department for their service.

Chief Cantando thanked Mr. Alvarez for the recognition and stated it was an honor to serve.

Karl Dietzel, Antioch resident, congratulated Mayor Wright and Councilmembers Thorpe and Wilson on being elected to Council. He reviewed and provided Council with a list of action items he had committed to addressing during his campaign.

Loretta Sweatt, Antioch resident, spoke in support of extending the Measure C Sales Tax. She congratulated Mayor Wright and Councilmembers Thorpe and Wilson on being elected to Council.

Richard Panfili, Antioch resident, requested the City consider permitting or grandfathering in his trailer to allow him to park it on his property.

Barbara Sobalvarro, Friends of Animal Services, congratulated the newly and reelected City officials. She announced the *Home for the Holidays* adoption promotion would be extended through the month of December at the Antioch Animal Shelter. She spoke in support of the shelter staff and wished everyone a Merry Christmas.

Ken Rickner, Antioch resident, expressed concern for a parking ticket he had received while working in the area of 4<sup>th</sup> and H streets. He provided photos to Council that he believed showed he had no other options. Additionally, he noted a handicapped facility in the area also had to frequently move their vehicles to avoid being ticketed. He requested the City address this issue and wished everyone a Merry Christmas.

Joy Motts, Rick Stantlander and Lee Ballesteros, Antioch residents, congratulated the newly elected officials. They spoke in support of the City agenda items: removal of

exclusive rights for the City to negotiate with City Ventures for the Beede Lumber Yard parcel and a discussion regarding the town square proposal submitted by *Save the Yard*.

## **COUNCIL SUBCOMMITTEE REPORTS – None**

## **MAYOR'S COMMENTS**

Mayor Wright welcomed and wished everybody a Merry Christmas. He stated he was excited for the opportunity to serve and thanked those who attended the Oath of Office meeting.

## **PRESENTATION**

Nancy Kaiser introduced the Antioch Council of Teens (ACT).

Jafar Khalfani-Bey, Lindsey Baur, Vy Nguyen, Siena Villegas, Zachary Sarmiento and Marianna Berntsen-Perez introduced themselves and gave a brief overview of ACT's past and current activities. They announced the recipient of the Teen Friendly Business of the Year award was T4 because they respect and employ teens.

The Council thanked the Antioch Council of Teens for the presentation and stated they were proud of their work in the community.

Councilmember Wilson suggested ACT explore additional promotional opportunities for the program.

### **1. COUNCIL CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 22, 2016**

**B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 8, 2016**

**C. APPROVAL OF COUNCIL WARRANTS**

**D. APPROVAL OF TREASURER'S REPORT FOR OCTOBER 2016**

**E. ORDINANCE 2119-C-S SECOND READING – EMERGENCY SHELTER REZONE (APN 074-080-034) (*Introduced on 11/22/16*)**

**F. RESOLUTION NO. 2016/143 APPROVING THE FINAL MAP AND IMPROVEMENT PLANS FOR PARK RIDGE UNIT 1 SUBDIVISION 8846 (DAVIDON HOMES) AND ANNEXING TO CITY WIDE LIGHTING AND LANDSCAPING DISTRICT 10 ZONE 1 (PW 674)**

- G. **ASSEMBLY BILL 1600 (AB1600) DEVELOPMENT IMPACT FEE ANNUAL REPORT AND STATE UPDATE ON THE BUILDING INSPECTION SERVICES DIVISION**
- H. **REQUEST FOR TRAINING AND TRAVEL – LEAGUE OF CALIFORNIA CITIES CONFERENCE – NEW MAYORS AND COUNCIL MEMBERS ACADEMY**
- I. **RESOLUTION NO. 2016/144 CONSIDERATION OF BIDS FOR THE RETAINING WALLS REPLACEMENT (PW 368-5R)**
- J. **RESOLUTION NO. 2016/145 FINAL ACCEPTANCE FOR THE SUNSET BOOSTER PUMP STATION REPLACEMENT (PW 355-BP)**
- K. **RESOLUTION NO. 2016/146 FINAL ACCEPTANCE OF THE PREWETT PARK SPRAY GROUND (PW 567-C4)**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved the Council Consent Calendar with the exception of Items C and G, which were removed for further discussion.

**Item C** – In response to Councilmember Ogorchock, City Manager Duran explained warrant number 365791 was for annual auditing services and Director of Community Development Ebbs explained warrant number 365949 was a refund due to a denial of the business license.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved Item C.

**Item G** – In response to Councilmember Ogorchock, Director of Community Development Ebbs explained the City had not expended any funds on a library facility; however, a percentage could be allocated for that use.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously approved Item G.

## **PUBLIC HEARING**

- 2. **EXTENSION OF AN INTERIM URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON NON-MEDICAL MARIJUANA USES WITHIN THE CITY OF ANTIOCH**

City Attorney Vigilia presented the staff report dated December 13, 2016 and a PowerPoint presentation recommending the City Council take the following actions: 1) Accept and approve the report from the City Attorney and Community Development Director and provide direction regarding a permanent ordinance regulating non-medical marijuana uses; and 2) Adopt the

extension of the interim urgency ordinance establishing a temporary moratorium on non-medical marijuana uses. (A 4/5 vote is required for adoption.)

Chief Cantando stated he supported delaying action on permanent regulations to allow time for the City to gather more data and review policies adopted by other cities.

Mayor Wright opened the public hearing.

Mark Jordan, Antioch resident, suggested the City consider establishing a fee for indoor grow houses through the rental registration process and evaluate the potential revenue source.

Brian Elliff, Antioch resident, discussed opportunities for tax revenue and urged Council to uphold the voter's decision to legalize marijuana use in the community.

Mayor Wright closed the public hearing.

Councilmember Wilson acknowledged all precincts had voted to approve proposition 64; however, she felt the City needed to remain strict until policy and procedures were adopted.

Councilmember Ogorchock spoke in support of the moratorium noting the City should consider all impacts prior to consideration of permanent regulations. She expressed concern for the potential decline in the real estate market due to the growth of marijuana.

Councilmember Thorpe agreed with Chief Cantando. He suggested the City seek input from the Economic Development Commission regarding the tax revenue aspect of the ordinance and Parks and Recreation Commission regarding outdoor use.

Mayor Wright stated the Chief of Police had agreed that legalizing marijuana would bring more crime to a City that was struggling to overcome. He stated Council was being asked to accept the report, extend the moratorium and give direction to staff.

Councilmember Tiscareno stated he would like to review and consider all options prior to approval of permanent regulations.

A motion made by Councilmember Ogorchock to 1) Accept and approve the report from the City Attorney and Community Development Director and provide direction regarding a permanent ordinance regulating non-medical marijuana uses; and 2) Adopt the extension of the interim urgency ordinance establishing a temporary moratorium on non-medical marijuana uses. The motion died for the lack of a second.

Councilmember Tiscareno suggested separating the items for action by the Council.

On motion by Councilmember Tiscareno, seconded by Councilmember Thorpe, the City Council unanimously accepted and approved the report from the City Attorney and Community

Development Director and provided direction regarding a permanent ordinance regulating non-medical marijuana uses.

City Attorney Vigilia summarized that with concurrence by a majority of Council, staff would provide additional information regarding options available that would allow for some level of commercial and personal cultivation. He stated he would bring back draft language and broad concepts of regulations for Council consideration.

Councilmember Thorpe suggested staff engage the Economic Development Commission in the process of developing regulations.

### **ORDINANCE NO. 2120-C-S**

On motion by Councilmember Tiscareno, seconded by Councilmember Thorpe, the City Council unanimously adopted the extension of the interim urgency ordinance establishing a temporary moratorium on non-medical marijuana uses.

### **3. SECOND RESIDENTIAL UNITS ORDINANCE AMENDMENT (Z-16-01)**

Planning Manager Morris presented the staff report dated December 13, 2016 recommending the City Council take the following action: 1) Introduce the ordinance making text amendments to Section 9-5.3805-Second Residential Units of the Zoning Ordinance to comply with new state laws relating to Accessory Dwelling Units.

Mayor Wright opened and closed the public hearing with no members of the public requesting to speak.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously introduced the ordinance making text amendments to Section 9-5.3805-Second Residential Units of the Zoning Ordinance to comply with new state laws relating to Accessory Dwelling Units.

### **4. FORMATION OF THE PROPOSED EAST LONE TREE SPECIFIC PLAN BENEFIT DISTRICT**

Assistant City Engineer Filson presented the staff report dated December 13, 2016, recommending the City Council adopt the Resolution establishing the East Lone Tree Specific Plan Benefit District and authorizing the levy and collection of benefit district fees. She noted the amended alignment for Slatten Ranch was distributed to Council this evening.

Mayor Wright opened the public hearing.



Steve Abbs, Davidon Homes, thanked Council for approving the Park Ridge final map and requested they support the formation of the benefit district. He thanked staff for their thorough review and being responsive to their time schedule for their project.

Mayor Wright closed the public hearing.

**RESOLUTION NO. 2016/147**

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously adopted the Resolution establishing the East Lone Tree Specific Plan Benefit District and authorizing the levy and collection of benefit district fees.

Mayor Wright declared a recess at 8:53 P.M. the meeting reconvened at 9:00 P.M. with all Councilmembers present.

**COUNCIL REGULAR / CITY OF ANTIOCH ACTING AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY AGENDA**

**5. FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2016-01 (POLICE PROTECTION)**

Assistant City Engineer Filson and City Attorney Vigilia presented the staff report dated December 13, 2016 recommending the City Council adopt the Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed City of Antioch Community Facilities District No. 2016-01 (Police Protection).

**RESOLUTION NO. 2016/148**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adopted the Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed City of Antioch Community Facilities District No. 2016-01 (Police Protection).

**6. 2016-17 ACTION PLAN FUNDING FOR HOMELESS OUTREACH**

Director of Community Development Ebbs presented the staff report dated December 13, 2016 recommending the City Council of the City of Antioch, as Housing Successor to the Antioch Development Agency, approve the funding recommendation of the Community Development Block Grant (CDBG) Subcommittee and adopt the resolution amending the FY2016-17 budget to allocate \$17,000 additional Housing Successor funding for homeless outreach services in FY 2016-17.

Councilmember Wilson clarified the CDBG subcommittee approved this funding for homeless outreach services.

**RESOLUTION NO. 2016/149**

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council of the City of Antioch, as Housing Successor to the Antioch Development Agency, unanimously approved the funding recommendation of the Community Development Block Grant (CDBG) Subcommittee and adopted the resolution amending the FY2016-17 budget to allocate \$17,000 additional Housing Successor funding for homeless outreach services in FY 2016-17.

**7. ADOPTION OF THE 2016 CALIFORNIA BUILDING STANDARDS CODES AND LOCAL AMENDMENTS**

Director of Community Development Ebbs presented the staff report dated December 13, 2016, recommending the City Council take the following actions: 1) Introduce the ordinance amending and adding specific Local Amendments to chapters of Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Codes and related model codes and amending Chapters 1 through 19 to the Antioch Municipal Code with Appendices and Amendments. 2) Introduce the ordinance amending Section 6-3.2 of the Antioch Municipal Code, dealing with the Diversion Rate and Thresholds for Covered Projects under the Construction and Demolition Debris Recycling Ordinance.

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously 1) Introduced the ordinance amending and adding specific Local Amendments to chapters of Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Codes and related model codes and amending Chapters 1 through 19 to the Antioch Municipal Code with Appendices and Amendments. 2) Introduced the ordinance amending Section 6-3.2 of the Antioch Municipal Code, dealing with the Diversion Rate and Thresholds for Covered Projects under the Construction and Demolition Debris Recycling Ordinance.

**8. UPDATE ON AMENDMENTS TO TOBACCO RETAILER REGULATIONS**

City Attorney Vigilia presented the staff report dated December 13, 2016, recommending the City Council accept the report from the City Attorney and Community Development Director.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously received and filed the report and directed staff to bring back the ordinance in the first quarter of 2017.

**9. AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT WITH SUNCREST HOMES 26, LLC (PW 584)**

Assistant City Engineer Filson presented the staff report dated December 13, 2016, recommending the City Council adopt the resolution approving an amendment to the Deferred Improvement Agreement with Suncrest Homes 26, LLC.

**RESOLUTION NO. 2016/150**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted the resolution approving an amendment to the Deferred Improvement Agreement with Suncrest Homes 26, LLC.

**10. CONSIDERATION OF BIDS FOR THE SANITARY SEWER MAIN TRENCHLESS REHABILITATION AND FACILITIES INSTALLATION (PW 684)**

Assistant City Manager/Public Works Director/City Engineer Bernal presented the staff report dated December 13, 2016, recommending the City Council adopt a resolution awarding the Sanitary Sewer Main Trenchless Rehabilitation and Facilities Installation contract to the lowest responsive and responsible bidder, A-S Pipelines, Inc., and authorize the City Manager to execute an agreement in the amount of \$1,890,200.

**RESOLUTION NO. 2016/151**

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, the City Council unanimously adopted a resolution awarding the Sanitary Sewer Main Trenchless Rehabilitation and Facilities Installation contract to the lowest responsive and responsible bidder, A-S Pipelines, Inc., and authorized the City Manager to execute an agreement in the amount of \$1,890,200.

**11. FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH EXPONENT, INC.**

Assistant City Manager/Public Works Director/City Engineer Bernal presented the staff report dated December 13, 2016, recommending the City Council approve the Fourth Amendment to the Consultant Service Agreement with Exponent, Inc., to assist in negotiations with the City's Water Rights; provide support; scientific and technical analysis; studies; and testimony for the proposed California WaterFix project in the amount of \$141,500 for a total of \$351,500.

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, the City Council unanimously approved the Fourth Amendment to the Consultant Service Agreement with Exponent, Inc., to assist in negotiations with the City's Water Rights; provide support; scientific and technical analysis; studies; and testimony for the proposed California WaterFix project in the amount of \$141,500 for a total of \$351,500.

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## 12. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEES AND OTHER ENTITIES

Mayor Wright presented the staff report dated December 13, 2016 recommending the City Council review and discussed City Council Committees and Appointments.

Karl Dietzel, Antioch resident, requested the City hold bi-annual Sycamore Corridor Committee Meetings and requested he be informed when those meetings were scheduled. He questioned if there were records of prior meetings.

Mayor Wright recommended appointing Mary Rocha to Tri-Delta for the remainder of her term as Vice Chair and he would recommend a replacement when her term expired in July 2017.

Councilmember Ogorchock requested Mayor Wright reconsider and place Councilmember Tiscareno on the Transportation Subcommittees due to his past experience as the City's Representative.

Mayor Wright responded that he would deny Councilmember Ogorchock's request assuming he had votes to approve the appointments.

Councilmember Tiscareno expressed concern that none of his committee assignments met regularly.

On motion by Councilmember Wilson, seconded by Councilmember Thorpe, the City Council approved all appointments for Mayor Wright. The motion carried the following vote:

*Ayes: Wilson, Thorpe, Wright*

*Noes: Ogorchock, Tiscareno*

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved all appointments for Mayor Pro Tem Thorpe.

Councilmember Tiscareno requested that he be removed as the Alternate for the Transportation Committees.

Councilmember Ogorchock, speaking to the following motion, stated she would not support removing Councilmember Tiscareno from the Transportation Committees.

On motion by Councilmember Tiscareno, seconded by Councilmember Thorpe, the City Council approved all appointments for Councilmember Tiscareno with the exception of the Alternate for Eastern Contra Costa Transit Authority (TriDelta) (Board of Directors), TRANSPLAN, and State Route 4 By-Pass Authority (Delta Expressway) Committees. The motion carried the following vote:

*Ayes: Wilson, Thorpe, Tiscareno, Wright*

*Noes: Ogorchock*

On motion by Councilmember Wilson, seconded by Councilmember Thorpe, the City Council unanimously approved all appointments for Councilmember Ogorchock.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously approved all appointments for Councilmember Wilson.  
Councilmember Wilson volunteered to serve as the Alternate for the Transportation Committees.

Mayor Wright recommended appointing Councilmember Wilson to the Transportation Committees.

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council unanimously approved Councilmember Wilson's appointment as the Alternate for Eastern Contra Costa Transit Authority (TriDelta) (Board of Directors), TRANSPLAN, and State Route 4 By-Pass Authority (Delta Expressway) Committees.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS**

City Manager Duran wished everyone a Merry Christmas.

**COUNCIL COMMUNICATIONS**

Councilmember Wilson requested staff provide an update on the list of action items requested by Council. She wished everyone a Merry Christmas and Happy Holidays.

In response to Councilmember Thorpe, City Manager Duran stated he would work with Mayor Wright to determine when to agendaize Open and Closed Session Items related to the Beede Lumber Yard parcel.

Councilmember Tiscareno requested staff provide an update on the Disc Golf Course project in January 2017.

Councilmember Thorpe requested an update on park facilities fees for non-profits.

Councilmember Ogorchock requested the following items be agendaized: an update on the list of action items requested by Council; hiring of a person to assist the City with public relations on social media; an update on revenue available for library maintenance and extended hours of operation; and an update on Measure C and Measure O. She wished everyone a Merry Christmas.

Mayor Wright wished everyone a Merry Christmas and Happy Holidays.

**ADJOURNMENT**

With no further business, Mayor Wright adjourned the meeting at 9:53 P.M. to the next regular Council meeting on January 10, 2017.

Respectfully submitted:

*Kitty Eiden*

\_\_\_\_\_  
KITTY EIDEN, Minutes Clerk

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**Non Departmental**

366094 SUNRUN	CBSC FEE REFUND	31.70
366189 VIVINT SOLAR DEVELOPER LLC	CBSC FEE REFUND	5.18
366212 BOHAKEL, CHARLES	SB1186 REFUND	1.00
366344 MICHAEL BAKER INTERNATIONAL INC	CONSULTANT SERVICES	4,956.43
366357 RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	6,854.31
928225 ZUMWALT ENGINEERING GROUP INC	PROFESSIONAL SERVICES	1,252.00

**City Council**

366018 BAGEL STREET CAFE	MEETING EXPENSE	103.25
366219 DANIELS, SHARON P	EXPENSE REIMBURSEMENT	45.10

**City Attorney**

366104 WESTAMERICA BANK	COPIER LEASE	78.95
366159 LEXISNEXIS	ONLINE LEGAL RESEARCH	166.00
366178 SHRED IT INC	SHRED SERVICE	51.78
366204 BANK OF AMERICA	WEBINAR	224.91
366218 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	120.00
366268 SHRED IT INC	SHRED SERVICE	52.02

**City Manager**

366104 WESTAMERICA BANK	COPIER LEASE	78.95
366119 BEAUDRY, EILEEN	CONSULTING SERVICES	1,381.00
366125 CITY OF WALNUT CREEK	ANNUAL DUES	330.00
366133 DAVID, MARIA E	EXPENSE REIMBURSEMENT	101.70
366205 BANK OF AMERICA	MEETING EXPENSE	319.56
928206 KARSTE CONSULTING INC	PROFESSIONAL EMERGENCY	1,500.00

**City Clerk**

366104 WESTAMERICA BANK	COPIER LEASE	78.95
366198 AMERICAN TROPHIES	PLAQUES	320.63
366251 OFFICE DEPOT INC	OFFICE SUPPLIES	101.89
366269 SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	63.72
366284 AMERICAN LEGAL PUBLISHING	MUNICIPAL CODE UPDATES	500.00
366316 EIDEN, KITTY J	PROFESSIONAL SERVICES	893.50
366342 MAUREEN KANE AND ASSOCIATES INC	TTC SERIES 300 TRAINING	1,550.00
366354 PHOTOGRAPHY BY TISH	PORTRAIT/DIGITAL SERVICES	534.75

**City Treasurer**

366050 GARDA CL WEST INC	ARMORED CAR PICK UP	246.66
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**Human Resources**

366104 WESTAMERICA BANK	COPIER LEASE	250.02
366178 SHRED IT INC	SHRED SERVICE	51.79
366208 BANK OF AMERICA	DEGREE VERIFICATION	22.50
366268 SHRED IT INC	SHRED SERVICE	52.03
366294 EMPLOYEE	RETIREMENT AWARD	350.00
366312 EMPLOYEE	RETIREMENT AWARD	350.00
366320 FEDEX	SHIPPING	21.75
366330 IEDA INC	PROFESSIONAL SERVICES	3,878.77
366332 JACKSON LEWIS LLP	PROFESSIONAL SERVICES	1,534.00
366333 EMPLOYEE	RETIREMENT AWARD	250.00

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**Economic Development**

366070 MUNICIPAL RESOURCE GROUP LLC	CONSULTANT SERVICES	4,319.20
366104 WESTAMERICA BANK	COPIER LEASE	78.95
366118 BAY ALARM COMPANY	ALARM SERVICE	1,493.46
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	156.11

**Finance Administration**

366104 WESTAMERICA BANK	COPIER LEASE	250.02
366116 BANK OF AMERICA	ANNUAL UPDATE	316.81

**Finance Accounting**

366178 SHRED IT INC	SHRED SERVICE	51.78
366268 SHRED IT INC	SHRED SERVICE	52.02
928197 SUNGARD PUBLIC SECTOR INC	ASP SERVICE	20,573.58
928207 SUNGARD PUBLIC SECTOR INC	BITECH PROGRAMMING	854.40

**Finance Operations**

366045 FEDEX	SHIPPING	61.06
366054 INTEGRITY BUSINESS SOLUTIONS	ENVELOPES	487.71
366100 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
366104 WESTAMERICA BANK	COPIER LEASE	350.36
366116 BANK OF AMERICA	POSTAGE MACHINE SUPPLIES	306.29
366320 FEDEX	SHIPPING	22.03
366355 PITNEY BOWES INC	FOLDER INSERTER	604.50
366368 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.50

**Non Departmental**

366045 FEDEX	SHIPPING	154.38
366135 DELTA DIABLO	GOLF COURSE WATER	5,661.74
366164 MUNISERVICES LLC	BL DISCOVERY SERVICES	4,849.29
366190 WAGeworks	ADMIN FEE	114.00
366201 ASCENA RETAIL GROUP	BUS LIC TAX FEE REFUND	459.20
366202 BABBES, THEODORE	BUS LIC TAX FEE REFUND	200.00
366212 BOHAKEL, CHARLES	BUS LIC TAX FEE REFUND	150.00
366246 MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE	22,392.86
366309 DELTA DIABLO	GOLF COURSE WATER	2,266.63
928275 RETIREE	MEDICAL AFTER RETIREMENT	1,687.96

**Public Works Maintenance Administration**

366104 WESTAMERICA BANK	COPIER LEASE	22.50
366203 BANK OF AMERICA	ANNUAL FEE	675.00

**Public Works General Maintenance Services**

366104 WESTAMERICA BANK	COPIER LEASE	60.00
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**Public Works Street Maintenance**

366044 FASTENAL CO	SUPPLIES	265.94
366203 BANK OF AMERICA	MONITOR	128.95
366280 WORK WORLD	UNIFORM-LOPEZ	130.72
366288 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	9,845.39
366307 CROP PRODUCTION SERVICES INC	CHEMICALS	23,612.27
366319 FASTENAL CO	SUPPLIES	103.40
366338 L SERPA TRUCKING INC	TRUCK RENTAL	478.50

Prepared by: Georgina Meek  
 Finance Accounting



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366363 STERICYCLE INC	WASTE REMOVAL	1,200.19
928200 CRYSTAL CLEAR LOGOS INC	SUPPLIES	95.59
928224 TELFER PAVEMENT TECHNOLOGIES LLC	SUPPLIES	791.51
<b>Public Works-Signal/Street Lights</b>		
366014 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	4,170.78
366129 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	19,749.40
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,347.14
366183 STATE OF CALIFORNIA	SIGNAL LIGHT MAINTENANCE	2,105.97
366184 STATE OF CALIFORNIA	SIGNAL LIGHT MAINTENANCE	4,091.18
928203 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,733.49
928212 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,706.39
<b>Public Works-Striping/Signing</b>		
366012 ACE HARDWARE, ANTIOCH	SUPPLIES	16.26
366017 ANTIOCH AUTO PARTS	CLEANER TIPS	45.55
366065 MANERI SIGN COMPANY	SIGNS	225.64
366080 PRINT CLUB	SIGNS	207.10
366089 SHERWIN WILLIAMS CO	SUPPLIES	1,239.12
366139 EAST BAY WELDING SUPPLY	SUPPLIES	61.09
366154 INTERSTATE SALES	SUPPLIES	26,290.80
366203 BANK OF AMERICA	SUPPLIES	18.88
366319 FASTENAL CO	SUPPLIES	122.43
366365 T AND T PAVEMENT	SIGNS	1,002.70
<b>Public Works-Facilities Maintenance</b>		
366015 AMERICAN PLUMBING INC	PLUMBING SERVICE	165.00
366114 ANTIOCH GLASS	WINDOW REPAIR	184.92
366170 PACIFIC GAS AND ELECTRIC CO	GAS	11,442.65
366172 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	360.23
366197 AMERICAN PLUMBING INC	PLUMBING SERVICE	65.35
366283 ACME SECURITY SYSTEMS	SECURITY SYSTEM SERVICE	222.50
366341 MACIAS, DANIEL	SAFETY BOOTS REIMBURSEMENT	227.93
928193 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85
928220 GRAINGER INC	SUPPLIES	144.29
<b>Public Works-Parks Maint</b>		
366026 BSN SPORTS	SUPPLIES	326.94
366067 MIRACLE PLAYSYSTEMS INC	SWING SEATS	3,183.38
366111 AMERICAN PLUMBING INC	PLUMBING SERVICES	242.70
366153 INNERSPACE ENGINEERING CORP	BATHROOM PARTITIONS	2,875.00
366168 OPENING TECHNOLOGIES	DOOR REPLACEMENT	2,942.04
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	828.88
366187 STEWARTS TREE SERVICE INC	TREE SERVICE	1,800.00
366285 AMERICAN PLUMBING INC	PLUMBING SERVICES	310.00
366350 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	57,179.21
928191 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	98.36
<b>Public Works-Median/General Land</b>		
366012 ACE HARDWARE, ANTIOCH	SUPPLIES	25.09
366169 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	3,203.20

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366170	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,725.10
366187	STEWARTS TREE SERVICE INC	TREE SERVICES	4,250.00
366282	ACE HARDWARE, ANTIOCH	PVC FITTINGS	14.86
366351	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,745.60
<b>Police Administration</b>			
366022	BITTNER, DESMOND D	TRAINING PER DIEM	128.00
366025	BROOKS, TAMMANY	TRAINING PER DIEM	128.00
366033	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	500.00
366042	EMBASSY SUITES	LODGING-PEREZ	1,434.41
366043	EMBASSY SUITES	LODGING-MATIS	1,434.41
366060	LEADERSHIP PERSPECTIVES	TUITION-GREEN	400.00
366066	MATIS, ZECHARIAH DANIEL	TRAINING PER DIEM	345.00
366068	MORIN, SHAWN M	EXPENSE REIMBURSEMENT	166.75
366076	PEREZ, MICHAEL PHILLIP	TRAINING PER DIEM	345.00
366087	SHERATON NEW ORLEANS HOTEL	LODGING-BITTNER	318.52
366088	SHERATON NEW ORLEANS HOTEL	LODGING-BROOKS	318.52
366100	UNITED PARCEL SERVICE	SHIPPING	33.17
366104	WESTAMERICA BANK	COPIER LEASE	1,642.05
366128	CONCORD UNIFORMS LLC	UNIFORMS	2,274.02
366132	COSTCO	SUPPLIES	43.38
366144	GALLS INC	EQUIPMENT	1,502.90
366157	KIRBY POLYGRAPH	POLYGRAPH EXAMS	7,800.00
366166	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	226.18
366171	PARS	ACTUARIAL SERVICES	2,000.00
366177	SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	20,709.19
366178	SHRED IT INC	SHRED SERVICE	368.35
366181	SIMPSON INVESTIGATIVE SERVICES	INVESTIGATION SERVICES	1,950.50
366206	BANK OF AMERICA	AIRFARE	2,522.24
366207	BANK OF AMERICA	FACEBOOK FEES	48.07
366217	CORTEZ, ANA E	EXPENSE REIMBURSEMENT	212.64
366228	GALLS INC	UNIFORMS	1,004.46
366248	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	229.29
366257	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	59.91
366261	REACH PROJECT INC	JUVENILE DIVERSION PROJECT	17,083.00
366266	SAFE RESTRAINTS INC	WRAP RESTRAINTS	4,858.65
366276	UPS STORE, THE	SHIPPING	75.16
366277	UPS STORE, THE	SHIPPING	167.05
366348	OFFICE DEPOT INC	OFFICE SUPPLIES	1,028.21
366368	UNITED PARCEL SERVICE	SHIPPING	59.56
928194	MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	253.25
928204	IMAGE SALES INC	ID CARD	40.76
928222	MOBILE MINI LLC	PORTABLE STORAGE CONTAINERS	359.07
<b>Police Prisoner Custody</b>			
366104	WESTAMERICA BANK	COPIER LEASE	151.33
<b>Police Community Policing</b>			
366134	DELTA ANIMAL CLINIC	SUPPLIES	52.00

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366151 HUNT AND SONS INC	FUEL	65.59
366155 INTOXIMETERS	SUPPLIES	157.50
366162 MCMURRY, JAMES P	EXPENSE REIMBURSEMENT	137.60
366163 MOORE K9 SERVICES	K9 SERVICES	800.00
366209 BARAKOS, DIMITRI A	EXPENSE REIMBURSEMENT	46.36
366220 DELTA ANIMAL CLINIC	VETERINARY SERVICES	71.60
366271 SP PLUS CORPORATION	PARKING ENFORCEMENT	12,500.00
366347 OCCUPATIONAL HEALTH CENTERS	MEDICAL EXAM SERVICES	3,018.00
366356 PSYCHOLOGICAL RESOURCES INC	PROFESSIONAL SERVICES	475.00
<b>Police Investigations</b>		
366104 WESTAMERICA BANK	COPIER LEASE	607.78
366108 ADVANTAGE SENTRY & PROTECTION	PRISONER TRANSPORTATION	731.25
366110 ALLENDORPH, MATTHEW JEFFREY	EXPENSE REIMBURSEMENT	30.00
366130 CONTRA COSTA COUNTY	LAB TESTING	17,170.00
366151 HUNT AND SONS INC	FUEL	87.99
366194 WISECARVER, JIMMY R	EXPENSE REIMBURSEMENT	39.21
366206 BANK OF AMERICA	SOFTWARE	544.26
366214 BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	46.00
366231 HOFFMAN, RICK D	EXPENSE REIMBURSEMENT	44.58
366239 MAGANA, JOSEPH J	MEAL REIMBURSEMENTS	89.15
366256 PERKINSON, JAMES A	MEAL REIMBURSEMENTS	63.83
<b>Police Special Operations Unit</b>		
366200 ANTIOCH TOYOTA	VEHICLE LEASE REPAIR	239.79
<b>Police Communications</b>		
366083 RESPONSIVE COMMUNICATION	ANTENNA	172.25
366126 COMCAST	CONNECTION SERVICES	346.67
366173 RESPONSIVE COMMUNICATION	ANTENNA	149.82
366326 GLOBALSTAR	SATELLITE	89.08
366352 PACIFIC TELEMAGEMENT SERVICES	LOBBY PAY PHONE	78.00
<b>Police Community Volunteers</b>		
366128 CONCORD UNIFORMS LLC	UNIFORM	46.82
<b>Police Facilities Maintenance</b>		
366170 PACIFIC GAS AND ELECTRIC CO	GAS	18,834.38
366172 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	311.38
366232 HONEYWELL INTERNATIONAL INC	AC LEAK REPAIR	435.46
366372 WESCO RECEIVABLES CORP	SUPPLIES	50.79
928193 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20
<b>Community Development Administration</b>		
366104 WESTAMERICA BANK	COPIER LEASE	227.38
<b>Community Development Land Planning Services</b>		
366141 EIDEN, KITTY J	MINUTES CLERK	210.00
366291 BAY AREA NEWS GROUP	LEGAL AD	1,789.20
366357 RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	1,512.28
<b>CD Code Enforcement</b>		
366098 TRB AND ASSOCIATES	CONSULTANT SERVICES	18,240.00
366104 WESTAMERICA BANK	COPIER LEASE	175.26

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 Finance Accounting

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366335 K2GC	ABATEMENT SERVICES	518.68
928200 CRYSTAL CLEAR LOGOS INC	SUPPLIES	45.78
928220 GRAINGER INC	SUPPLIES	43.55
<b><i>PW Engineer Land Development</i></b>		
366104 WESTAMERICA BANK	COPIER LEASE	686.14
366189 VIVINT SOLAR DEVELOPER LLC	TECH FEE REFUND	9.98
366210 BAY AREA NEWS GROUP	LEGAL ADS	75.60
366230 HEWLETT PACKARD COMPANY	COMPUTER EQUIPMENT	805.25
366291 BAY AREA NEWS GROUP	LEGAL AD	83.70
928217 CDW GOVERNMENT INC	RECYCLING FEE	4.00
<b><i>Community Development Building Inspection</i></b>		
366094 SUNRUN	BLDG PERMIT FEE REFUND	900.26
366189 VIVINT SOLAR DEVELOPER LLC	BLDG PERMIT FEE REFUND	208.38
366348 OFFICE DEPOT INC	OFFICE SUPPLIES	23.17
928217 CDW GOVERNMENT INC	COMPUTER MONITOR	161.85
<b><i>Capital Imp. Administration</i></b>		
366104 WESTAMERICA BANK	COPIER LEASE	108.50
366185 STATE OF CALIFORNIA	LICENSE RENEWAL-FILSON	115.00
366373 INSTITUTE OF TRANSPORT ENGINEERS	MEMBER DUES	324.28
<b><i>Community Development Engineering Services</i></b>		
366104 WESTAMERICA BANK	COPIER LEASE	105.31
366186 STATE OF CALIFORNIA	LICENSE RENEWAL-BUENTING	115.00
<b>212 CDBG Fund</b>		
<b><i>CDBG</i></b>		
366124 CITY DATA SERVICES LLC	CDBG SERVICES	1,000.00
366291 BAY AREA NEWS GROUP	LEGAL AD	220.50
928211 HOUSE, TERI	CONSULTANT SERVICES	6,597.50
<b>213 Gas Tax Fund</b>		
<b><i>Streets</i></b>		
366129 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	2,186.73
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	29,297.52
366210 BAY AREA NEWS GROUP	LEGAL ADS	514.80
366213 BPXPRESS	REPRODUCTION SERVICES	186.45
<b>214 Animal Control Fund</b>		
<b><i>Animal Control</i></b>		
366039 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	2,157.79
366041 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	17,039.04
366052 HILLS PET NUTRITION	ANIMAL FOOD	610.56
366071 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,112.54
366104 WESTAMERICA BANK	COPIER LEASE	151.33
366165 MWI VETERINARY SUPPLY CO	SUPPLIES	639.88
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	991.28
366313 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	905.21
366315 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	5,885.79
366336 KOEFRAN SERVICES INC	DISPOSAL SERVICES	3,700.00
928193 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80

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**215 Civic Arts Fund**

**Civic Arts**

366172 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	67.60
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**219 Recreation Fund**

**Non Departmental**

366149 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	629.90
366160 LOPEZ, LORENA	DEPOSIT REFUND	500.00
366161 MATA, YESENIA	DEPOSIT REFUND	1,000.00
366240 MHRC FILAM	DEPOSIT REFUND	1,000.00
366281 ZAYAS, CATHERINE	DEPOSIT REFUND	1,000.00
366346 NEW WAY SERVICES	DEPOSIT REFUND	500.00

**Recreation Admin**

366117 BANK OF AMERICA	SUPPLIES	589.65
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,612.19
366172 REAL PROTECTION INC	ALARM SYSTEM TEST	499.64
928191 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	935.20

**Senior Programs**

366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,741.47
366289 ANTIOCH SENIOR CENTER	AT&T REIMBURSEMENT	89.98
928193 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00

**Recreation Sports Programs**

366117 BANK OF AMERICA	SUPPLIES	1,223.68
366120 BIG SKY LOGOS AND EMBROIDERY	LEAGUE SUPPLIES	895.33
366127 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	1,326.10
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,917.71
366323 FOLGERGRAPHICS INC	PRINTING SERVICE	635.69
366327 GOLDEN STATE WARRIORS	YOUTH SHIRTS	3,300.00
366329 HONEYWELL INTERNATIONAL INC	HVAC SERVICE	729.43
366367 UNIQUE PEST CONTROL	PEST CONTROL SERVICES	100.00

**Recreation-New Comm Cntr**

366014 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	2,605.93
366029 COLE SUPPLY CO INC	SUPPLIES	332.22
366032 CPR FAST	CONTRACTOR PAYMENT	489.60
366103 WESCO RECEIVABLES CORP	SUPPLIES	554.59
366104 WESTAMERICA BANK	COPIER LEASE	300.62
366126 COMCAST	CONNECTION SERVICES	1,588.45
366131 COSTCO	SUPPLIES	49.96
366145 GARDA CL WEST INC	ARMORED CAR PICK UP	150.81
366211 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	1,360.00
366262 RIDLEY, DEXTER	CONTRACTOR PAYMENT	420.00
366264 ROBERTS, NANCY	CONTRACTOR PAYMENT	528.00
366270 SKYHAWKS SPORTS	CONTRACTOR PAYMENT	854.40
366292 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	550.00
366295 COLE SUPPLY CO INC	SUPPLIES	183.70
366311 DIABLO LIVE SCAN	FINGERPRINTING	20.00
366337 KOVALICK, LUANNE	CONTRACTOR PAYMENT	532.80

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366345 MUIR, ROXANNE	CONTRACTOR PAYMENT	374.40
366348 OFFICE DEPOT INC	OFFICE SUPPLIES	54.02
366350 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	3,746.75
366358 RIDLEY, DEXTER	CONTRACTOR PAYMENT	144.00
366362 STATE OF CALIFORNIA	FINGERPRINTING	32.00

**221 Asset Forfeiture Fund**

**Non Departmental**

366243 MOORE, ROY	PROPERTY RETURN	600.00
366297 CONTRA COSTA COUNTY	ASSET FORFEITURE	1,303.51
366298 CONTRA COSTA COUNTY	ASSET FORFEITURE	931.66
366299 CONTRA COSTA COUNTY	ASSET FORFEITURE	527.15
366300 CONTRA COSTA COUNTY	ASSET FORFEITURE	5,296.38
366301 CONTRA COSTA COUNTY	ASSET FORFEITURE	519.61
366302 CONTRA COSTA COUNTY	ASSET FORFEITURE	644.74
366303 CONTRA COSTA COUNTY	ASSET FORFEITURE	2,750.00
366304 CONTRA COSTA COUNTY	ASSET FORFEITURE	1,447.81
366305 CONTRA COSTA COUNTY	ASSET FORFEITURE	421.62
366306 CONTRA COSTA COUNTY	ASSET FORFEITURE	601.64

**222 Measure C/J Fund**

**Streets**

366129 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	4,335.31
366140 ECONOMIC AND PLANNING SYSTEMS INC	PROFESSIONAL SERVICES	2,590.00

**226 Solid Waste Reduction Fund**

**Solid Waste**

366027 BUDS CONCRETE INC	WASTE FEE REFUND	35.00
366046 FM CONSTRUCTION	WASTE FEE REFUND	35.00
366077 PERFORMANCE RESTORATION INC	WASTE FEE REFUND	35.00
366095 SUPERCUTS	WASTE FEE REFUND	35.00

**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

366074 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,392.96
366084 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	55.00
366106 WRECO	PROFESSIONAL SERVICES	1,260.00
366169 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,288.00
366254 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,196.48

**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

366090 SILVA LANDSCAPE	LANDSCAPE SERVICES	4,401.00
366097 TERRACARE ASSOCIATES	TURF MOWING	136.60
366169 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	1,921.92
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	857.92
366351 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,196.48

**Lonetree Maintenance Zone 2**

366074 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	9,184.96
366169 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	549.12
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	737.55

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**Lonetree Maintenance Zone 4**

366097 TERRACARE ASSOCIATES TURF MOWING 218.56

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

366036 DELTA FENCE CO FENCE REPAIR 6,896.00

366097 TERRACARE ASSOCIATES TURF MOWING 136.60

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 265.02

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 216.08

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

366097 TERRACARE ASSOCIATES TURF MOWING 355.16

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 728.73

**Hillcrest Maintenance Zone 2**

366074 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 7,321.60

366090 SILVA LANDSCAPE LANDSCAPE SERVICES 2,052.00

366097 TERRACARE ASSOCIATES TURF MOWING 486.30

366169 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 915.20

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 762.15

366180 SILVA LANDSCAPE LANDSCAPE SERVICES 684.00

**Hillcrest Maintenance Zone 4**

366097 TERRACARE ASSOCIATES TURF MOWING 273.20

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 656.07

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

366097 TERRACARE ASSOCIATES TURF MOWING 355.16

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 144.36

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

366097 TERRACARE ASSOCIATES TURF MOWING 5.46

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 79.84

**Citywide 2A Maintenance Zone 4**

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 315.32

**Citywide 2A Maintenance Zone 5**

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 437.27

**Citywide 2A Maintenance Zone 6**

366097 TERRACARE ASSOCIATES TURF MOWING 327.84

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 232.87

**Citywide 2A Maintenance Zone 8**

366097 TERRACARE ASSOCIATES TURF MOWING 27.32

**Citywide 2A Maintenance Zone 9**

366097 TERRACARE ASSOCIATES TURF MOWING 81.96

366169 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 2,695.50

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 494.55

366351 PACIFIC COAST LANDSCAPE MGMT INC LANDSCAPE SERVICES 1,797.00

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**Citywide 2A Maintenance Zone10**

366170 PACIFIC GAS AND ELECTRIC CO ELECTRIC 130.81  
**257 SLLMD Administration Fund**

**SLLMD Administration**

366056 INTERN'L SOCIETY OF ARBORICULTURE MEMBER DUES 180.00  
 366096 TARGET SPECIALTY PRODUCTS CHEMICALS 2,746.80  
 366097 TERRACARE ASSOCIATES TURF MOWING 327.84  
 366193 WESTERN CHAPTER ISA CONTINUING EDUCATION 95.00  
 366307 CROP PRODUCTION SERVICES INC CHEMICALS 7,085.05

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

366180 SILVA LANDSCAPE LANDSCAPE SERVICES 2,736.00  
 366361 SILVA LANDSCAPE LANDSCAPE SERVICES 3,420.00

**311 Capital Improvement Fund**

**Parks & Open Space**

366084 RMC WATER AND ENVIRONMENT CONSULTING SERVICES 6,147.04

**Streets**

366016 ANCHOR CONCRETE CONSTRUCTION INC SIDEWALK REPAIR PROJECT 24,947.83  
 366244 MORGANS HOME AND GARDEN SUPPLIES 995.65

**Northeast Annexation**

366023 BKF ENGINEERS INC CONSULTING SERVICES 1,224.92

**312 Prewett Family Park Fund**

**Parks & Open Space**

366176 ROYSTON HANAMOTO ALLEY AND ABEY PROFESSIONAL SERVICES 1,494.39  
 366179 SIERRA VALLEY CONSTRUCTION INC PLAYGROUND PROJECT 27,490.46  
 928192 KARSTE CONSULTING INC PROFESSIONAL SERVICES 1,080.00

**319 Residential Dev Alloc Fund**

**Non Departmental**

928203 ICR ELECTRICAL CONTRACTORS ELECTRICAL SERVICES 12,736.00

**416 Honeywell Capital Lease Fund**

**Non Departmental**

366115 BANK OF AMERICA LOAN PAYMENT 44,462.59

**570 Equipment Maintenance Fund**

**Non Departmental**

366233 HUNT AND SONS INC FUEL 17,781.05

**Equipment Maintenance**

366017 ANTIOCH AUTO PARTS SUPPLIES 1,180.71  
 366020 BAY AREA AIR QUALITY MGMT DIST ANNUAL PERMIT FEE 318.00  
 366021 BILL BRANDT FORD SUPPLIES 478.85  
 366038 EAST BAY TIRE CO TIRE REPLACEMENT 485.67  
 366048 FURBER SAW INC BLOWER PARTS 82.77  
 366051 HARLEY DAVIDSON REPAIR SERVICE 412.58  
 366063 MAACO VEHICLE REPAIR 9,820.37  
 366064 MAKAI SOLUTIONS LIFT SERVICE 425.00  
 366069 MUNICIPAL MAINT EQUIPMENT INC SUPPLIES 744.54  
 366079 PHILS DIESEL CLINIC INC FILTER CLEANING 866.86

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366101 UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	1,777.09
366102 WALNUT CREEK FORD	WIRING	38.82
366104 WESTAMERICA BANK	COPIER LEASE	27.50
366105 WINTER CHEVROLET CO	KEY CUTTING	109.87
366109 ALL STAR AUTO ELECTRIC	ALTERNATORS	557.98
366113 ANTIOCH AUTO PARTS	FILTERS	569.32
366121 BILL BRANDT FORD	SEAT BELT	325.50
366123 CHUCKS BRAKE AND WHEEL SERVICE	SHOP TOOL	536.07
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	637.88
366188 TRED SHED, THE	TIRES	5,162.10
366191 WALNUT CREEK FORD	FUEL SENSOR	704.54
366241 MICHAEL STEAD WALNUT CREEK	FLOOR LINER	935.84
366242 MISSION VALLEY FORD TRUCK	ELECTRIC SWITCH	51.54
366260 PURSUIT NORTH	LIGHT BAR	1,594.85
366265 ROYAL BRASS INC	FUEL HOSE	147.79
366279 WALNUT CREEK FORD	FUEL PUMP	289.21
366282 ACE HARDWARE, ANTIOCH	SUPPLIES	25.46
366287 ANTIOCH AUTO PARTS	FILTERS	1,560.15
366318 FAST UNDERCAR	BRAKE PARTS	191.11
366353 PETERSON	SUPPLIES	1,022.78
366370 WALNUT CREEK CHRYSLER	FUEL PUMP	289.21
928185 BIG SKY ENTERPRISES INC	TIRE DISPOSAL	157.75
928220 GRAINGER INC	SUPPLIES	311.75

**573 Information Services Fund**

**Network Support & PCs**

366057 KIS	ANNUAL RENEWAL	6,745.00
366104 WESTAMERICA BANK	COPIER LEASE	102.03
366126 COMCAST	CONNECTION SERVICES	1,036.14
366182 SOFTCHOICE CORPORATION	WINDOWS SERVER LICENSE	4,162.50
928187 COMPUTERLAND	COMPUTER SUPPLIES	1,514.38
928201 DIGITAL SERVICES	WEBSITE MAINTENANCE	3,120.00

**Office Equipment Replacement**

366199 AMS DOT NET INC	SOFTWARE SERVICE	4,800.00
366368 UNITED PARCEL SERVICE	SHIPPING	33.17

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

366375 RETIREE	MEDICAL AFTER RETIREMENT	1,139.00
366376 RETIREE	MEDICAL AFTER RETIREMENT	733.39
366382 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
366387 RETIREE	MEDICAL AFTER RETIREMENT	905.87
366390 RETIREE	MEDICAL AFTER RETIREMENT	129.00
366391 RETIREE	MEDICAL AFTER RETIREMENT	1,229.46
366399 RETIREE	MEDICAL AFTER RETIREMENT	238.70
366401 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
366403 RETIREE	MEDICAL AFTER RETIREMENT	472.96
928226 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78

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928228	RETIREE	MEDICAL AFTER RETIREMENT	905.87
928230	RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
928233	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928234	RETIREE	MEDICAL AFTER RETIREMENT	1,253.12
928241	RETIREE	MEDICAL AFTER RETIREMENT	912.99
928242	RETIREE	MEDICAL AFTER RETIREMENT	796.00
928245	RETIREE	MEDICAL AFTER RETIREMENT	579.26
928249	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928257	RETIREE	MEDICAL AFTER RETIREMENT	1,466.78
928261	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928262	RETIREE	MEDICAL AFTER RETIREMENT	796.00
928263	RETIREE	MEDICAL AFTER RETIREMENT	172.48
928271	RETIREE	MEDICAL AFTER RETIREMENT	172.48
928274	RETIREE	MEDICAL AFTER RETIREMENT	238.65
928277	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928278	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928279	RETIREE	MEDICAL AFTER RETIREMENT	262.02
928296	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928298	RETIREE	MEDICAL AFTER RETIREMENT	605.39
928299	RETIREE	MEDICAL AFTER RETIREMENT	905.87
928308	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928309	RETIREE	MEDICAL AFTER RETIREMENT	579.26
928310	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928312	RETIREE	MEDICAL AFTER RETIREMENT	972.09
928320	RETIREE	MEDICAL AFTER RETIREMENT	605.29
928329	RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928334	RETIREE	MEDICAL AFTER RETIREMENT	472.96
928338	RETIREE	MEDICAL AFTER RETIREMENT	520.42
928345	RETIREE	MEDICAL AFTER RETIREMENT	605.39

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

366374	RETIREE	MEDICAL AFTER RETIREMENT	226.69
366378	RETIREE	MEDICAL AFTER RETIREMENT	108.69
366379	RETIREE	MEDICAL AFTER RETIREMENT	581.38
366380	RETIREE	MEDICAL AFTER RETIREMENT	473.38
366385	RETIREE	MEDICAL AFTER RETIREMENT	226.69
366392	RETIREE	MEDICAL AFTER RETIREMENT	108.69
366396	RETIREE	MEDICAL AFTER RETIREMENT	108.69
366397	RETIREE	MEDICAL AFTER RETIREMENT	345.38
366398	RETIREE	MEDICAL AFTER RETIREMENT	108.69
366400	RETIREE	MEDICAL AFTER RETIREMENT	108.69
366404	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928227	RETIREE	MEDICAL AFTER RETIREMENT	261.76
928229	RETIREE	MEDICAL AFTER RETIREMENT	581.38
928232	RETIREE	MEDICAL AFTER RETIREMENT	108.69
928237	RETIREE	MEDICAL AFTER RETIREMENT	226.69

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928239 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928248 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928251 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928253 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928256 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928259 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928260 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928267 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928273 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928276 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928281 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928286 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928288 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928291 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928292 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928304 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928305 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928306 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928316 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928319 RETIREE	MEDICAL AFTER RETIREMENT	579.26
928325 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928333 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928336 RETIREE	MEDICAL AFTER RETIREMENT	73.38
928337 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928339 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928346 RETIREE	MEDICAL AFTER RETIREMENT	108.69

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

366377 RETIREE	MEDICAL AFTER RETIREMENT	166.69
366381 RETIREE	MEDICAL AFTER RETIREMENT	226.69
366383 RETIREE	MEDICAL AFTER RETIREMENT	400.00
366384 RETIREE	MEDICAL AFTER RETIREMENT	581.38
366386 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
366388 RETIREE	MEDICAL AFTER RETIREMENT	345.38
366389 RETIREE	MEDICAL AFTER RETIREMENT	561.60
366393 RETIREE	MEDICAL AFTER RETIREMENT	746.38
366394 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
366395 RETIREE	MEDICAL AFTER RETIREMENT	108.69
366402 RETIREE	MEDICAL AFTER RETIREMENT	1,778.81
928231 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928235 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928236 RETIREE	MEDICAL AFTER RETIREMENT	172.48
928238 RETIREE	MEDICAL AFTER RETIREMENT	166.70
928240 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928243 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928244 RETIREE	MEDICAL AFTER RETIREMENT	581.38

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928246 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928247 RETIREE	MEDICAL AFTER RETIREMENT	709.38
928250 RETIREE	MEDICAL AFTER RETIREMENT	196.21
928252 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928254 RETIREE	MEDICAL AFTER RETIREMENT	461.38
928255 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928258 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928264 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928265 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928266 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928268 RETIREE	MEDICAL AFTER RETIREMENT	579.26
928269 RETIREE	MEDICAL AFTER RETIREMENT	466.89
928270 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928272 RETIREE	MEDICAL AFTER RETIREMENT	472.96
928280 RETIREE	MEDICAL AFTER RETIREMENT	330.53
928282 RETIREE	MEDICAL AFTER RETIREMENT	711.38
928283 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928284 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928285 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928287 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928289 RETIREE	MEDICAL AFTER RETIREMENT	1,338.78
928290 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928293 RETIREE	MEDICAL AFTER RETIREMENT	40.79
928294 RETIREE	MEDICAL AFTER RETIREMENT	972.09
928295 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928297 RETIREE	MEDICAL AFTER RETIREMENT	547.61
928300 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928301 RETIREE	MEDICAL AFTER RETIREMENT	166.69
928302 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928303 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928307 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928311 RETIREE	MEDICAL AFTER RETIREMENT	605.39
928313 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928314 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928315 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928317 RETIREE	MEDICAL AFTER RETIREMENT	226.69
928318 RETIREE	MEDICAL AFTER RETIREMENT	166.70
928321 RETIREE	MEDICAL AFTER RETIREMENT	885.90
928322 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928323 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928324 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928326 RETIREE	MEDICAL AFTER RETIREMENT	261.76
928327 RETIREE	MEDICAL AFTER RETIREMENT	651.52
928328 RETIREE	MEDICAL AFTER RETIREMENT	581.38
928330 RETIREE	MEDICAL AFTER RETIREMENT	461.38
928331 RETIREE	MEDICAL AFTER RETIREMENT	212.75

Prepared by: Georgina Meek  
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CITY OF ANTIOCH  
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928332 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928335 RETIREE	MEDICAL AFTER RETIREMENT	571.52
928340 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928341 RETIREE	MEDICAL AFTER RETIREMENT	345.38
928342 RETIREE	MEDICAL AFTER RETIREMENT	1,667.46
928343 RETIREE	MEDICAL AFTER RETIREMENT	108.69
928344 RETIREE	MEDICAL AFTER RETIREMENT	1,748.00

**580 Loss Control Fund**

**Human Resources**

366196 ALLIED 100	AED BATTERY REPLACEMENT	1,990.00
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**611 Water Fund**

**Non Departmental**

366175 ROBERTS AND BRUNE CO	SUPPLIES	6,983.19
366222 DELTA DIABLO	SRF LOAN	252,026.18
366224 EM HUNDLEY HARDWARE	PAD LOCKS	1,629.14
366286 AMERICAN TEXTILE AND SUPPLY INC	SUPPLIES	370.60
366287 ANTIOCH AUTO PARTS	SUPPLIES	1,197.91
366293 BISHOP CO	SUPPLIES	1,685.75
366319 FASTENAL CO	SUPPLIES	1,045.31
366348 OFFICE DEPOT INC	OFFICE SUPPLIES	1,738.08
366360 ROBERTS AND BRUNE CO	SUPPLIES	6,993.66
928200 CRYSTAL CLEAR LOGOS INC	SUPPLIES	5,580.71
928202 HAMMONS SUPPLY COMPANY	SUPPLIES	163.50
928210 GOLDEN WEST BETTERWAY UNIFORMS	SUPPLIES	2,643.30
928220 GRAINGER INC	SUPPLIES	366.24
928221 HAMMONS SUPPLY COMPANY	SUPPLIES	1,059.59

**Water Supervision**

366349 ONLINE RESOURCES	ONLINE PAYMENT RETURN	88.78
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**Water Production**

366013 ALAMEDA ELECTRICAL DISTRIBUTORS	EQUIPMENT	24.53
366034 CSI SERVICES INC	PUMP SCREEN	2,950.00
366035 D AND D READY MIX INC	CONCRETE/EQUIPMENT RENTAL	3,011.50
366104 WESTAMERICA BANK	COPIER LEASE	51.42
366107 ACE HARDWARE, ANTIOCH	SUPPLIES	10.92
366137 DELTA LOCK KEY AND SAFE	LOCK REPAIR	155.00
366156 KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	23,823.25
366167 OFFICE DEPOT INC	SUPPLIES	103.18
366170 PACIFIC GAS AND ELECTRIC CO	GAS	122,911.94
366216 CONTRA COSTA WATER DISTRICT	RAW WATER	533,155.10
366221 DELTA BEARING AND SUPPLY	SUPPLIES	298.68
366227 FURBER SAW INC	SAW	634.71
366237 LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	29,551.50
366249 NG, BERT Y	RENEWAL FEE REIMBURSEMENT	90.00
366267 SETON IDENTIFICATION PRODUCTS	SIGNS	304.05
366275 STATE WATER RESOURCES BOARD	PERMIT FEE 286595	11,195.00
366282 ACE HARDWARE, ANTIOCH	SUPPLIES	299.00

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CITY OF ANTIOCH  
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366288	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	2,201.15
366319	FASTENAL CO	SUPPLIES	265.25
366322	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	1,125.31
366328	HACH CO	LAB SUPPLIES	389.78
366331	IEH LABORATORIES	SAMPLE TESTING	350.00
366340	LEIGHTON STONE CORP	VALVES	1,626.14
366343	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	88.20
366348	OFFICE DEPOT INC	OFFICE SUPPLIES	19.62
366371	WALTER BISHOP CONSULTING	CONSULTING SERVICES	3,946.32
928184	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,847.05
928186	CHEMTRADE CHEMICALS US LLC	ALUM	5,141.50
928188	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	75.00
928189	FREDS WELDING	WELDING SERVICE	700.00
928193	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
928196	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	4,950.96
928199	CHEMTRADE CHEMICALS US LLC	ALUM	2,597.22
928205	KAPSCH TRAFFICOM USA INC	ELECTRONICS SERVICES	41,400.00
928214	SIERRA CHEMICAL CO	CHLORINE	4,402.55
928216	AIRGAS SPECIALTY PRODUCTS	AMMONIA	1,400.80
928218	CHEMTRADE CHEMICALS US LLC	ALUM	7,671.12
928219	EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	340.00
928220	GRAINGER INC	TOOLS	1,665.92
928223	OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	4,900.00

**Water Distribution**

366047	FOLGERGRAPHICS INC	RESOURCE GUIDE	795.70
366049	G AND S PAVING INC	ASPHALT	10,974.19
366053	INFOSEND INC	POSTAGE COSTS	415.69
366059	KRAUSE KALFAYAN BENINK & SLAVEN	LEGAL FEES	37,500.00
366082	RED WING SHOE STORE	SAFETY SHOES-LUJAN	216.96
366086	RT LAWRENCE CORP	LOCKBOX PROESSING FEE	500.30
366099	TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
366100	UNITED PARCEL SERVICE	SHIPPING	111.03
366104	WESTAMERICA BANK	COPIER LEASE	70.01
366107	ACE HARDWARE, ANTIOCH	SUPPLIES	7.32
366122	BREATH OF LIFE CPR TRAINING	TRAINING	1,200.00
366126	COMCAST	CONNECTION SERVICES	346.67
366135	DELTA DIABLO	RECYCLED WATER	8,287.08
366142	EXPRESS SERVICES	TEMP SERVICES	413.63
366148	HF AND H CONSULTANTS	CONSULTING SERVICES	2,812.50
366152	INFOSEND INC	POSTAGE COSTS	2,180.42
366175	ROBERTS AND BRUNE CO	PIPE & FITTINGS	4,715.47
366203	BANK OF AMERICA	POSTAGE	72.67
366218	COTA COLE ATTORNEYS LLP	LEGAL SERVICES	2,279.40
366226	EXPRESS SERVICES	TEMP SERVICES	206.82
366263	ROBERTS AND BRUNE CO	PIPE & FITTINGS	160.85
366278	USA BLUE BOOK	SUPPLIES	214.06

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366282 ACE HARDWARE, ANTIOCH	GRINDING WHEELS	7.04
366287 ANTIOCH AUTO PARTS	SOCKET	7.62
366319 FASTENAL CO	PIPE & FITTINGS	704.44
366324 G AND S PAVING INC	ADDITIONAL WORK	9,095.75
366360 ROBERTS AND BRUNE CO	PIPE & FITTINGS	144.48
366364 SYAR INDUSTRIES INC	ASPHALT	2,031.50
928200 CRYSTAL CLEAR LOGOS INC	SUPPLIES	191.26
928206 KARSTE CONSULTING INC	PROFESSIONAL EMERGENCY	1,500.00
928220 GRAINGER INC	SUPPLIES	533.67
<b>Water Meter Reading</b>		
366072 NATIONAL METER & AUTOMATION INC	METER PARTS	7,778.32
366203 BANK OF AMERICA	SUPPLIES	1,105.73
366247 NATIONAL METER & AUTOMATION INC	METER PARTS	67,706.68
366317 ETS CORPORATION	TERMINAL STAND	162.07
366319 FASTENAL CO	SUPPLIES	54.10
928220 GRAINGER INC	SUPPLIES	767.82
<b>Public Buildings &amp; Facilities</b>		
366028 CDM SMITH INC	CONSULTING SERVICES	26,829.90
366112 ANCHOR CONCRETE CONSTRUCTION INC	CONCRETE COVER	3,950.00
366158 LAN CON VOICE & DATA CABLING	CAMERA SERVICE	4,857.71
366174 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	4,356.00
366210 BAY AREA NEWS GROUP	LEGAL ADS	428.40
366236 JLR ENVIRONMENTAL CONSULTANTS INC	VALVE CONTROLS	4,800.00
366290 APPLIED TECHNOLOGY GROUP INC	EQUIPMENT	2,852.59
366334 JMB CONSTRUCTION INC	SUNSET PUMP STATION	3,934.90
366359 RMC WATER AND ENVIRONMENT	CONSULTING SERVICES	3,739.50
366366 TJC AND ASSOCIATES INC	CONSULTING SERVICES	12,883.50
<b>Warehouse &amp; Central Stores</b>		
366100 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
366104 WESTAMERICA BANK	COPIER LEASE	151.33
366368 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.50
<b>621 Sewer Fund</b>		
<b>Sewer-Wastewater Supervision</b>		
366086 RT LAWRENCE CORP	LOCKBOX PROCESSING FEE	500.31
366104 WESTAMERICA BANK	COPIER LEASE	212.85
<b>Sewer-Wastewater Collection</b>		
366037 DUKES ROOT CONTROL INC	ROOT CONTROL SERVICE	4,001.58
366047 FOLGERGRAPHICS INC	RESOURCE GUIDE	795.70
366049 G AND S PAVING INC	ASPHALT	10,974.20
366053 INFOSEND INC	POSTAGE COSTS	415.67
366059 KRAUSE KALFAYAN BENINK & SLAVEN	LEGAL FEES	37,500.00
366082 RED WING SHOE STORE	SAFETY SHOES-REYES	454.52
366085 ROOTX	SUPPLIES	2,529.40
366099 TYLER TECHNOLOGIES	MONTHLY INSITE FEES	340.00
366122 BREATH OF LIFE CPR TRAINING	TRAINING	1,200.00
366126 COMCAST	CONNECTION SERVICES	346.67

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366136 DELTA FENCE CO	FENCE REPAIR	570.00
366138 DUKES ROOT CONTROL INC	ROOT CONTROL SERVICE	3,037.05
366142 EXPRESS SERVICES	TEMP SERVICES	413.63
366146 GOLDEN BELL PRODUCTS INC	SEWER PEST CONTROL	30,396.30
366148 HF AND H CONSULTANTS	CONSULTING SERVICES	2,812.50
366150 HUGHES, DECLAN M	EXPENSE REIMBURSEMENT	83.00
366152 INFOSEND INC	POSTAGE COSTS	2,180.41
366192 WECO INDUSTRIES INC	SUPPLIES	2,387.00
366203 BANK OF AMERICA	MEMBER DUES	453.08
366218 COTA COLE ATTORNEYS LLP	LEGAL SERVICES	2,279.40
366226 EXPRESS SERVICES	TEMP SERVICES	206.81
366250 NOR CAL PIPELINE SERVICES	MANHOLE INSTALLATION	24,384.00
366287 ANTIOCH AUTO PARTS	SUPPLIES	274.48
366288 ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	393.54
366308 CWEA SFBS	SEMINAR REGISTRATION	910.00
366317 ETS CORPORATION	TERMINAL STAND	161.07
366319 FASTENAL CO	SUPPLIES	574.36
366321 FERNANDEZ LOPEZ, KIM ANGEL	EXPENSE REIMBURSEMENT	50.00
366324 G AND S PAVING INC	PAVING SERVICES	9,095.75
366339 LAWSON, JOHN A	EXPENSE REIMBURSEMENT	45.00
366364 SYAR INDUSTRIES INC	ASPHALT	2,031.50
928191 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	182.23
928200 CRYSTAL CLEAR LOGOS INC	SUPPLIES	562.38
<b>Wastewater Collection</b>		
366093 SUBDYNAMIC LOCATING SERVICES INC	VIDEO INSPECTION	21,538.14
366210 BAY AREA NEWS GROUP	LEGAL ADS	432.00
<b>631 Marina Fund</b>		
<b>Non Departmental</b>		
366019 BARTLEY, MICHAEL	BERTH DEPOSIT REFUND	40.00
<b>Marina Administration</b>		
366062 LOG, THE	SLIPS GUIDE	725.00
366081 RECREATION PUBLICATIONS	ADVERTISEMENT	370.00
366104 WESTAMERICA BANK	COPIER LEASE	51.42
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,275.47
366172 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	65.62
<b>Marina Maintenance</b>		
366078 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	65.50
366082 RED WING SHOE STORE	SAFETY SHOES-PFLUEGER	250.00
366258 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	477.80
928193 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00
<b>641 Prewett Water Park Fund</b>		
<b>Non Departmental</b>		
366024 BOLOTAOLO, MARIA LOURDES	DEPOSIT REFUND	500.00
366143 FERRER, MARY JANE	DEPOSIT REFUND	500.00
366149 HUB INTERNATIONAL OF CA INSURANCE	FACILITY INSURANCE	377.94
366229 GH AUS, MIRWAIS	DEPSOIT REFUND	500.00

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366325 GAGE, TSENDENIA	DEPOSIT REFUND	500.00
<b>Recreation Water Park</b>		
366014 AMERICAN GREENPOWER USA INC	INDUCTION LIGHTING MATERIALS	2,612.45
366058 KNORR SYSTEMS INC	CHEMICALS	130.88
366061 LINCOLN EQUIPMENT INC	SUPPLIES	10.90
366104 WESTAMERICA BANK	COPIER LEASE	250.02
366117 BANK OF AMERICA	SUPPLIES	1,258.49
366170 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9,642.78
366172 REAL PROTECTION INC	FIRE ALARM SYSTEM TEST	196.87
366211 BAY CITIES PYROTECTOR	SPRINKLER INSPECTION	740.00
366225 EWING IRRIGATION PRODUCTS	SUPPLIES	135.74
366292 BAY BUILDING MAINTENANCE INC	JANITORIAL SERVICES	450.00
366295 COLE SUPPLY CO INC	SUPPLIES	29.64
366296 COMMERCIAL POOL SYSTEMS INC	SERVICE CALL	2,818.99
366310 DELTA FENCE CO	GATE REPLACEMENT	9,214.00
366323 FOLGERGRAPHICS INC	PRINTING SERVICE	8,427.78
366350 PACHECO BROTHERS GARDENING INC	LANDSCAPE SERVICES	2,596.25
366369 UNIVAR USA INC	CHEMICALS	1,984.01
928190 GRAINGER INC	SUPPLIES	671.70
928220 GRAINGER INC	SUPPLIES	938.18
<b>721 Employee Benefits Fund</b>		
<b>Non Departmental</b>		
366030 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
366031 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
366055 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
366073 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	13,577.02
366075 PARS	PAYROLL DEDUCTIONS	2,140.29
366091 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	262.94
366092 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	62.65
366195 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	22.98
366215 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
366223 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	60.00
366234 IN-SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	494.44
366235 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
366238 LINA	PAYROLL DEDUCTIONS	6,007.11
366245 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,215.40
366252 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	3,249.00
366253 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	13,564.46
366255 PARS	PAYROLL DEDUCTIONS	2,477.85
366259 PUBLIC EMPLOYEES UNION LOCAL 1	PAYROLL DEDUCTIONS	3,714.60
366272 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	748.00
366273 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	262.94
366274 STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	76.67
928195 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	28,188.82
928198 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	2,489.11
928208 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	715.50

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928209 APOA	PAYROLL DEDUCTIONS	13,499.88
928213 NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	58,502.14
928215 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,929.24



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Michael G. Vigilia, City Attorney *M*

**SUBJECT:** Rejection of Claim: First Transit/Eastern Contra Costa Transit Authority and Jamon Wilkins

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the amended claim of First Transit/Eastern Contra Costa Transit Authority and Jamon Wilkins that was received on December 5, 2016.

If the City Council desires to discuss this matter, it can be scheduled for a future closed session at the Council's direction.



STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE COUNCIL MEETING OF JANUARY 10, 2017

SUBMITTED BY: Donna Conley, City Treasurer

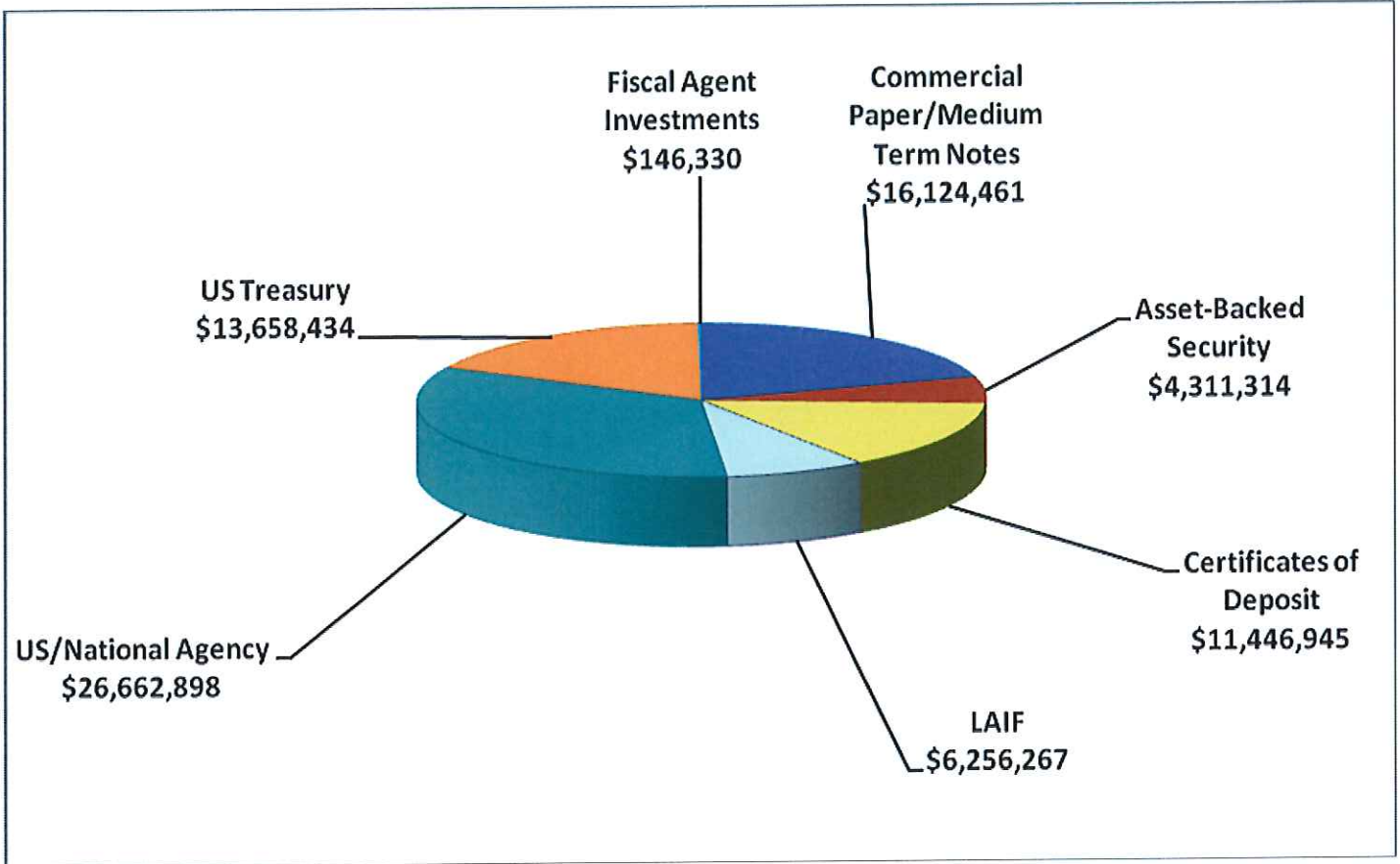
DATE January 4, 2017

SUBJECT: Treasurer's Report – NOVEMBER 2017

RECOMMENDATION: Review and file.

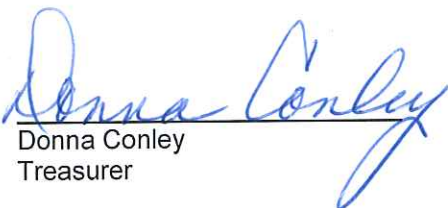
CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS

NOVEMBER 30, 2016



Total of City and Fiscal Agent Investments = \$78,606,649

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.

  
Donna Conley  
Treasurer

  
Dawn Merchant  
Finance Director

**Summary of Fiscal Agent Balances by  
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	230
Antioch Development Agency 2000 Tax Allocation Bonds	4
Antioch Development Agency 2009 Tax Allocation Bonds	146,096
	<u><u>\$146,330</u></u>



## Managed Account Issuer Summary

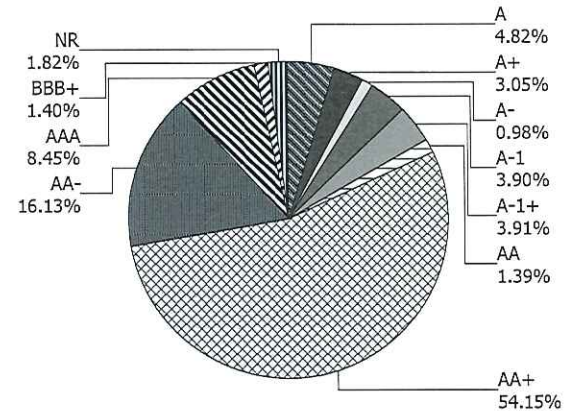
For the Month Ending November 30, 2016

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

Issuer	Market Value of Holdings	Percent
ALLY AUTO RECEIVABLES TRUST	255,323.98	0.36
AMERICAN EXPRESS CO	700,979.30	0.98
AMERICAN HONDA FINANCE	750,071.25	1.05
APPLE INC	714,067.00	0.99
BANK OF AMERICA CORP	701,033.20	0.98
BANK OF AMERICA CREDIT CARD TRUST	495,371.10	0.69
BANK OF NEW YORK CO INC	1,402,637.60	1.95
BANK OF NOVA SCOTIA	1,401,512.00	1.95
BERKSHIRE HATHAWAY INC	279,082.55	0.39
CA EARTHQUAKE AUTH TXBL REV BOND	150,481.50	0.21
CARMAX AUTO OWNER TRUST	574,642.52	0.80
CHEVRON CORP	720,687.70	1.00
CISCO SYSTEMS INC	1,209,612.74	1.69
CITIGROUP INC	279,388.20	0.39
EXXON MOBIL CORP	1,399,043.80	1.95
FANNIE MAE	13,718,131.80	19.12
FEDERAL HOME LOAN BANKS	4,286,081.05	5.97
FORD CREDIT AUTO OWNER TRUST	710,665.83	0.99
FREDDIE MAC	5,110,456.86	7.12
GLAXOSMITHKLINE PLC	554,753.85	0.77
GOLDMAN SACHS GROUP INC	722,943.90	1.01
HONDA AUTO RECEIVABLES	648,086.69	0.90
HSBC HOLDINGS PLC	1,402,156.00	1.95
HYUNDAI AUTO RECEIVABLES	140,384.09	0.20
IBM CORP	1,746,003.00	2.43
INTER-AMERICAN DEVELOPMENT BANK	1,001,942.03	1.40
INTL BANK OF RECONSTRUCTION AND DEV	1,432,135.28	2.00
MICROSOFT CORP	473,376.96	0.66
NISSAN AUTO RECEIVABLES	807,297.92	1.12
NORDEA BANK AB	1,400,827.40	1.95
PEPSICO, INC	433,081.62	0.60
PFIZER INC	719,823.50	1.00

### Credit Quality (S&P Ratings)





### Managed Account Issuer Summary

For the Month Ending **November 30, 2016**

CITY OF ANTIOCH, CA - 04380500

<b>Issuer</b>	<b>Market Value of Holdings</b>	<b>Percent</b>
ROYAL BANK OF CANADA	1,452,059.00	2.02
SKANDINAVISKA ENSKIDA BANKEN AB	1,398,103.00	1.95
STATE OF CONNECTICUT	786,747.90	1.10
SVENSKA HANDELSBANKEN	1,401,722.00	1.95
TEXAS INSTRUMENTS INCORPORATED	885,544.66	1.23
THE WALT DISNEY CORPORATION	195,463.91	0.27
TORONTO-DOMINION BANK	1,400,946.40	1.95
TOYOTA AUTO RECEIVABLES	680,397.60	0.95
TOYOTA MOTOR CORP	1,478,433.30	2.06
UNITED STATES TREASURY	13,639,814.85	19.02
US BANCORP	1,379,175.88	1.92
WELLS FARGO & COMPANY	727,533.88	1.01
<b>Total</b>	<b>\$71,768,024.60</b>	<b>100.00%</b>





**Managed Account Detail of Securities Held**

For the Month Ending **November 30, 2016**

**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	1,000,000.00	AA+	Aaa	04/28/15	04/30/15	991,953.13	0.90	535.22	996,179.75	994,414.00
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	875,000.00	AA+	Aaa	05/02/16	05/02/16	883,134.77	0.88	30.05	881,316.61	877,085.13
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,375,000.00	AA+	Aaa	05/03/16	05/06/16	1,389,501.95	0.83	47.22	1,386,305.86	1,378,276.63
US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	AA+	Aaa	11/05/15	11/09/15	1,828,707.03	1.18	62.67	1,827,438.98	1,829,348.98
US TREASURY NOTES DTD 12/31/2013 1.500% 12/31/2018	912828A75	2,435,000.00	AA+	Aaa	12/01/15	12/04/15	2,455,640.43	1.22	15,284.92	2,449,066.63	2,452,692.71
US TREASURY NOTES DTD 01/31/2014 1.500% 01/31/2019	912828B33	1,615,000.00	AA+	Aaa	12/28/15	12/30/15	1,620,930.08	1.38	8,096.94	1,619,190.18	1,626,544.02
US TREASURY NOTES DTD 03/31/2014 1.625% 03/31/2019	912828C65	2,860,000.00	AA+	Aaa	03/02/16	03/04/16	2,909,603.13	1.05	7,916.07	2,897,742.36	2,887,258.66
US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	1,580,000.00	AA+	Aaa	11/10/16	11/14/16	1,601,601.56	1.06	2,198.69	1,601,193.96	1,594,194.72
<b>Security Type Sub-Total</b>		<b>13,565,000.00</b>					<b>13,681,072.08</b>	<b>1.09</b>	<b>34,171.78</b>	<b>13,658,434.33</b>	<b>13,639,814.85</b>
<b>Supra-National Agency Bond / Note</b>											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	725,000.00	AAA	Aaa	04/12/16	04/19/16	723,716.75	0.95	2,326.04	724,064.48	720,291.85
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	1,015,000.00	AAA	Aaa	04/05/16	04/12/16	1,011,955.00	1.10	507.50	1,012,576.59	1,001,942.03
INTL BANK OF RECON AND DEV SN NOTE DTD 07/13/2016 0.875% 08/15/2019	459058FK4	725,000.00	AAA	Aaa	07/06/16	07/13/16	724,847.75	0.88	1,867.88	724,865.54	711,843.43
<b>Security Type Sub-Total</b>		<b>2,465,000.00</b>					<b>2,460,519.50</b>	<b>0.99</b>	<b>4,701.42</b>	<b>2,461,506.61</b>	<b>2,434,077.31</b>
<b>Municipal Bond / Note</b>											



**Managed Account Detail of Securities Held**

For the Month Ending **November 30, 2016**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>											
CA EARTHQUAKE AUTH TXBL REV BONDS DTD 11/06/2014 1.824% 07/01/2017	13017HAD8	150,000.00	NR	A3	10/29/14	11/06/14	150,000.00	1.82	1,140.00	150,000.00	150,481.50
CT ST TXBL GO BONDS DTD 08/17/2016 1.300% 08/15/2019	20772J3D2	795,000.00	AA-	Aa3	08/03/16	08/17/16	796,717.20	1.23	2,985.67	796,553.97	786,747.90
<b>Security Type Sub-Total</b>		<b>945,000.00</b>					<b>946,717.20</b>	<b>1.32</b>	<b>4,125.67</b>	<b>946,553.97</b>	<b>937,229.40</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	344,428.91	AA+	Aaa	01/15/15	01/30/15	347,870.62	1.26	466.70	345,435.52	345,000.66
FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	AA+	Aaa	04/15/15	04/30/15	328,248.83	0.83	419.79	326,209.20	325,401.67
FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	AA+	Aaa	11/06/15	11/30/15	297,949.97	1.20	466.61	296,822.71	296,388.74
FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	550,000.00	AA+	Aaa	06/09/16	06/30/16	555,499.73	1.05	818.13	554,580.88	551,782.00
FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AQDQ0	640,000.00	AA+	Aaa	10/07/15	10/30/15	646,408.90	1.08	877.87	644,345.04	640,150.40
<b>Security Type Sub-Total</b>		<b>2,154,428.91</b>					<b>2,175,978.05</b>	<b>1.08</b>	<b>3,049.10</b>	<b>2,167,393.35</b>	<b>2,158,723.47</b>
<b>Federal Agency Bond / Note</b>											
FNMA NOTE DTD 03/04/2016 0.875% 03/28/2018	3135G0J61	225,000.00	AA+	Aaa	07/01/16	07/01/16	225,942.75	0.63	344.53	225,718.35	224,653.73
FNMA NOTE DTD 03/04/2016 0.875% 03/28/2018	3135G0J61	1,800,000.00	AA+	Aaa	03/02/16	03/04/16	1,796,400.00	0.97	2,756.25	1,797,682.70	1,797,229.80
FEDERAL HOME LOAN BANKS AGCY DTD 05/27/2016 0.875% 06/29/2018	3130A8BD4	1,665,000.00	AA+	Aaa	05/26/16	05/27/16	1,660,987.35	0.99	6,151.25	1,661,959.84	1,659,610.40
FHLB NOTES DTD 07/08/2016 0.625% 08/07/2018	3130A8PK3	2,650,000.00	AA+	Aaa	08/10/16	08/12/16	2,640,513.00	0.81	5,244.79	2,641,950.76	2,626,470.65



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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Bond / Note</b>											
FHLMC REFERENCE NOTE DTD 09/16/2016 0.875% 10/12/2018	3137EAED7	1,750,000.00	AA+	Aaa	10/03/16	10/05/16	1,749,475.00	0.89	3,190.10	1,749,516.16	1,741,115.25
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	1,800,000.00	AA+	Aaa	02/19/16	02/23/16	1,795,752.00	1.08	4,750.00	1,796,829.52	1,791,005.40
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	2,000,000.00	AA+	Aaa	05/26/16	05/31/16	1,996,060.00	1.07	5,277.78	1,996,777.36	1,990,006.00
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	375,000.00	AA+	Aaa	08/12/16	08/15/16	377,317.50	0.89	539.06	377,065.41	373,357.88
FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	1,225,000.00	AA+	Aaa	05/26/16	05/31/16	1,225,943.25	1.10	1,760.94	1,225,787.15	1,219,635.73
FHLMC REFERENCE NOTE DTD 07/20/2016 0.875% 07/19/2019	3137EAEB1	1,800,000.00	AA+	Aaa	07/19/16	07/20/16	1,795,644.00	0.96	5,731.25	1,796,166.50	1,776,348.00
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	1,425,000.00	AA+	Aaa	07/29/16	08/02/16	1,422,606.00	0.93	4,121.61	1,422,866.73	1,405,608.60
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	1,650,000.00	AA+	Aaa	10/03/16	10/05/16	1,649,010.00	1.02	4,079.17	1,649,063.39	1,631,589.30
FNMA NOTES DTD 09/02/2016 1.000% 08/28/2019	3135G0P49	2,750,000.00	AA+	Aaa	08/31/16	09/02/16	2,745,710.00	1.05	6,798.61	2,746,059.86	2,719,315.50
<b>Security Type Sub-Total</b>		<b>21,115,000.00</b>					<b>21,081,360.85</b>	<b>0.98</b>	<b>50,745.34</b>	<b>21,087,443.73</b>	<b>20,955,946.24</b>
<b>Corporate Note</b>											
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	1,750,000.00	AA-	Aa3	02/03/15	02/06/15	1,744,662.50	1.23	6,289.06	1,747,876.80	1,746,003.00
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	1,400,000.00	AA+	Aaa	03/04/15	03/06/15	1,400,000.00	1.31	4,313.75	1,400,000.00	1,399,043.80
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	750,000.00	A+	A1	03/10/15	03/13/15	748,995.00	1.55	2,437.50	749,564.55	750,071.25
PEPSICO, INC CORP NOTES DTD 04/30/2015 1.250% 04/30/2018	713448CR7	275,000.00	A	A1	04/27/15	04/30/15	274,967.00	1.25	296.01	274,984.30	274,708.50



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**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	A+	A1	04/02/15	04/08/15	885,202.90	1.18	741.67	887,761.45	885,544.66
GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	A+	A2	04/01/15	04/07/15	594,368.25	1.30	1,318.33	557,859.70	554,753.85
BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	A	A1	05/22/15	05/29/15	1,399,874.00	1.60	560.00	1,399,936.08	1,402,637.60
BANK OF AMERICA BANK NOTES DTD 06/05/2015 1.750% 06/05/2018	06050TMC3	700,000.00	A	A1	10/06/15	10/09/15	701,442.00	1.67	5,988.89	700,831.47	701,033.20
CISCO SYSTEMS INC CORP NOTE DTD 06/17/2015 1.650% 06/15/2018	17275RAU6	1,205,000.00	AA-	A1	06/10/15	06/17/15	1,204,795.15	1.66	9,168.04	1,204,893.24	1,209,612.74
TOYOTA MOTOR CREDIT CORP DTD 07/13/2015 1.550% 07/13/2018	89236TCP8	725,000.00	AA-	Aa3	07/08/15	07/13/15	724,383.75	1.58	4,307.71	724,664.37	725,476.33
AMERICAN EXPRESS CRD CRP NT (CALLABLE) DTD 07/31/2015 1.800% 07/31/2018	0258M0DV8	700,000.00	A-	A2	10/05/15	10/08/15	702,709.00	1.66	4,235.00	701,589.11	700,979.30
BERKSHIRE HATHAWAY INC GLOBAL NOTES DTD 08/15/2016 1.150% 08/15/2018	084670BX5	175,000.00	AA	Aa2	08/08/16	08/15/16	174,979.00	1.16	592.57	174,982.07	174,129.90
THE WALT DISNEY CORPORATION DTD 01/08/2016 1.650% 01/08/2019	25468PDH6	195,000.00	A	A2	01/05/16	01/08/16	194,738.70	1.70	1,278.06	194,815.49	195,463.91
TOYOTA MOTOR CREDIT CORP DTD 02/19/2016 1.700% 02/19/2019	89236TCU7	755,000.00	AA-	Aa3	02/16/16	02/19/16	754,909.40	1.70	3,636.58	754,932.63	752,956.97
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	105,000.00	AA	Aa2	03/08/16	03/15/16	104,920.20	1.73	376.83	104,938.76	104,952.65
WELLS FARGO & COMPANY DTD 04/22/2014 2.125% 04/22/2019	94974BFU9	725,000.00	A	A2	03/10/16	03/15/16	727,965.25	1.99	1,669.01	727,306.08	727,533.88
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	100,000.00	BBB+	A3	04/20/16	04/25/16	99,722.00	2.10	200.00	99,776.26	99,716.40



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**CITY OF ANTIOCH, CA - 04380500**

<b>Security Type/Description</b> <b>Dated Date/Coupon/Maturity</b>	<b>CUSIP</b>	<b>Par</b>	<b>S&amp;P Rating</b>	<b>Moody's Rating</b>	<b>Trade Date</b>	<b>Settle Date</b>	<b>Original Cost</b>	<b>YTM at Cost</b>	<b>Accrued Interest</b>	<b>Amortized Cost</b>	<b>Market Value</b>
<b>Corporate Note</b>											
GOLDMAN SACHS GRP INC CORP NT (CALLABLE) DTD 04/25/2016 2.000% 04/25/2019	38141GVT8	625,000.00	BBB+	A3	04/21/16	04/26/16	624,600.00	2.02	1,250.00	624,677.98	623,227.50
CHEVRON CORP NOTES DTD 05/16/2016 1.561% 05/16/2019	166764BH2	725,000.00	AA-	Aa2	05/09/16	05/16/16	725,000.00	1.56	471.55	725,000.00	720,687.70
PFIZER INC CORP NOTES DTD 06/03/2016 1.450% 06/03/2019	717081DU4	725,000.00	AA	A1	05/31/16	06/03/16	724,173.50	1.49	5,197.85	724,307.20	719,823.50
CITIGROUP INC CORP NOTES DTD 06/09/2016 2.050% 06/07/2019	172967KS9	280,000.00	BBB+	Baa1	06/02/16	06/09/16	279,854.40	2.07	2,742.44	279,876.91	279,388.20
APPLE INC CORP NOTES DTD 08/04/2016 1.100% 08/02/2019	037833CB4	725,000.00	AA+	Aa1	07/28/16	08/04/16	724,275.00	1.13	2,591.88	724,352.60	714,067.00
MICROSOFT CORP NOTES DTD 08/08/2016 1.100% 08/08/2019	594918BN3	480,000.00	AAA	Aaa	08/01/16	08/08/16	479,505.60	1.14	1,657.33	479,556.60	473,376.96
PEPSICO, INC CORP NOTES DTD 10/06/2016 1.350% 10/04/2019	713448DJ4	160,000.00	A	A1	10/03/16	10/06/16	159,976.00	1.36	330.00	159,977.19	158,373.12
<b>Security Type Sub-Total</b>		<b>16,095,000.00</b>					<b>16,156,018.60</b>	<b>1.50</b>	<b>61,650.06</b>	<b>16,124,460.84</b>	<b>16,093,561.92</b>
<b>Certificate of Deposit</b>											
NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	1,400,000.00	AA-	Aa3	05/27/15	05/29/15	1,400,000.00	1.15	223.61	1,400,000.00	1,400,827.40
TORONTO DOMINION BANK NY YCD DTD 06/19/2015 1.240% 06/16/2017	89113ESN7	1,400,000.00	AA-	Aa1	06/16/15	06/19/15	1,400,000.00	1.25	7,908.44	1,400,000.00	1,400,946.40
SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 1.375% 08/24/2017	86958DH54	1,400,000.00	A-1+	P-1	11/20/15	11/24/15	1,400,000.00	0.84	370.39	1,400,000.00	1,401,722.00
US BANK NA CINCINNATI (CALLABLE) CD DTD 09/11/2014 1.375% 09/11/2017	90333VPF1	1,375,000.00	AA-	Aa1	09/09/14	09/11/14	1,372,786.25	1.41	4,201.39	1,374,426.36	1,379,175.88
BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,400,000.00	A-1	P-1	11/06/15	11/09/15	1,400,000.00	1.55	1,516.67	1,400,000.00	1,401,512.00



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CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Certificate of Deposit</b>											
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	A-1	P-1	11/16/15	11/17/15	1,400,000.00	1.48	863.33	1,400,000.00	1,398,103.00
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.496% 11/17/2017	40428AR41	1,400,000.00	A-1+	P-1	11/17/15	11/18/15	1,400,000.00	0.97	814.61	1,400,000.00	1,402,156.00
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	1,450,000.00	AA-	Aa3	03/11/16	03/15/16	1,450,000.00	1.69	5,614.72	1,450,000.00	1,452,059.00
<b>Security Type Sub-Total</b>		<b>11,225,000.00</b>					<b>11,222,786.25</b>	<b>1.29</b>	<b>21,513.16</b>	<b>11,224,426.36</b>	<b>11,236,501.68</b>
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>											
HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	478,590.30	AAA	NR	05/13/15	05/20/15	478,516.84	1.05	138.26	478,550.97	478,334.06
TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	680,000.00	AAA	Aaa	06/10/15	06/17/15	679,963.21	1.27	383.82	679,978.69	680,397.60
CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	575,000.00	AAA	NR	07/14/16	07/20/16	574,953.08	1.18	299.00	574,958.90	574,642.52
NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	467,470.44	NR	Aaa	04/07/15	04/14/15	467,372.18	1.06	218.15	467,412.00	467,002.36
FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	350,000.00	NR	Aaa	05/19/15	05/26/15	349,967.63	1.16	180.44	349,979.55	349,948.24
HONDA ABS 2016-1 A3 DTD 02/25/2016 1.220% 12/18/2019	43814NAC9	170,000.00	AAA	NR	02/16/16	02/25/16	169,975.84	1.23	74.89	169,981.52	169,752.63
FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	AAA	Aaa	09/15/15	09/22/15	359,929.94	1.42	225.60	359,951.01	360,717.59
NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	NR	Aaa	07/15/15	07/22/15	339,972.97	1.34	202.49	339,982.09	340,295.56
ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020	02007LAC6	255,000.00	AAA	Aaa	05/24/16	05/31/16	254,975.24	1.44	163.20	254,978.36	255,323.98
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	140,000.00	AAA	Aaa	03/22/16	03/30/16	139,972.84	1.57	97.07	139,977.33	140,384.09



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security / Collateralized Mortgage Obligation</b>											
BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	AAA	Aaa	10/28/15	10/29/15	495,715.43	1.30	299.20	495,563.61	495,371.10
<b>Security Type Sub-Total</b>		<b>4,311,060.74</b>					<b>4,311,315.20</b>	<b>1.24</b>	<b>2,282.12</b>	<b>4,311,314.03</b>	<b>4,312,169.73</b>
<b>Managed Account Sub-Total</b>		<b>71,875,489.65</b>					<b>72,035,767.73</b>	<b>1.19</b>	<b>182,238.65</b>	<b>71,981,533.22</b>	<b>71,768,024.60</b>
<b>Securities Sub-Total</b>		<b>\$71,875,489.65</b>					<b>\$72,035,767.73</b>	<b>1.19%</b>	<b>\$182,238.65</b>	<b>\$71,981,533.22</b>	<b>\$71,768,024.60</b>
<b>Accrued Interest</b>											<b>\$182,238.65</b>
<b>Total Investments</b>											<b>\$71,950,263.25</b>



**Managed Account Security Transactions & Interest**

For the Month Ending **November 30, 2016**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
<b>BUY</b>										
11/10/16	11/14/16	US TREASURY NOTES DTD 04/30/2014 1.625% 04/30/2019	912828D23	1,580,000.00	(1,601,601.56)	(992.96)	(1,602,594.52)			
<b>Transaction Type Sub-Total</b>				<b>1,580,000.00</b>	<b>(1,601,601.56)</b>	<b>(992.96)</b>	<b>(1,602,594.52)</b>			
<b>INTEREST</b>										
11/01/16	11/01/16	TEXAS INSTRUMENTS CORP NOTE DTD 05/08/2013 1.000% 05/01/2018	882508AV6	890,000.00	0.00	4,450.00	4,450.00			
11/01/16	11/25/16	FANNIE MAE SERIES 2015-M13 ASQ2 DTD 10/01/2015 1.646% 09/01/2019	3136AQDQ0	640,000.00	0.00	877.87	877.87			
11/01/16	11/25/16	FNMA SERIES 2015-M15 ASQ2 DTD 11/01/2015 1.898% 01/01/2019	3136AOSW1	295,000.00	0.00	466.61	466.61			
11/01/16	11/25/16	FNMA SERIES 2016-M9 ASQ2 DTD 06/01/2016 1.785% 06/01/2019	3136ASPX8	550,000.00	0.00	818.13	818.13			
11/01/16	11/25/16	FNMA SERIES 2015-M7 ASQ2 DTD 04/01/2015 1.550% 04/01/2018	3136ANJY4	325,000.00	0.00	419.79	419.79			
11/01/16	11/25/16	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	344,804.98	0.00	467.21	467.21			
11/06/16	11/06/16	BANK OF NOVA SCOTIA HOUSTON YCD DTD 11/09/2015 1.560% 11/06/2017	06417GAS7	1,400,000.00	0.00	10,920.00	10,920.00			
11/13/16	11/13/16	INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	1,015,000.00	0.00	5,949.03	5,949.03			
11/15/16	11/15/16	ALLY ABS 2016-3 A3 DTD 05/31/2016 1.440% 08/15/2020	02007LAC6	255,000.00	0.00	306.00	306.00			
11/15/16	11/15/16	GLAXOSMITHKLINE CAP INC NOTES DTD 05/13/2008 5.650% 05/15/2018	377372AD9	525,000.00	0.00	14,831.25	14,831.25			
11/15/16	11/15/16	NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	498,647.47	0.00	436.32	436.32			
11/15/16	11/15/16	TOYOTA ABS 2015-B A3 DTD 06/17/2015 1.270% 05/15/2019	89237CAD3	680,000.00	0.00	719.67	719.67			
11/15/16	11/15/16	HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	140,000.00	0.00	182.00	182.00			
11/15/16	11/15/16	FORD ABS 2015-B A3 DTD 05/26/2015 1.160% 11/15/2019	34530VAD1	350,000.00	0.00	338.33	338.33			





**Managed Account Security Transactions & Interest**

For the Month Ending **November 30, 2016**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	11/15/16	11/15/16	NISSAN ABS 2015-B A3 DTD 07/22/2015 1.340% 03/15/2020	65475WAD0	340,000.00	0.00	379.67	379.67			
	11/15/16	11/15/16	FORD ABS 2015-C A3 DTD 09/22/2015 1.410% 02/15/2020	34530YAD5	360,000.00	0.00	423.00	423.00			
	11/15/16	11/15/16	BANK OF AMER CREDIT CARD TR 2015-A2 DTD 04/29/2015 1.360% 09/15/2020	05522RCU0	495,000.00	0.00	561.00	561.00			
	11/15/16	11/15/16	CARMAX ABS 2016-3 A2 DTD 07/20/2016 1.170% 08/15/2019	14314EAB7	575,000.00	0.00	560.63	560.63			
	11/16/16	11/16/16	CHEVRON CORP NOTES DTD 05/16/2016 1.561% 05/16/2019	166764BH2	725,000.00	0.00	5,658.63	5,658.63			
	11/16/16	11/16/16	SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,400,000.00	0.00	21,007.78	21,007.78			
	11/17/16	11/17/16	HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.496% 11/17/2017	40428AR41	1,400,000.00	0.00	4,987.82	4,987.82			
	11/18/16	11/18/16	HONDA ABS 2016-1 A3 DTD 02/25/2016 1.220% 12/18/2019	43814NAC9	170,000.00	0.00	172.83	172.83			
	11/21/16	11/21/16	HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	495,000.00	0.00	429.00	429.00			
	11/22/16	11/22/16	BANK OF NEW YORK MELLON CORP (CALLABLE) DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	1,400,000.00	0.00	11,200.00	11,200.00			
	11/25/16	11/25/16	SVENSKA HANDELSBANKEN NY FLT CERT DEPOS DTD 11/24/2015 1.375% 08/24/2017	86958DH54	1,400,000.00	0.00	4,612.84	4,612.84			
	11/26/16	11/26/16	NORDEA BANK FINLAND NY CD DTD 05/29/2015 1.150% 05/26/2017	65558LFA5	1,400,000.00	0.00	8,228.89	8,228.89			
	11/30/16	11/30/16	US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,375,000.00	0.00	8,593.75	8,593.75			
	11/30/16	11/30/16	US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	875,000.00	0.00	5,468.75	5,468.75			



**Managed Account Security Transactions & Interest**

For the Month Ending **November 30, 2016**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
<b>INTEREST</b>											
	11/30/16	11/30/16	US TREASURY NOTES DTD 12/02/2013 1.250% 11/30/2018	912828A34	1,825,000.00	0.00	11,406.25	11,406.25			
<b>Transaction Type Sub-Total</b>					<b>22,143,452.45</b>	<b>0.00</b>	<b>124,873.05</b>	<b>124,873.05</b>			
<b>PAYDOWNS</b>											
	11/01/16	11/25/16	FNMA SERIES 2015-M1 ASQ2 DTD 01/15/2015 1.626% 02/01/2018	3136AMKW8	376.07	376.07	0.00	376.07	(3.76)	0.00	
	11/15/16	11/15/16	NISSAN ABS 2015-A A3 DTD 04/14/2015 1.050% 10/15/2019	65477UAC4	31,177.03	31,177.03	0.00	31,177.03	6.55	0.00	
	11/21/16	11/21/16	HONDA ABS 2015-2 A3 DTD 05/20/2015 1.040% 02/21/2019	43813NAC0	16,409.70	16,409.70	0.00	16,409.70	2.52	0.00	
<b>Transaction Type Sub-Total</b>					<b>47,962.80</b>	<b>47,962.80</b>	<b>0.00</b>	<b>47,962.80</b>	<b>5.31</b>	<b>0.00</b>	
<b>SELL</b>											
	11/10/16	11/14/16	FREDDIE MAC NOTES DTD 03/21/2016 1.125% 04/15/2019	3137EADZ9	1,600,000.00	1,601,264.00	1,450.00	1,602,714.00	(8,624.00)	(7,722.21)	SPEC LOT
<b>Transaction Type Sub-Total</b>					<b>1,600,000.00</b>	<b>1,601,264.00</b>	<b>1,450.00</b>	<b>1,602,714.00</b>	<b>(8,624.00)</b>	<b>(7,722.21)</b>	
<b>Managed Account Sub-Total</b>						<b>47,625.24</b>	<b>125,330.09</b>	<b>172,955.33</b>	<b>(8,618.69)</b>	<b>(7,722.21)</b>	
<b>Total Security Transactions</b>						<b>\$47,625.24</b>	<b>\$125,330.09</b>	<b>\$172,955.33</b>	<b>(\$8,618.69)</b>	<b>(\$7,722.21)</b>	



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Alexis Morris, Planning Manager *AM*

**APPROVED BY:** Forrest Ebbs, Community Development Director *FE*

**SUBJECT:** Second Residential Units Ordinance Amendment (Z-16-01)

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### **RECOMMENDED ACTION**

It is recommended that the City Council take the following action:

1. Adopt the Ordinance making text amendments to Section 9-5.3805-*Second Residential Units* of the Zoning Ordinance to comply with new state laws relating to Accessory Dwelling Units.

### **STRATEGIC PURPOSE**

This action will forward Long Term Goal G: Planning, Entitlements, and Permitting, by providing consistent and efficient entitlement, permitting, and development services to the public.

### **DISCUSSION**

The adoption of an Ordinance requires two separate readings. The subject Ordinance was introduced at the December 13, 2016 City Council meeting. This second reading will finalize the adoption of this Ordinance.

### **ATTACHMENTS**

- A. Ordinance Amending Zoning Regulations For Accessory Dwelling Units

# ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING ZONING REGULATIONS FOR ACCESSORY DWELLING UNITS

### SECTION 1. Findings.

The Antioch City Council hereby finds, determines and declares as follows:

**A.** The City of Antioch holds the right to make and enforce all laws and regulations not in conflict with general laws, and the City holds all rights and powers established by state law.

**B.** On June 10, 2003, the City Council adopted Ordinance No. 1006-C-S regulating second residential units within the City of Antioch.

**C.** On September 27, 2016, Governor Brown signed AB 2s99 (Bloom) and SB 1069 (Wieckowski) into law, amending Government Code section 65852.2 and mandating that all local agencies adopt an Accessory Dwelling Unit ordinance consistent with the new provisions by January 1, 2017.

**D.** The Planning Commission conducted a duly noticed public hearing on November 16, 2016 at which time a resolution was approved to initiate and recommend to the City Council that this ordinance be adopted. The City Council held a duly noticed public hearing on December 13, 2016 at which time all interested persons were allowed to address the Council regarding adoption of this ordinance.

**E.** The City Council finds that the public necessity requires the proposed zoning ordinance amendments to impose requirements for Accessory Dwelling Units within the City of Antioch that are consistent with State law; said amendments are not detrimental to properties within Antioch, and that the proposed zoning ordinance amendment is in conformance with the Antioch General Plan.

**SECTION 2.** Section 9-5.203 of the Antioch Municipal Code is hereby amended to modify the following definitions, with no other amendments to this Section:

***DWELLING, SINGLE-FAMILY ATTACHED.*** A dwelling unit that is designed for occupancy by one household located on a separate lot from any other unit (except a ~~second~~ an accessory dwelling unit, where permitted), and attached through common vertical walls to one or more dwellings on abutting lots. Two attached single-unit dwellings may be configured as ***TOWNHOUSES*** or ***ROW HOUSES***.

***DWELLING, SINGLE-FAMILY DETACHED.*** A dwelling unit that is designed for occupancy by one household, located on a separate lot from any other dwelling unit (except a ~~second~~ an accessory dwelling unit, where permitted), and not attached to

another dwelling unit on an abutting lot. This classification includes individual manufactured housing units installed on a foundation system pursuant to Cal. Health and Safety Code § 18551.

**DWELLING, TWO-FAMILY OR DUPLEX.** A single building on a separate lot that contains two dwelling units or two single-unit dwellings located on a single lot. This use is distinguished from a ~~second~~ an accessory dwelling unit, which is an accessory residential unit as defined by state law and this section.

~~**[DELETED] SECOND DWELLING UNIT.** An additional dwelling unit constructed or adapted within, onto, or detached from an existing dwelling unit on a single-family residential lot. A SECOND UNIT shall have a kitchen, full bathroom and no more than one bedroom.~~

**SECTION 3.** Section 9-5.3805 is hereby rescinded and reenacted as follows:

### **9-5.3805 ACCESSORY DWELLING UNITS**

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ACCESSORY DWELLING UNIT.** An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following: An efficiency unit, as defined in Section 17958.1 of Health and Safety Code; A manufactured home, as defined in Section 18007 of the Health and Safety Code.

**ADMINISTRATIVE USE PERMIT.** A land use permit defined in § 9-5.2701(E) of this Code, and issued by the Zoning Administrator or his/her designee without notice or public hearing.

**JUNIOR ACCESSORY DWELLING UNIT.** An accessory dwelling unit that is no more than 500 square feet in size and is contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

**LIVING AREA.** The interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

**MAIN UNIT.** The existing single-family or multiple-family dwelling unit currently on the lot.

(B) *General Requirements.* An accessory dwelling unit may be allowed by administrative use permit in single-family and multiple-family zoning districts. No building permit shall be issued for an accessory dwelling unit until an administrative use

permit has been approved by the Zoning Administrator. A building permit shall be issued within 120 days of receipt of an application if all of the following development standards are met:

- 1) The lot is zoned for single-family or multi-family residential use and is improved with a single-family dwelling unit.
- 2) There shall be no more than one accessory dwelling unit per legal parcel.
- 3) The lot on which the accessory dwelling unit is to be placed shall not be subdivided and neither unit can be sold independently of the other. The City shall require recordation of a deed restriction setting forth this subdivision limitation.
- 4) The lot on which an accessory dwelling unit is to be placed must be able to provide adequate sewer and water services for both the existing primary dwelling unit and the accessory dwelling unit as determined by the City Engineer. Approval by the Contra Costa County Health Department shall be required if a private sewage disposal system or well system is being used.
- 5) The accessory dwelling unit is architecturally compatible with the main unit, and the development of the accessory dwelling unit will maintain the appearance of a single-family residence (if located in a single-family neighborhood or zoning district);
- 6) The total combined maximum lot coverage ratio for the existing dwelling unit and the accessory dwelling unit and all accessory buildings located on the lot shall not exceed 60%;
- 7) The accessory dwelling unit may either be attached to the main unit, located within the living area of the main unit, or be detached from the main unit;
- 8) The floor area of an attached accessory dwelling unit may not exceed 50% of the floor area of the main unit, with a maximum increase in floor area of 1,200 square feet;
- 9) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
- 10) The floor area of a junior accessory dwelling unit may not exceed 500 square feet;
- 11) Height, setback, uniform building codes, architectural review, site plan review, and other similar land use requirements of this Code pertaining to main units shall apply to accessory dwelling units. A setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage. No setback shall be required for an existing garage that is converted to an accessory dwelling unit.
- 12) No passageway shall be required in conjunction with construction of an accessory dwelling unit.
- 13) Junior accessory dwelling units are limited to one per residential lot zoned for single-family residences with a single-family residence already built on the lot.
- 14) Junior accessory dwelling units must be constructed within the existing walls of the structure and must include an existing bedroom.
- 15) Junior accessory dwelling units must include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

- 16) Junior accessory dwelling units may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- 17) Junior accessory dwelling units must include an efficiency kitchen, which shall include:
  - a) a sink with a maximum waste line diameter of 1.5 inches;
  - b) a cooking facility with appliances that do not require electrical service greater than 120 volts, or natural gas or propane;
  - c) a food preparation counter and storage cabinets that are of reasonable size in relation to junior accessory dwelling unit.
- 18) Parking.
  - a) One additional standard off street parking space shall be provided per unit or per bedroom. The additional space may be in tandem, or on an existing driveway.
  - b) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the off-street parking spaces are required to be replaced per the requirements of §9-5.1703.1, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.
  - c) The requirement for off-street parking may be waived for an accessory dwelling unit in any of the following instances:
    - i) Lots developed prior to January, 1964, that have a minimum parcel size of less than 6,000 square feet, provided that compliance with the parking requirements of this section could not be accomplished;
  - d) Parking standards shall not be imposed in the following instances:
    - i) The accessory dwelling unit is a Junior Accessory Dwelling as defined in this section or located in an existing accessory structure;
    - ii) The accessory dwelling unit is located within one-half mile of public transit;
    - iii) There is a car share vehicle located within one block of the accessory dwelling unit.
    - iv) The accessory dwelling unit is located within an architecturally and historically significant historic district.
    - v) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- 19) The rear yard setback for accessory dwelling units may be reduced to 10 feet. Either the accessory dwelling unit or the main unit may be permitted to face the rear of the other structure, and the accessory dwelling unit may be permitted closer than 10 feet from the main unit where it can be shown that the site design will be improved;
- 20) Accessory dwelling units are not required to provide fire sprinklers if they are not required for the primary residence;
- 21) The main unit shall comply with applicable Building Code requirements for detached dwellings.
- 22) The accessory dwelling unit shall have a permanent foundation.

- (C) *Residential Allocation Exemption.* The issuance of administrative use permits for accessory dwelling units shall be exempt from the provisions of Article 40 of this Code, and such permits are exempt from any other growth control limits. This provision is a requirement of state law (Chapter 1062 of the 2002 Statutes). If such requirement is rescinded, this exemption may be eliminated by the City Council.
- (D) *Occupancy.* The owner of the parcel upon which the accessory dwelling unit or junior accessory dwelling unit is located must occupy either the main unit or the accessory dwelling unit or junior accessory dwelling unit, as applicable. Accessory dwelling units may be used for rentals of terms longer than 30 days. Owner occupancy of a junior accessory dwelling unit shall not be required if the owner is another governmental agency, land trust, or housing organization.
- (E) *Deed Restrictions.* Before obtaining a building permit for an accessory dwelling unit, the applicant shall do the following:
- 1) Enter into an agreement of restrictions with the City that refers to the deed under which the property was acquired by the applicant and provides the following:
    - a) The second unit shall not be sold separately;
    - b) The second unit is restricted to the maximum size allowed under Ordinance Code Section § 9-5.3805 (C);
    - c) The restrictions are binding upon any successor in ownership of the property and lack of compliance may result in legal action by the County against the property owner.
  - 2) Record the agreement with the County Recorder.
  - 3) Prepare a disclosure statement that shall be included in any future offer or sale documents. The statement shall read as follows: "You are purchasing a property with a permit for a second residential unit. This permit carries with it certain restrictions that must be met by the owner of the property. You are prohibited from selling the second unit separately. The second unit is restricted to the maximum size allowed under City of Antioch Zoning Ordinance Code Section § 9-5.3805 (C). The permit is available from the current owner or from the City of Antioch Community Development Department."
- (F) This section is adopted consistent with, and as required by, state law.

**SECTION 5. CEQA.**

Pursuant to Public Resources Code section 21080.17, the adoption of an ordinance to implement the provisions of Government Code Section 65852.1 and Section 65852.2 is exempt from the California Environmental Quality Act (CEQA).

**SECTION 6. Publication; Effective Date.**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon



passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

**SECTION 7. Severability.**

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 13<sup>th</sup> day of December, and passed and adopted at a regular meeting thereof, held on the 10<sup>th</sup> day of January 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Arne Simonsen, City Clerk of the City of Antioch**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Forrest Ebbs, Community Development Director *FE*

**SUBJECT:** Adoption of the 2016 California Building Standards Codes and Local Amendments

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### **RECOMMENDED ACTION**

It is recommended that the City Council take the following action:

1. Adopt the Ordinance amending and adding specific Local Amendments to chapters of Title 8 of the Antioch Municipal Code, adopting by reference the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Codes and related model codes and amending Chapters 1 through 19 to the Antioch Municipal Code with Appendices and Amendments, and
2. Adopt the Ordinance amending Section 6-3.2 of the Antioch Municipal Code, dealing with the Diversion Rate and Thresholds for Covered Projects under the Construction and Demolition Debris Recycling Ordinance.

### **STRATEGIC PURPOSE**

This action will forward Long Term Goal G: Planning, Entitlements, and Permitting, by providing consistent and efficient entitlement, permitting, and development services to the public. The use of a common building code simplifies the permit application process, which is a direct benefit to the City and the public.

### **DISCUSSION**

The adoption of an Ordinance requires two separate readings. The subject Ordinance was introduced at the December 13, 2016 City Council meeting. This second reading will finalize the adoption of this Ordinance.

### **ATTACHMENTS**

- A. Ordinance Amending Chapters of Title 8 of the Antioch Municipal Code
- B. Ordinance Amending Section 6-3.2 of the Antioch Municipal Code

# ATTACHMENT "A"

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SPECIFIED CHAPTERS OF TITLE 8 "BUILDING REGULATIONS" OF THE ANTIOCH MUNICIPAL CODE, ADOPTING BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODES AND RELATED MODEL CODES TO THE ANTIOCH MUNICIPAL CODE WITH APPENDICES AND AMENDMENTS THERETO**

**SECTION 1.** Section 8-1 of the Antioch Municipal Code is hereby amended to read in its entirety as follows:

**Sec. 8-1.01. Adoption of the 2016 California Building Code.**

The California Building Code, 2016 Edition, based on the 2015 International Building Code, published by the International Code Council (ICC), as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Also adopted by reference are Appendix Chapter 1 Administrative; Appendix Chapter I; Patio Covers, and Appendix Chapters J; Grading. Copies are on file in the offices of the Building Official.

**SECTION 2.** Section 8-3.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-3.01. Adoption of the 2016 California Electrical Code.**

The California Electrical Code, 2016 Edition, based on the 2014 Edition of the National Electrical Code published by the National Fire Protection Association, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 3.** Section 8-4.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-4.01. Adoption of the 2016 California Residential Building Code.**

The California Residential Building Code, 2016 Edition, based on the 2015 International Residential Code, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 4.** Section 8-5.01 of the Antioch Municipal Code is hereby amended to read as follows:

**Sec. 8-5.01. Adoption of the 2016 California Plumbing Code.**

(A) The California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Copies are on file in the offices of the Building Official.

(B) In addition, The California Plumbing Code, 2016 Edition, Section 1210.18 shall include the following, "All new single and multiple family dwelling construction shall be equipped with an Earthquake-Actuated Gas Shutoff Valve installed as per this code".

**SECTION 5.** Section 8-7.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-7.01. Adoption of the 2016 California Green Building Standards Code.**

The 2016 California Green Building Standards Code, published by the State of California, Department of Housing and Community Development, Division of Codes and Standards, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 6.** Section 8-8.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-8.01. Adoption of the 2016 California Mechanical Code.**

The California Mechanical Code, 2016, published by the International Association of Plumbing and Mechanical Officials, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, is hereby adopted by reference. Also adopted by reference are Appendix Chapters A, B, C, and D. Copies are on file in the offices of the Building Official.

**SECTION 7.** Section 8-11.01 of the Antioch Municipal Code is hereby amended to read as follows:

**Sec. 8-11.01. Adoption of the 2016 California Energy Code.**

The 2016 California Energy Code, published by the State of California, Department of Housing and Community Development, Division of Codes and Standards, as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 8.** Section 8-15.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-16.01. Adoption of the 2016 California Fire Code.**

**(A)** The 2016 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2015 International Fire Code published by the International Code Council]), including Chapters 1-37 and 48-49, Appendix Chapter 4, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, and Appendix J are adopted by reference and shall be controlling and enforceable within the Jurisdictional boundaries of the City.

**(B)** In addition, those amendments to the California Fire Code adopted by the Contra Costa County Fire Protection District pursuant to Ordinance Number 2016-23 are adopted by reference and shall be controlling and enforceable within the jurisdictional boundaries of the City. Copies of the 2016 California Fire Code and Contra Costa Fire Protection District Ordinance 2016-23 are on file with the Community Development Department.

**SECTION 9.** Section 8-16.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-16.01. Adoption of the 2016 California Historical Building Code.**

The 2016 California Historical Code published by the International Code Council, as adopted and amended by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 10.** Section 8-17.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-17.01. Adoption of the 2016 California Existing Buildings Code.**

The 2016 California Existing Buildings Code based on the 2015 International Existing Buildings Code published by the International Code Council, as adopted and amended by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 11.** Section 8-18.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-18.01. Adoption of the 2016 California Referenced Standards Code.**

The 2016 California Referenced Standards Code published by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 12.** Section 8-19.01 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

**Sec. 8-19.01. Adoption of the 2016 California Administrative Code.**

The 2016 California Administrative Code published by the California Building Standards Commission in the California Building Standards Code; Title 24 of the California Code of Regulations is hereby adopted by reference. Copies are on file in the offices of the Building Official.

**SECTION 13.** This Ordinance shall take effect and be enforced beginning January 1, 2017. The Ordinance or summary shall be posted and published in a newspaper of general circulation printed and published in the City of Antioch as set forth in State Law.

**SECTION 14.** The Building Official shall file a copy of this Ordinance with the State Department of Housing and Community Development and the State of California Building Standards Commission.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 13th day of December, 2016, and passed and adopted at a regular meeting thereof, held on the 10th day of January, 2017.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Arne Simonsen, City Clerk of the City of Antioch**

**ATTACHMENT "B"**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REPEALING AND RE-ENACTING ARTICLE II OF CHAPTER 3 OF TITLE 6 OF THE ANTIOCH MUNICIPAL CODE, DEALING WITH CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING**

The City Council of the City of Antioch does ordain as follows:

**SECTION 1.** Article II of Chapter 3 of Title 6 of the Antioch Municipal Code heading is hereby repealed.

**SECTION 2.** Article II of Chapter 3 of Title 6 of the Antioch Municipal Code is hereby reenacted to read as follows:

***Article II: Construction and demolition debris recycling***

**Sections:**

<b>6-3.201</b>	<b>Definitions</b>
<b>6-3.202</b>	<b>Threshold for Covered Projects</b>
<b>6-3.203</b>	<b>Submission of Waste Management Plan</b>
<b>6-3.204</b>	<b>Review of Waste Management Plan</b>
<b>6-3.205</b>	<b>Infeasibility Exemption</b>
<b>6-3.206</b>	<b>Submittal of Completed Waste Management Plan</b>
<b>6-3.207</b>	<b>Appeal</b>

**6-3.201 Definitions**

For the purposes of Article, the following definitions shall apply:

A. "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake construction, demolition, or renovation project within the City.

B. "Construction" means the building of any facility or structure or any portion thereof including tenant improvements to an existing facility or structure.

C. "Construction and Demolition Debris" or "C&D Debris" means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure.



D. "Conversion Rate" means the California Integrated Waste Management's accepted conversion rate used in estimating the volume or weight of materials identified in a Waste Management Plan.

E. "Covered Project" shall have the meaning set forth in Section 6-3.202 and must comply with the 2016 California Green Building Standards Code (CALGreen) and any future changes made to the threshold for covered projects under that code.

F "Deconstruction" means the process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

G. "Demolition" means the decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

H. "Divert" means to use material for any purpose other than disposal in a landfill or transformation facility.

I. "Diversion Requirement" means the redirection from the waste stream of at least 65 percent of the total Construction and Demolition Debris generated by a Project via reuse or recycling, and must comply with the 2016 California Green Building Standards Code (CALGreen) and any future changes made to the diversion rate under that code unless the Applicant has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the WMP Compliance Official for the Project.

J. "Noncovered Project" shall have the meaning set forth in Section 6-3.202 (B).

K. "Project" means any activity, which requires an application for a building or demolition permit, or any similar permit from the City.

L. "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

M. "Renovation" means any change, addition, or modification in an existing structure.

N. "Reuse" means further or repeated use of materials in their original form.

O. "Salvage" means the controlled removal of Construction or Demolition Debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

P. "Tenant improvements" means a "project" involving structural or other modifications of an existing property resulting in the generation of C&D Debris. "Total costs" means the total construction value of the project using standard commercial and residential valuation formulas.

Q. "Vendor" means a hauler of commercial recycling materials authorized by the City of Antioch.

R. "Waste Management Plan" means a completed WMP form, approved by the City for the purpose of compliance with this Article, submitted by the Applicant for any Covered Project. Prior to project start, the WMP shall identify the types of C&D Debris materials that will be generated for disposal and recycling. A completed WMP contains actual weight or volume of the material disposed or recycled.

S. "WMP Compliance Official" means the Community Development Director or his or her designee.

### **6-3.202 Threshold for Covered Projects**

#### **A. Covered Projects:**

The following projects shall comply with this Article:

1. All new structures
2. All permitted non-residential additions and alterations
3. Permitted residential additions or alterations that add to the conditioned area of the property
4. Demolition of any structure or portion of a structure larger than 120 square feet

For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the WMP Compliance Official, shall be deemed a single project.

**B. Noncovered Projects:** Applicants for construction, demolition, and renovation projects within the City which are not Covered Projects ("Noncovered Projects") shall be encouraged to divert as much project-related construction and demolition debris as possible

**C. Building and Demolition Permits:** No building, site development or demolition permit shall be issued for a Covered Project unless and until the WMP Compliance Official has approved a WMP for the project. Compliance with the provisions of this Article shall be listed as a condition of approval on any building, site development or demolition permit issued for a Covered Project.

**D. Projects sponsored by the City:** All Construction, Demolition and Renovation projects sponsored by the City shall be considered Covered Projects for the purposes of this chapter. The Project sponsor shall submit a WPM to the official prior to beginning any or activities and shall be subject to all applicable provisions of this chapter.

### **6-3.203 Submission of Waste Management Plan**

**A. WMP Forms:** Applicants for building, demolition, or site development permits involving any Covered Project shall complete and submit a Waste Management Plan ("WMP"), on a WMP form approved by the City for this purpose as part of the application packet for the building, demolition, or site development permit. The completed WMP shall indicate all of the following:

1. A list of the C&D Debris material types, to be generated;
2. The vendor or facility that the Applicant proposes to use to collect or receive the materials; and
3. Acknowledgement of responsibility - The WMP shall be signed by both the contractor and owner indicating that 1) understanding of consequences of not meeting the Diversion Requirement including being subject to fines and 2) they are responsible for the actions of their subcontractors with regard to this diversion requirement.

**B. Deconstruction:** In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertable C&D debris and included in the amount of waste generated.

### **6-3.204 Review of Waste Management Plan**

**A. Approval:** Notwithstanding any other provision of this Code, no building, demolition, or site development permits shall be issued for any Covered Project, nor shall any demolition, construction or renovation take place on any Covered Project, unless and until the WMP Compliance Official has approved the WMP. The WMP Compliance Official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

1. The WMP provides all of the information required by this Article;

2. The WMP indicates that Diversion Requirement for all C&D debris generated by the Project will be met.

If the WMP Compliance Official determines that these two conditions have been met, he or she shall mark the WMP "Approved" and return a copy of the WMP to the Applicant.

**B. Nonapproval:** If the WMP Compliance Official determines that the WMP fails to 1) list all C&D materials to be generated, 2) indicate that Diversion Requirement will be met, or 3) have both the contractor's and owner's signatures, he or she shall either:

1. Return the WMP to the Applicant marked "Denied," including a statement of reasons, or
2. Return the WMP to the Applicant marked "Further Explanation Required", or
3. Return the WMP to the Applicant marked "Temporary Permit" which will be valid for the period specified.

#### **6-3.205 Infeasibility Exemption**

**A. Application:** If an Applicant for a Covered Project experiences unique circumstances that the Applicant believes make it infeasible to comply with the Diversion Requirement, the Applicant may apply for an exemption at the time that he or she submits the WMP. Increased costs to the Applicant generally will not be a sufficient basis for an exemption unless such costs are extraordinary. The Applicant shall indicate on the WMP the maximum amount of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the Diversion Requirement.

**B. Meeting with WMP Compliance Official:** The WMP Compliance Official shall review the information supplied by the Applicant and may meet with the Applicant to discuss possible ways of meeting the Diversion Requirement. Upon request of the City, the WMP Compliance Official may request the staff from the Solid Waste Division attend this meeting or may require the Applicant to request a separate meeting with Solid Waste Division staff. Based on the information supplied by the Applicant and, if applicable, Solid Waste Division staff, the WMP Compliance Official shall determine whether it is possible for the Applicant to meet the Diversion Requirement.

**C. Granting of Exemption:** If the WMP Compliance Official determines that it is infeasible for the Applicant to meet the Diversion Requirement due to unique circumstances, he or she shall establish a minimum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Applicant. The

WMP Compliance Official shall return a copy of the WMP to the Applicant marked "Approved for Infeasible Exemption".

**D. Denial of Exemption:** If the WMP Compliance Official determines that it is feasible for the Applicant to meet the Diversion Requirement, he or she shall so inform the Applicant in writing. The Applicant shall have 30 days to resubmit a WMP form.

### **6-3.206 Submittal of Completed Waste Management Plan**

**A. Documentation.** No permit or approvals related to the project site shall be issued by the City until the applicant complies with the provisions of this section. The completed WMP must be approved prior to final occupancy. A temporary occupancy may be granted by the Building Official.

The applicant shall submit documentation along with a completed WMP that documents the Diversion requirement for the Project has been met to the City Compliance Official in order to receive final occupancy approval. This documentation shall include the following:

1. The completed WMP submitted for approval shall list for each construction and demolition material type generated the actual material volume or weight the Project generated and receipts from both the disposal and recycling facilities and/or licensed haulers and Vendors that received each material showing clearly whether the material was disposed or recycled;
2. Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with this Article.

**B. Weighing of Wastes:** Applicants shall make reasonable efforts to ensure that all C&D debris diverted or landfilled are measured and recorded using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used.

**C. Determination of Compliance and Release of Permit:** The WMP Compliance Official shall review the information submitted under subsection (a) of this Section and determine whether the Applicant has complied with the Diversion Requirement, as follows:

1. Full Compliance: If the WMP Compliance Officer determines that the Applicant has fully complied with the Diversion Requirement applicable to the Project, he or she shall indicate such compliance on the WMP.
2. Good Faith Effort to Comply: If the WMP Compliance Official determines that the Diversion Requirement has not been achieved, he or she shall determine on a case-by-case basis whether the Applicant has made a good faith effort to comply with this Article. In making this determination, the WMP Compliance Official shall consider the availability of markets for the C&D debris landfilled, the size of the Project, and the documented efforts of the Applicant to divert C&D debris. If the WMP Compliance Official determines that the Applicant has made a good faith effort to comply with this Article, he or she shall so indicate on the WMP.
3. Noncompliance: If the WMP Compliance Official determines that the Applicant has not made a good faith effort to comply with this Article, or if the Applicant fails to submit the documentation required by subsection (a) of this Section within the required time period, then the Applicant shall be in violation of this Article and be liable for a civil penalty, including that authorized by §9-5.2707.1 of this Code, in addition to any other remedy provided by this Article.

### **6-3.207 Appeal**

Appeal of a determination made under this Article shall be made to the Director of Community Development or his or her designee.

**SECTION 3.** This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in the Contra Costa Times, a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 13th day of December 2016 and passed and adopted at a regular meeting thereof, held on the 10th day of January 2017.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**


\_\_\_\_\_  
**Arne Simonsen, City Clerk of the City of Antioch**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

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

**SUBJECT:** Resolution Approving the Class Specification Updates for the Management Bargaining Unit with no Salary Changes

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving class specification updates for the Management Bargaining Unit.

### **STRATEGIC PURPOSE**

**Strategy L-10:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

Approving the updates to the class specifications has no financial impact.

### **DISCUSSION**

The updates are for the Water Distribution Superintendent, Water Treatment Plant Superintendent and Collection Systems Superintendent class specifications

The updates for the Water Distribution Superintendent, Water Treatment Plant Superintendent and Collection Systems Superintendent include:

#### **Other Requirements:**

- Must assume full complement of management responsibility during all regular and after hours shifts.
- Must be able to respond to emergencies during off-hours
- Must be able to work after hours and extended shifts on an as needed basis, and/or as directed, respond to and oversee after hours work.

This update will ensure accountability and supervision for anything that may happen after hours. The Management Unit has approved the changes to the class



specifications. Exhibits A, B, and C show the highlighted changes to the class specifications.

**ATTACHMENTS**

A. Resolution

Exhibit A to Resolution – Water Distribution Superintendent Class Specification

Exhibit B to Resolution – Water Treatment Plant Superintendent Class  
Specification

Exhibit C to Resolution – Collection Systems Superintendent Class  
Specification

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING CLASS SPECIFICATION UPDATES FOR THE MANAGEMENT  
BARGAINING UNIT WITHOUT ANY SALARY CHANGES**

**WHEREAS**, the City has an interest in updating the Class Specifications for Classifications; and

**WHEREAS**, Council has considered updated Class Specifications on a case-by-case basis as needed for recruitments; and

**WHEREAS**, the Management Unit has reviewed and approved the changes to the Class Specifications; and

**WHEREAS**, Department Management have reviewed and updated the descriptions to reflect current organizational structure and operational needs.

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

**Section 1.** That the Class Specification updates for the Management Bargaining Unit, which are attached hereto as “Exhibit A” Water Distribution Superintendent, “Exhibit B” Water Treatment Plant Superintendent and “Exhibit C” Collection Systems Superintendent; and

**Section 2.** That there is no adjustment to the established salary ranges; and

**Section 3.** That copies of this resolution be certified to all holders of the City of Antioch Employees’ Classification System.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**WATER DISTRIBUTION SUPERINTENDENT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Water Distribution Division within the Public Works Department including installation, maintenance, and repair of the City's water distribution system and non-potable water system, the cross connection control program, meter reading program, and warehouse operations; ensures compliance with local, state and federal regulations and requirements; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume management responsibility for assigned services and activities of the Water Distribution Division including planning, coordinating, organizing, directing, and evaluating the work of maintenance personnel engaged in the installation, maintenance, and repair of the City's water distribution system and non-potable water system, the cross connection control program, meter reading program, and warehouse operations.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for assigned staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate assigned personnel; develop, implement, and monitor a comprehensive safety program relative to division field activities; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Prepare and submit regular operations and maintenance reports and required regulatory reports to local, county, state, and federal agencies; ensure compliance consistent with all local, county, state, and federal codes, laws and regulations as related to the respective area of responsibility.

**CITY OF ANTIOCH**  
**WATER DISTRIBUTION SUPERINTENDENT (CONTINUED)**

8. Establish management reporting systems and ensure the availability of accurate data for the Computerized Maintenance Management System (CMMS); work with engineering staff to develop and implement capital projects for improvements to the distribution system.
9. Estimate time, materials, quantity and cost involved in assigned projects.
10. Obtain and review bids for supplies and outside contractual services; monitor and approve equipment purchases; order supplies and initiate purchase orders; assist staff in developing specifications as necessary.
11. Negotiate contracts with developers, consulting engineers, and water service customers; prepare and recommend adoption of ordinances which affect the water distribution system.
12. Work within a budget; code invoices for payment.
13. Schedule, plan, or review assignments within the department or for other departments on future planning projects.
14. Review or direct the review of distribution pipelines, hydrants, services and other distribution apparatuses by private developers and contractors.
15. Serve as the liaison for the Water Distribution Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
16. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
17. Provide responsible staff assistance to the Public Works Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to water distribution operations programs, policies, and procedures as appropriate.
18. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of water distribution, cross connection, meter reading, and warehouse operations; incorporate new developments as appropriate.
19. Respond to and resolve difficult and sensitive citizen inquiries and complaints; respond to claims submitted to the City for damages.
20. Must be willing to assume responsibility for 24/7 operations in assigned area of responsibility and to respond to all emergencies providing support to the primary person on standby during off-duty hours.
21. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operations, services, and activities of water distribution systems.
- Advanced methods and practices involved in the maintenance, repair and improvements of a water distribution system.

**CITY OF ANTIOCH**  
**WATER DISTRIBUTION SUPERINTENDENT (CONTINUED)**

- Modern principles, practices and techniques of equipment and tools used for the improvement and maintenance of water distribution systems.
- Procedures, methods, materials, and techniques used in construction of water system projects.
- Principles and practices of program development and administration.
- Principles and practices of cost, time and materials estimating.
- Modern and complex principles and practices of civil and utility engineering.
- Principles and practices of public works administration
- Safe work practices.
- Occupational hazards and standard safety practices.
- Methods and techniques for detailed report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of municipal budget preparation and administration.
- Principles and practices of supervision, training and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

- Oversee and participate in the management of a comprehensive water distribution program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Plan, organize, direct and evaluate the maintenance of a water distribution system and public works stores facility.
- Oversee the development of utility engineering designs.
- Administer a variety of utility construction projects and work effectively with a variety of community groups.
- Prepare and submit comprehensive and mandated reports.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Interpret and explain the City's water distribution policies and procedures
- Promote and enforce safe work practices.
- Minimize public and employee safety hazards by conforming to required codes.
- Safely and effectively operate the tools and equipment used in water distribution operations.
- Successfully operate various software programs as required using computers or other hand held devices.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

**Education and Experience Guidelines**

**Education/Training:**

High school diploma supplemented by college or university level courses with an

emphasis in civil engineering, environmental health or a related field.

**Experience:**

Six years of increasingly responsible experience involving processes, maintenance, and techniques applicable to a water distribution system including two years of administrative and supervisory experience.

**License or Certificate:**

Possession of an appropriate, valid driver's license.

Possession of State of California Department of Health Services (DOHS) Grade IV Water Distribution Operator Certificate.

Possession of a Cross-Connection Control Specialist certificate issued by the American Water Works Association is desirable.

**Other Requirements:**

Must assume full complement of management responsibility during all regular and after hours shifts.

Must be able to respond to emergencies during off-hours.

Must be able to work after hours and extended shifts on an as needed basis, and/or as directed, respond to and oversee after hours work.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2007

Revised: September 2013, January 2017

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing

**CITY OF ANTIOCH**  
**WATER DISTRIBUTION SUPERINTENDENT (CONTINUED)**

business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

**WATER TREATMENT PLANT SUPERINTENDENT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Water Treatment Plant Division within the Public Works Department including the operation and maintenance of the water treatment plants, sludge handling facility, pump stations, reservoirs, and laboratory; ensures current and future City compliance with all local, state, and federal regulations; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume management responsibility for assigned services and activities of the Water Treatment Plant Division including the operation and maintenance of the water treatment plants, sludge handling facility, pump stations, reservoirs, and laboratory; ensure systems are maintained and operated in accordance with applicable water quality practices; ensure current and future City compliance with all local, state, and federal regulations.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for water treatment staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate water treatment personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Review plans and specifications of work to be done by city personnel and outside contractors; estimate time, material, and labor required for projects, as necessary.
8. Meet with engineers and other City personnel to coordinate activities or exchange information.



**CITY OF ANTIOCH**  
**WATER TREATMENT PLANT SUPERINTENDENT (CONTINUED)**

9. Inspect facilities and infrastructures; visit work sites to monitor progress and quality of work performed, provide direction, and assist in resolving problems encountered in the treatment plant; inspect tools and equipment for proper use and care.
10. Direct and coordinate laboratory sampling and analysis of City water supply; review analysis results and implement follow-up action to correct any water quality deficiencies, as necessary.
11. Prepare and submit required regulatory reports to local, county, state and federal agencies related to water production and testing and ensure compliance consistent with all local, county, state and federal codes, laws and regulations as related to the respective area of responsibility; maintain and prepare records of work activities.
12. Instruct subordinates in standard safety measures in the proper and safe use of machinery, equipment and tools.
13. Serve as the liaison for the Water Treatment Plant Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
14. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
15. Provide responsible staff assistance to the Public Works Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to water treatment plant programs, policies, and procedures as appropriate.
16. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the field of water treatment; incorporate new developments as appropriate.
17. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
18. Must be willing to assume responsibility for 24-hour operations in assigned area of responsibility and to respond to all emergencies providing support to the primary person on standby during off-duty hours.
19. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operations, services, and activities of a water treatment plant and laboratory.
- Advanced principles, practices, and procedures used in the operation and maintenance of a water treatment facility and system including laboratory testing requirements and hydraulics.
- Methods and techniques used in water treatment and water system maintenance, construction, and repair work.
- Principles and practices of program development and administration.

**CITY OF ANTIOCH**  
**WATER TREATMENT PLANT SUPERINTENDENT (CONTINUED)**

- Advanced methods, equipment, chemicals and materials used in the treatment, storage, and distribution of water.
- Advanced methods and techniques of water sampling and routine testing.
- Safe handling procedures for water treatment chemicals.
- Operational characteristics of water treatment plant and laboratory tools and equipment.
- State health standard requirements; chemical analysis.
- City piping and water distribution grid system.
- Pumps and motors and general understanding of electronic telemetering devices.
- Occupational hazards and standard safety practices.
- Methods and techniques for detailed report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of municipal budget preparation and administration.
- Principles and practices of supervision, training and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

- Oversee and participate in the management of water treatment plant and laboratory activities and operations.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Manage multiple tasks and projects.
- Prioritize work loads and goals.
- Operate a variety of equipment and tools necessary to maintain the water treatment plant and laboratory.
- Ensure compliance with regulatory agency testing and reporting.
- Read and interpret maps, plans, sketches, schematics, diagrams, and blueprints.
- Ensure adherence to established safety rules, regulations and guidelines.
- Successfully operate various software programs as required using computers or other types of hand held devices.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by college level course work in water treatment, chemistry, microbiology, physical science, or a related field.

**Experience:**

**CITY OF ANTIOCH  
WATER TREATMENT PLANT SUPERINTENDENT (CONTINUED)**

Five years of increasingly responsible experience in work involving water system operations and/or maintenance including two years of administrative and supervisory responsibility.

**License or Certificate:**

Possession of an appropriate, valid driver's license.

Possession of a valid Grade T5 Water Treatment Operator Certificate issued by the State of California, Department of Health Services.

**Other Requirements:**

Must assume full complement of management responsibility during all regular and after hours shifts.

Must be able to respond to emergencies during off-hours.

Must be able to work after hours and extended shifts on an as needed basis, and/or as directed, respond to and oversee after hours work.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

FLSA: Exempt

February 1990

Revised: September 2013, January 2017

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

**COLLECTION SYSTEMS SUPERINTENDENT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Collection Systems/NPDES Division within the Public Works Department including maintenance and repair of the City's wastewater and storm water systems, facilities and related equipment; ensures compliance with **local**, state and federal regulations and requirements; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume management responsibility for assigned services and activities of the Collection Systems/NPDES Division including planning, coordinating, organizing, directing, and evaluating the work of maintenance personnel engaged in the maintenance, repair, and improvements of the City's wastewater and storm water collection activities, including the operation of the sewer and storm water collection system, pumping facilities, and storm channels.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for assigned staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Select, train, motivate, and evaluate assigned personnel; develop, implement, and monitor a comprehensive safety program relative to division field activities; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
6. Oversee and participate in the development and administration of the Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
7. Establish, implement, and monitor a preventive maintenance program with responsibility for division staff and equipment to include inspection, cleaning, and repair of the City's assets relating to the collection and storm water systems.

**CITY OF ANTIOCH  
COLLECTION SYSTEMS SUPERINTENDENT (CONTINUED)**

8. Prepare and submit regular operations and maintenance reports and required regulatory reports to consultant and local, county, state, and federal agencies; ensure compliance consistent with all local, county, state, and federal codes, laws and regulations as related to the respective area of responsibility.
9. Establish management reporting systems and ensure the availability of accurate data for the Computerized Maintenance Management System (CMMS); work with engineering staff to develop and implement capital projects for improvements and expansion of the collection and storm water systems.
10. Estimate time, materials, quantity, and cost involved in assigned projects.
11. Develop bid specs and obtain and review bids for chemicals, supplies, and outside contractual services; monitor and approve equipment purchases; order supplies and initiate purchase orders; assist staff in developing specifications as necessary.
12. Serve as the liaison for the Collection Systems/NPDES Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
13. Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
14. Provide responsible staff assistance to the Public Works Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to collection systems/NPDES operations programs, policies, and procedures as appropriate.
15. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of wastewater and NPDES operations; incorporate new developments as appropriate.
16. Respond to and resolve difficult and sensitive citizen inquiries and complaints; respond to claims submitted to the City for damages.
17. Must be willing to assume responsibility for 24-hour operations in assigned area of responsibility and to respond to all emergencies providing support to the primary person on standby during off-duty hours.
18. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operations, services, and activities of a comprehensive municipal collection systems and NPDES program.
- Advanced methods, practices, procedures and materials used in the construction, maintenance, operation, repair and improvements of municipal wastewater collection, storm channels and related facilities.

**CITY OF ANTIOCH  
COLLECTION SYSTEMS SUPERINTENDENT (CONTINUED)**

- Modern principles, practices and techniques of equipment and tools used for the improvement and maintenance of collection systems.
- Principles and practices of program development and administration.
- Principles and practices of cost, time and materials estimating.
- Methods and techniques for detailed report preparation and writing; office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets and databases.
- Principles and practices of public works administration.
- Safe work practices.
- Occupational hazards and standard safety practices.
- Methods and techniques for detailed report preparation and writing.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of municipal budget preparation and administration.
- Principles and practices of supervision, training and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

- Oversee and participate in the management of a comprehensive collection systems and NPDES program.
- Oversee, direct, and coordinate the work of lower level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Oversee the development of utility engineering designs.
- Plan, organize, direct, and evaluate the maintenance of wastewater and storm water collection systems.
- Provide for a program of regular inspection, preventive maintenance, and reporting; develop performance measures and implement objectives to meet City goals.
- Administer a variety of utility construction projects and work effectively with a variety of community groups.
- Take coaching, instruction, and feedback with a cooperative and positive attitude.
- Prepare and submit comprehensive and mandated reports.
- Interpret and explain the City's wastewater collection and NPDES policies and procedures.
- Interpret and apply Federal, State, and local policies, laws, and regulations.
- Promote and enforce safe work practices.
- Safely and effectively operate the tools and equipment used in collection systems and NPDES operations.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

**Education/Training:**

Equivalent to the completion of the twelfth grade supplemented by college level course work in engineering, environmental science, or a related field.

**Experience:**

Six years of increasingly responsible experience involving processes, maintenance, and techniques applicable to a wastewater and storm water collection systems including two years of administrative and supervisory experience.

**License or Certificate:**

Possession of an appropriate, valid driver's license.

Possession of a Grade IV Collection System Maintenance certificate issued by the California Water Environment Association (CWEA) within twelve (12) months of appointment.

**Other Requirements**

Must assume full complement of management responsibility during all regular and after hours shifts.

Must be able to respond to emergencies during off-hours.

Must be able to work after hours and extended shifts on an as needed basis, and/or as directed, respond to and oversee after hours work.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be exposed to inclement weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2007

Revised: September 2013; March 2015; January 2017

**CITY OF ANTIOCH  
COLLECTION SYSTEMS SUPERINTENDENT (CONTINUED)**

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

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

**SUBJECT:** Resolutions Approving the Memorandums of Understandings (MOU's) Between the City of Antioch and Public Employees' Representatives and Acknowledge the City Manager and Public Employees' Representatives Execution of the MOU(s).

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the following resolutions:

- 1) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Antioch Police Officers Association (APOA); and
- 2) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Operating Engineers Local Union No. 3 (OE3); and
- 3) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Management Unit; and
- 4) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Confidential Unit; and
- 5) Approving the Memorandum of Understanding (MOU) between the City of Antioch and Antioch Police Sworn Management Association (APSMA); and
- 6) Acknowledge the City Manager and Public Employees' Representatives execution of the MOU's.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

On November 22, 2016 the City Council adopted the following resolutions:

- Resolution No. 2016/138 and No. 2016/139 approving the Side Letter and Tentative Agreement with the APOA resulting in an estimated fiscal impact for FY2016/17 of \$100,816 for the Side Letter and \$1,579,605 for the Tentative Agreement;
- Resolution No. 2016/137 approving the Tentative Agreement with OE3 resulting in an estimated fiscal impact for FY2016/17 of \$113,524 of this amount \$55,073 is General Fund;
- Resolution No. 2016/141 approving the Tentative Agreement with the Management Unit resulting in an estimated fiscal impact for FY2016/17 of \$122,253;
- Resolution No. 2016/136 approving the Tentative Agreement with the Confidential Unit resulting in an estimated fiscal impact for FY2016/17 of \$28,903;
- Resolution No. 2016/140 approving the Tentative Agreement with APSMA resulting in an estimated fiscal impact for FY2016/17 of \$12,063.

Since the adoption of the Side Letter and Tentative Agreements, any fiscal impact for FY2016/17 has been incorporated into the FY2016/17 Budget.

### **DISCUSSION**

The APOA, OE3, Management Unit, Confidential Unit, and APSMA negotiated in good faith with the City to establish new Terms and Conditions of Employment for Bargaining Unit Employees that would be effective following the expiration of the parties prior MOU. The APOA, OE3, Management Unit, Confidential Unit, and APSMA reached Tentative Agreements that were ratified by each respective membership and presented to the City Council for approval at the City Council's regular meeting on November 22, 2016. As stated in the Fiscal Impact Section the City Council adopted resolutions approving and accepting the Side Letter and all Tentative Agreements for APOA, OE3, Management Unit, Confidential Unit, and APSMA.

As stated in each of the Bargaining Units Staff Reports to City Council on November 22, 2016 (Attachment F), "the existing MOU will continue as modified by the terms of the Tentative Agreement until the MOU is completed". The reason the Tentative Agreements were brought to City Council is that Government Code Section 3505.1 was amended to eliminate the presentation of a written MOU to the governing body for determination. Instead, the governing body is required to vote to accept or reject the Tentative Agreement(s). Also, specified in Government Code Section 3505.1, if the governing body adopts the Tentative Agreement, the parties shall jointly prepare a written Memorandum of Understanding.

Attachments A through E are the MOU's that reflect the Side Letter and Tentative Agreements for each of the Bargaining Units.

**ATTACHMENTS**

- A. Resolution - Antioch Police Officers Association (APOA)  
Exhibit 1 to Resolution – (MOU) Memorandum of Understanding
- B. Resolution - Operating Engineers Local Union No. 3 (OE3)  
Exhibit 1 to Resolution – (MOU) Memorandum of Understanding
- C. Resolution - Management Unit  
Exhibit 1 to Resolution – (MOU) Memorandum of Understanding
- D. Resolution - Confidential Unit  
Exhibit 1 to Resolution – (MOU) Memorandum of Understanding
- E. Resolution - Antioch Police Sworn Management Association (APSMA)  
Exhibit 1 to Resolution – (MOU) Memorandum of Understanding
- F. November 22, 2016 Council Meeting Staff Reports for APOA, OE3, Management Unit, Confidential Unit, and APSMA.

# **"ATTACHMENT A"**

## **RESOLUTION NO. 2017/\*\***

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD OF SEPTEMBER 1, 2016 – AUGUST 31, 2021, AND ACKNOWLEDGING THE CITY MANAGER AND APOA REPRESENTATIVES EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and the Antioch Police Officers Association (APOA) had a Memorandum of Understanding covering the period of September 1, 2007 – August 31, 2013 with a Letter of Understanding dated March 6, 2012 agreeing to modify the MOU extending the period to August 31, 2016; and

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

**WHEREAS**, representatives of the City and APOA reached a Total Tentative Agreement, along with a Side Letter, for a successor Memorandum of Understanding for the period of September 1, 2016 through August 31, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/139. and Resolution No. 2016/138 (for the Side Letter).

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Antioch Police Officers Association (APOA) for the period of September 1, 2016 – August 31, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and APOA Representatives Execution of the MOU.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**"EXHIBIT 1"**

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF ANTIOCH**

**and**

**ANTIOCH POLICE OFFICERS' ASSOCIATION**

**SEPTEMBER 1, 2016 - AUGUST 31, 2021**

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## PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the "Agreement" or "MOU" is entered into by the City of Antioch, hereinafter referred to as the "City", and the Antioch Police Officers' Association, hereinafter referred to as the "Association" or "APOA", has as its purpose the promotion of harmonious labor relations between the City and the Association; the establishment of equitable and peaceful procedures for the resolution of the differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The terms "Agreement" and "MOU" as used herein mean the written Agreement provided under Section 3505.1 of the Government Code.

## ARTICLE I

### RECOGNITION AND COVERAGE

The City hereby confirms its prior certification of the Association as the recognized employee organization for the employees in Representational Unit II, Police, as defined in the Antioch City Employees' Classification System. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to said employees as provided under the City's Employee-Employer Relations Policy and authorized by law.

The following classifications will be covered by this Agreement:

- Police Officer
- Police Corporal
- Police Sergeant
- Police Dispatcher
- Community Services Officer
- Lead Dispatcher

## ARTICLE II

### CITY RIGHTS

Except--and only to the extent--that specific provisions of this Agreement or Section 3500 et seq. of the Government Code of the State of California require otherwise, the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:

- A. To determine the organization of the agency.
- B. To determine and change the purpose and extent of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the agency.
- D. To set standards for service to be offered to the public.
- E. To direct the employees of the agency, including the right to assign work and overtime.
- F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the agency.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons.
- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
- J. To establish, modify, combine or abolish job positions and classifications.
- K. To change or eliminate existing methods of operation, equipment or facilities.
- L. To create, modify or delete departmental rules and regulations.
- M. To contract or subcontract work.

Those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

ARTICLE III

ASSOCIATION RIGHTS

- 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.
  
- C. The City and Association agree that the President of the Association or a member of the Association designated in writing by the President, may be allowed reasonable release time away from his/her work duties, without loss of pay, to assist any Unit employee or employees in the investigation of facts and in presentation of grievances.

Provided that, no more than one such person may be allowed release time for the processing of each grievance. When designating a member of the Association pursuant to this section, the President shall provide the required written notice to the Chief of Police with a copy to the Human Resources Director.

## ARTICLE IV

### DISCRIMINATION

The City shall not interfere with or discriminate in any way against any employee by reason of his or her membership in, or activity approved by this Agreement, nor will the City discourage membership in the Association or encourage membership in any other employee organization.

The Association, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint, or coercion. The provisions of this Agreement shall be applied equally to all employees without discrimination as to sex/gender, race/color, national origin/ancestry, age, disability/medical condition, religion, veteran status, pregnancy, sexual orientation, marital status, or employee organization affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

## ARTICLE V

### HOURS OF WORK

#### A. Overtime

1. Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or delegated supervisor. All paid time shall count as time worked for the purpose of calculating overtime.
2. Overtime shall be logged on the established form showing project worked on, justification for the use of overtime rather than normal working hours, and the signature of the person authorizing.
3. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.
4. Employees shall have the option of taking overtime in pay or compensatory time off. When overtime is taken as compensatory time off, the compensatory time off shall accrue at the rate of one and one-half (1-1/2) times the overtime hours worked.
5. Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.
6. With the Department Head's approval, employees will be allowed to "cash out" up to sixty (60) hours of their accrued compensatory time during each calendar year.
7. The provisions of this Agreement are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.
8. Overtime on holidays shall be compensated at the holiday rate of pay in accordance with Article VII.B.

#### B. Call-Back Time

When an employee is required to return to work more than one (1) hour after the end of his/her normal shift or more than one (1) hour before his/her normal shift, a minimum of four (4) hours at the overtime rate shall be recorded.

Call-back pay shall be paid if the employee takes a portion of his/her scheduled shift off on either vacation or comp time and is required to return to work more than one (1) hour after completing the assigned scheduled shift or more than one (1) hour before starting the assigned scheduled shift.

Except for personnel assigned to the Narcotics Bureau or in emergency situations, as deemed by the Department, employees shall be eligible for call-back time if they do not receive at least twenty-four (24) hours advance notice of a work schedule change,

requiring them to return to work at a time other than their normally scheduled shift.

Any call back for subpoenaed appearances shall be applicable under Article V, Section D. (Court Appearance call back time.)

C. Stand by

(1) An employee assigned to Investigations, Traffic, Mobile Field Force or SWAT may be placed on standby. Employees placed on stand by shall receive Five percent of their regular hourly rate for each hour of standby: Employees shall receive a minimum of twenty- four hours of standby time pay when placed on standby for periods of less than twenty-four hours when on their normal day(s) off. The normal work hours for the employee placed on standby shall be used to determine the twenty-four hour period while on standby during their normal day(s) off.

Example:

Normal work hours; 0700 to 1700 hours

Friday On-duty 0700 to 1700 (employee to receive 14 hours of standby pay from 1700 Friday to 0700 Saturday)

Saturday Off-duty (employee to receive 24 hours of standby pay from 0700 Saturday to 0700 hours Sunday)

Sunday off Duty (employee to receive 24 hours of standby pay from 0700 Sunday to 0700 hours Monday)

Employees assigned to eight hour work days will receive a minimum of 16 hours of stand by pay when placed on stand by on their normal work day. Employees assigned to ten hour work days will receive a minimum of 14 hours of stand by pay when placed on stand by on their normal work day. Employees assigned to twelve hour work days will receive a minimum of 12 hours of stand by time when placed on stand by on their normal work day.

(2) An employee on stand by will at all time while so assigned be in such physical and mental condition within their ability to control to be able to report to work upon being contacted within ninety (90) minutes or driving time from home.

(3) Should an employee on stand by become unable to fulfill his/her obligation to report to duty for reasons beyond his/her control the employee will call Antioch Police Dispatch advising such. An employee who is unable to fulfill their stand by obligation will become exempt for the required minimums and only receive stand by pay for the hours they were on stand by.

(4) Should an employee not be able to fulfill his/her standby obligations as stated in (b) above the employee will forfeit the entire pay for the stand by assignment. Such forfeit will not apply in the event the employee has notified the Department pursuant to (c) above.

(5) Upon contact the employee shall be paid a minimum of four (4) hours at the over time rate of one and one-half times the employee's regular rate of pay. The employee's authorized/ordered standby compensation will not be reduced by any additional compensation received when required to report for duty or perform other authorized duties while on stand by.

(6) No employee shall be assigned to Stand-by for a period greater than two weeks (14 calendar days). After said two weeks the employee shall not be required to be placed on stand-by for a period of two weeks following unless agreed to by the employee and/or stand-by may be treated similarly as shift trades between employees with supervisor's approval. Employees placed on stand by shall be given eight hour notice prior to being placed on stand by.

(7) The City and the Association agree to meet on September 1, 2008 to discuss modifications to stand by. Only modifications that are jointly agreed upon will be adopted.

D. Court Appearances Call Back Time

(1) Court appearances that are outside of the employee's regular work shift or on the employee's regular day off, except court appearances that are covered by Article V, Section D. 1 below, shall be paid at the overtime rate of one and one-half times the employee's regular rate of pay for all court appearance hours worked, with a minimum of four hours paid.

(2) When a court appearance, which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off, is cancelled and more than a twenty-four hours notice of the cancellation is given by the Department to the employee, no Court Appearance Call Back Time compensation will be paid to the employee.

(3) When a court appearance, which has been scheduled to occur outside an employee's regular work shift or on the employee's regular day off, is cancelled less than a twenty-four hour period from appearance time and more than a two hour notice of cancellation is given by the Department to the employee, the employee shall be paid two hours at the overtime rate of one and one-half times the employee's regular rate of pay.

(4) When a court appearance, which has been scheduled to occur outside an employee's regular work or on the employee's regular day off, is cancelled and two hours or less notice of cancellation is given by the Department to the employee, the employee shall be paid four hours at the overtime rate of one and one-half times the employee's regular rate of pay.

(5) The time of personal contact or the time a message is left on the employee's provided contact phone number, Department's voice mail and Department's e-mail is considered adequate notice. An employee is not eligible for overtime compensation if notification falls within the parameters of D.2.

Department will redraft overtime cards.

E. Daylight Savings Time

The following schedule adjustments shall occur in the Spring and Fall of the year on the date of the time change to or from daylight savings time:



1. In the Spring of the year, if the shift assigned to ends at 0300 or later that shift will report to work one hour early.
2. In the Fall of the year, if the shift assigned to ends at 0300 or later that shift will report to work one hour later.

ARTICLE VI  
COMPENSATION

A. Salaries

Sworn:

Effective the first full pay period after September 1, 2016, salaries for the police officer classification shall be increased by 4.5%.

Effective the first full pay period after September 1, 2017, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2018, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2019, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2020, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3). For purposes of this provision, the City shall compare the top step officer salaries paid by the cities of Richmond, Walnut Creek, Pittsburg and Concord each August. The survey shall compare base salary only and shall subtract the percentage paid by employees towards their pension benefits in order to reflect the true salary.

Effective the first full payroll period after September 1, 2010 a differential of 12.5% shall be maintained between Police Officer and Police Corporal.

Effective the first full payroll period after September 1, 2010 a differential of 25% shall be maintained between Police Officer and Police Sergeant.

Non-Sworn

Effective the first full pay period after September 1, 2016, the salaries for community service officer classifications shall be increased by 2.5%.

Effective the first full pay period after September 1, 2017, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a

maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2018, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2019, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2020, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

#### B. Work In a Higher Classification

1. In order to receive additional compensation for working in a higher classification, the employee must be assigned by the Department Head or designated supervisor and assume and perform substantially all the duties and responsibilities of the position, and perform them for all or the greater part of the working day. Such compensation shall commence on the first working day in the higher class after the employee has previously worked in a higher class for a cumulative total of forty (40) hours for the purposes of training and after having received his/her Department Head's approval as to his/her ability to perform the work of the higher class.
2. Compensation for work in a higher classification shall consist of an additional five percent (5%) of salary, or the lowest salary step of the higher classification, whichever is greater, but not to exceed the highest salary step of the higher classification.

#### C. Shift Differential

Members shall be paid shift differential as follows:

##### Sworn

2-1/2% for swing shift when the majority of the shift is scheduled after 1600 hours.

5% for graveyard shift when the majority of the shift is scheduled after 2000 hours.

##### Non-Sworn

2-1/2% for swing shift when the majority of the shift is scheduled after 1600 hours.

5% for graveyard shift when the majority of the shift is scheduled after 2000 hours

## Sworn and Non-Sworn Members

Shift differential shall be paid for the actual hours worked during the scheduled shift. Shift differential is not applicable to overtime hours worked.

Shift differential is only applicable to all sworn and non-sworn employees assigned to the uniformed division. The City and the APOA agree to review and evaluate whether or not shift differential would be applicable if a permanent swing shift schedule is adopted for Investigations.

Police management reserves the right to rotate, transfer, or re-assign personnel from one shift to another, or from one bureau to another; therefore, no property right shall be attached to shift differential. Any rotation, transfer or re-assignment shall not be considered disciplinary or punitive in nature.

### D. Hourly Rate

Conversion of monthly rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

### E. Increases Within Pay Ranges

Normally, and as a general rule, upon progress and productivity, employees in the merit system shall be considered for a step advancement according to the following general plan:

1. Steps. The letters A, B, C, D, E and F respectively, denote the various salary steps in the pay range.
2. Step A. Step "A" shall normally be paid upon initial employment into a 6-step pay range.
3. Step B. An eligible employee shall be considered for advancement to Step "B" 13 bi-weekly pay periods (approximately six months) following the date of hire.
4. Exception. If employed at other than Step "A" in a 6-step pay range for the class, then consideration for advancement to the next salary step will take place 26 bi-weekly pay periods (approximately one year) following the date of hire.
5. Advancement beyond Step B. Consideration for each subsequent step advancement shall be after 26 bi-weekly pay periods (approximately one year).
6. Reinstatement or Re-employment at Above Entrance Step. In the case of an employee who is reinstated at any step above Step "A" in the pay range for the class, said employee may be advanced to the next higher step in the pay range no sooner than 26 bi-weekly pay periods (approximately one year) from the anniversary date of the employment or reinstatement.
7. Step F applies only to Dispatch classification.

F. Step Advancement Not Automatic

No advance in salary steps shall be automatic upon completion of the periods of service outlined above, and all increases shall be made on the basis of merit as established by the employee's work performance and after written recommendation of his/her Department Head and approved by the City Manager. Step advancement may be withheld in cases of inferior work performance or lack of application. Step increase denial shall be handled in accordance with the City's Personnel Rules governing the topic.

G. Special Salary Adjustments

In order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may, upon recommendation of the Department Head and the Human Resources Director, adjust the salary step of an incumbent of a particular position to any higher step within the pay range for the class to which the position was allocated.

H. Applicable Salary Rates Following Pay Range Increases and Decreases

When a pay range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step B, Step C to Step C, etc) and their anniversary date shall not be changed.

I. Pay Range Change on Anniversary Date

In the event that a pay range change becomes effective on an employee's anniversary date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

J. Pay Range Change on Date of Promotion

In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustments to which entitled in the lower class, and then the next higher step in conjunction with the promotion.

K. Hiring Above Minimum

In cases of unusual difficulty in recruiting, or, in the case of an exceptionally qualified candidate, the City Manager may authorize appointment at a salary step above the minimum for the range.

L. Bilingual Pay

The City shall pay One Hundred Dollars and No/100ths (\$100.00) per month to employee(s) who provide Spanish translation services as required by the Department. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Chief of Police. Such assignment may commence during the employee's probationary period, should the Chief of Police so determine that it

is for the good of the Department.

M. Senior Officer Pay

The City will pay each sworn peace officer an addition amount based on the officer's tenure as a full time sworn peace officer in the in the State of California. This senior officer pay shall only apply to peace officers defined in Chapter 4.5, Section 830 of the California Penal Code, who were employed as full time peace officers with a city police agency, county sheriff department or the California Highway Patrol.

Employment as a full time sworn peace officer defined in Section 830.6 of the California Penal Code will not be included in determining tenure.

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167 month	2.5 %
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %

The City and the Association reserve the right to request that other full time sworn peace officers as defined in Chapter 4.5 of the California Penal Code be included in determining tenure. Additionally, this may be done on a case by case basis for individual applicants.

Only those additions, which are mutually agreed upon by both the City and the Association shall be added.

The above amounts are non-compounding.

N. FTO/CTO Pay

Sworn Police personnel shall be eligible for five percent (5%) differential pay only during those times when they are acting as Field Training Officers. Lead Police Dispatchers and Police Dispatchers shall be eligible for five percent ( 5%) differential pay only during those times when they are acting as Communication Training Officers.

ARTICLE VII

LEAVES

A. Vacation

1. Employees are entitled to vacation leave with pay in accordance with the schedule listed in 5, below. Vacation accrues on an hourly basis per pay period beginning with the date of initial hire. An employee granted a vacation balance upon entering City service and who leaves City service prior to such granted time being accrued per the schedule below and who has used any such vacation will repay the City from the employee's final paycheck for such advanced vacation that was not accrued.
2. The times during the calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard to the needs of the City. Any vacation in excess of four (4) consecutive weeks will require approval of Department Head. The Department Head or designee shall provide an employee denied vacation in excess of four consecutive weeks, written notification of the reason for denial at the time the vacation request is denied. An employee denied vacation in excess of four consecutive weeks shall be given the right to modify (reduce) the duration of the vacation within the same requested weeks prior to other employees being granted vacation within weeks denied to the employee. The employee will present this modification to the Department Head within 5 business days after the employee has received the denial.

Additionally an employee is not precluded from requesting modification to an approved vacation or be required to present a request for vacation any specific number of days prior to the requested vacation occurring. An employee may submit time off requests at any time. (See vacation leave side letter.)

3. Employees may earn vacation credit up to the maximum stated below. At that point, the employee earns no further vacation credit until he/she reduces the balance. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th and 20th years of service, the higher rate will be used for computation of the maximum allowed.
4. The minimum amount of vacation which can be used at any one time is one (1) hour.
5. Employees hired prior to March 1, 1992 shall continue to accrue vacation as follows:

<u>Hours Accrued</u> <u>Years of Service</u>	<u>Per Pay Period</u>	<u>Maximum Accrual</u> <u>Allowed (Hours)</u>
1-4	4.923	192
5 - 9	6.153	240
10 - 14	7.077	276
15 - 19	7.692	300
20+	9.230	360

Employees hired after March 1, 1992 shall accrue vacation as follows:

1 - 4	3.385	192
5 - 9	4.615	240
10 - 14	5.539	276
15 - 19	6.154	300
20+	7.692	360

The intent of this provision is to "grandparent" the vacation accrual rate stated in "A" above for all employees who are members of this unit prior to March 1, 1992.

6. Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
7. Upon termination of employment, a regular or probationary employee shall be paid cash value of the accrued vacation leave at the time of termination in accordance with the above schedule.

#### 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
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
Day December 24	Christmas Eve
December 25	Christmas Day

2. In addition, the City shall provide three (3) floating holidays in a calendar year; however, employees with less than six (6) months of service but more than two (2) months of service in a calendar year shall receive only one (1) floating holiday.

Floating holidays must be taken in the calendar year earned. In no event shall an employee be allowed to "cash out" or "carry over" any floating



holidays into the next calendar year. The specific date to take floating holidays shall be mutually determined between the employee and his/her Department Head. Floating holidays must be taken in their entirety; no portions of days may be taken. Floating holidays shall be compensated fully based on the employees work schedule, i.e., an employee working a ten (10) hour shift shall receive the entire shift off as a floating holiday.

3. If an employee is required to work on a holiday--including a properly scheduled floating holiday--he or she shall receive holiday pay at the employee's regular rate of pay plus one and one-half (1-1/2) times the employee's regular rate of pay.
4. Holiday pay is in effect only if the holiday is actually worked. If holiday is on the employee's regularly scheduled shift but the employee is off due to illness, vacation, comp time, industrial injury or other leave, employee is not eligible for the one-and-one half (1-1/2) times the regular rate.

Employees assigned to shift work and who take off on a designated holiday shall receive holiday pay at the straight time rate, eight (8) hours. Any leave taken on a holiday shall be charged to the appropriate leave category with no time-off adjustments to compensate the employee for his/her holiday benefit; i.e. if an employee is scheduled to work a designated holiday but takes off ten (10) hours of vacation, his/her accrued vacation shall be charged ten (10) hours and the employee shall receive his/her holiday benefit in the form of eight (8) hours holiday pay.

Holiday pay applies if the majority of the regularly scheduled work hours fall on the holiday. If overtime hours fall on a shift overlapping a holiday, hours will be paid for the day on which those hours were worked, i.e., if overtime is worked on the holiday, pay shall be based on holiday rate; if overtime comes at end of a shift which is on the day following the holiday, employee will be paid at one- and-one-half (1-1/2) times the regular rate.

5. Holiday pay shall be paid for the actual official date of the holiday except that for employees who work on a Monday through Friday schedule, when a holiday falls on a Saturday, the preceding working day shall be observed and when a holiday falls on a Sunday, the following work day shall be observed.

Employees whose services are not essential to holidays, as deemed by the Department, may be required to take the actual holiday off, or in the event the holiday falls on the employees normally scheduled day off, at the Department's discretion, the workday immediately preceding or following the holiday shall be observed. Employees shall be compensated at a City observed holiday rate of pay for their entire shift they are required to take off.

6. All call-back time accrued on a holiday shall be paid at the holiday rate of pay, which is the employee's regular rate plus one-and-one-half (1-1/2) times the regular rate of pay. In no event shall the pay exceed double-time and one-half (2-1/2) times.

### 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. 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 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 forty (40) 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.

#### D. Military Leave

Military Leave shall be granted in accordance with the applicable provisions of State Law.

#### E. Funeral Leave

1. An employee may take time off with pay to attend to arrangements related to and attendance of the funeral of his/her spouse, registered domestic partner, children, step-children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's or registered domestic partner's grandparents and grandchildren.
2. The amount of time off granted shall depend on individual circumstances, but in no case shall exceed three (3) scheduled work days. The employee's Department Head must be notified in advance.

#### F. Jury Duty/Witness in Judicial Proceeding

1. Any employee legally required to report for jury duty and/or serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served.
2. Any employee legally required to serve as a witness in any judicial proceeding on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. A judicial proceeding is defined as, but is not limited to, coroner's inquest, hearings held pursuant to actions pending in either justice, municipal, superior or federal courts, and other official proceedings to which an employee is subpoenaed in relation to his/her City employment. This provision shall not apply if the employee is a litigant against the City notwithstanding a grand jury subpoena, or is a witness or litigant in any other judicial proceedings unrelated to his/her City employment.

If an employee is subpoenaed for a case at a former Employer and the employee received compensation for such time worked from both the City of Antioch and the former Employer, such compensation from the former Employer shall be remitted to the City of Antioch.

3. Any per diem compensation received by an employee for such services performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such services to ensure adequate scheduling and staffing levels are met in accommodating the employee's appearance. All employees must report immediately upon the termination of services. A copy of the jury summons or subpoena will be filed with the City by the employee.
4. No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a party to such action or proceeding, excepting therefrom actions initiated by the City and having some connection with such employee's employment by said City.

## G. Family Care Leave

1. Family and Medical Care Leave shall be as mandated by State and Federal law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department. The contents of the Policy shall be modified from time to time in order to reflect administrative changes.

## H. Other Leaves of Absence

1. The City Manager may grant a leave of absence without pay for a period not to exceed twelve (12) months.
2. The City Council may grant an additional leave of absence without pay for six (6) months. In no event shall a leave of absence granted by the City Manager and City Council exceed one (1) year.
3. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Director. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and dental insurance premiums for up to the first six (6) months of such leave.
4. If the approved leave is for medical reasons, the employee shall not return to work until he/she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
5. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work within three (3) days of the expiration of his or her leave shall be deemed to have voluntarily terminated their employment with the City.
6. An employee who is absent from work for three (3) working days or more without an approved leave of absence in accordance with the provisions of this section shall be deemed to have voluntarily terminated their employment with the City.

## ARTICLE VIII

### HEALTH AND WELFARE

#### 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 on behalf of each active and retired employee who subscribes for coverage. 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 Plan pursuant to Section H. below by an amount equal to the CalPERS 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.

#### B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Long-Term Disability Insurance Non-Sworn Members

1. The Association shall make available to represented non-sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. Industrial Disability - In the event of an industrial illness or injury, the City shall cease paying full salary for employees who receive Workers' Compensation temporary disability payments, except that full salary shall continue for the first thirty (30) calendar days. The employee may use accumulated sick leave, vacation, compensation time, and floating holidays to extend the time in which full salary can be received.
3. Non-Industrial Disability - In the event of a non-industrial illness or injury, the employee is required to use all but 40 hours of accumulated sick leave before LTD benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend full salary.
4. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

F. Vision Care

1. The City shall make available to represented employees and the dependents of represented employees Options I, II, III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc. as that plan existed for other represented employees of the City on the effective date of this agreement.
2. Enrollment in the Vision Care Program is optional.

G. Employee Assistance Program

1. The City shall continue to make available to represented employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

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 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 of 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%).





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.

I. Alternative Services

1. The City and the Association may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
2. The City also reserves the right to offer optional alternative health and welfare benefit programs.

## ARTICLE IX

### RETIREMENT

#### A. Public Employees' Retirement System (CalPERS)

##### 1. Sworn Members

- a. Sworn “classic” and “legacy” employees, as defined by CalPERS, shall continue to receive the CalPERS 3% at age 50 safety retirement benefit plan. Retirement benefits shall continue to be based on the one-year final compensation formula in accordance with Government Code Section 20042.
- b. The City shall continue paying the full 9% employee contribution for “classic” and “legacy” employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as special compensation”. For officers retiring prior to September 1, 2012, the City will purchase a bridge annuity that provides the equivalent benefit of such contribution to CalPERS as special compensation to employee’s salary.
- c. Effective the first pay period after March 1, 2012, sworn employees began contributing 9% of pensionable compensation on a tax deferred basis towards the City’s CalPERS contributions for the 3% at 50 safety plan. Sworn “classic” and “legacy” employees shall continue contributing 9% of pensionable compensation on a tax deferred basis towards the City’s CalPERS contributions for that plan.
- d. Effective the first pay period after September 1, 2016, sworn classic and legacy employees shall contribute a total of 11.5% of pensionable compensation (an additional 2.5%) on a tax deferred basis towards the City’s CalPERS contributions for the 3% at 50 safety plan.
- e. Effective September 1, 2017, sworn classic and legacy employees shall contribute a total of 12% of pensionable compensation (an additional 0.5%) on a tax deferred basis towards the City’s Cal PERS contributions for the 3% at 50 safety plan.
- f. If, as a result of legislative change or unilateral action by the City, employees are required to make an employee contribution for all or a portion of the employee’s share of retirement costs that reduces or eliminates the EPMC, the 9% of the employee cost share contribution paid towards the employer’s cost shall be converted to an employee contribution.
- g. Sworn “PEPRA” employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

##### 2. Non-Sworn Members

- a. Non-sworn “classic” and “legacy” employees, as defined by CalPERS, shall continue to receive the CalPERS 2.7% at age 55 miscellaneous retirement benefit plan.

Retirement benefits shall continue to be based on the one year final compensation formula in accordance with Government Code section 20042.

- b. The City shall continue paying the full 8% employee contribution for non-sworn “classic” and “legacy” employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as “special compensation” for all non-sworn classic and legacy employees.
  - c. Non-sworn “classic” and “legacy” employees shall contribute 8% of pensionable compensation on a tax deferred basis towards the City’s CalPERS contributions for the 2.7% at 55 miscellaneous plan.
  - d. If, as a result of legislative change or unilateral action by the City, employees are required to make a direct employee contribution for all or a portion of the employee’s share of retirement costs that reduce or eliminate the EPMC, the 8% employee cost share contribution paid towards the employer’s cost shall be converted to an employee contribution.
  - e. Non-sworn “PEPRA” employees, as defined by CalPERS, shall receive the CalPERS 2.0% at 62 miscellaneous retirement benefit plan. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.
3. Except as may be modified by the parties the total cost of retirement benefits shall be borne by the City under California Government Code 20615.
  4. The City shall continue providing such other CalPERS optional benefits and enhancements to sworn and non-sworn members as set forth in the City’s contract with CalPERS on the date of execution of this MOU.
  5. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits will occur by mutual agreement only.
  6. The City and the Association may request that this ~~the~~ section ~~regarding retirement~~ be reopened during the term of this MOU, with written notice to the other party. The reopener may only be exercised to address CalPERS rules and/or regulation modifications or the implementation of statutes which impact retirement benefits.

#### B. Medical-After-Retirement

The City shall provide a medical-after-retirement benefit in accordance with the Antioch Police Officers’ Association Medical-After-Retirement Reimbursement Plan as described in Appendix A.

ARTICLE X

EDUCATIONAL INCENTIVE

A. Educational Reimbursement Program

Employees are eligible to receive reimbursement for approved courses through a recognized college or university in accordance with City policy on educational reimbursement up to a limit of Eight Hundred and No/100ths (\$800.00) per year

B. Educational Incentive Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a dispatch employee can receive is 5%.

3. Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows:

AA Degree	\$75 per month
BA/BS Degree	\$105 per month

The above amounts are not cumulative. The maximum educational incentive a Community Services Officer can receive is \$105 per month.

C. Peace Officer Standard Training (POST) Certificate Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate	2.5%
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Advanced Certificate            5%

The above percentages are not cumulative. The maximum POST incentive a sworn employee can receive is 5%.

2.        Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatchers shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate        2.5%  
Advanced Certificate            5%

The above percentages are not cumulative. The maximum POST incentive a dispatch employee can receive is 5%.

#### D. Corporal POST Certificate

- 1.        Effective March 1, 2012, the Corporal position may be eligible for Supervisor POST Certificate, if POST approves the Department's request for Corporals to be considered for the POST Supervisory Certificate, and
  - The Department's current training meets the POST standards for the Supervisory Certificate.
2.        The possession of a POST Supervisory Certificate will not qualify an employee, in and of itself, to be reclassified to the Sergeant Classification.
3.        The intent of allowing the Corporal to be eligible for a POST Supervisory Certificate is NOT to:
- provide certificate compensation for the POST Supervisory Certificate.
  - provide an avenue for Corporals to claim they are meeting the full range of Sergeant duties.

E. Employees are only eligible to receive either the education incentive or a POST incentive but not both.

F. It is the employee's responsibility to notify their Department Head and the Personnel Department of any degree or certificate attained. The pay will begin the date the Personnel Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from his/her accrued overtime hours, or for arranging to trade shifts with another employee, having another employee work his/her shift

in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head.

## ARTICLE XI

### UNIFORM, SAFETY EQUIPMENT, MEAL, MILEAGE & CANINE ALLOWANCES

#### A. Uniform Allowance

##### 1. Sworn Members

- a. Sworn members, effective September 1, 2007, shall receive a uniform allowance of Eight Hundred Sixty Dollars and No/100ths (\$860.00) per year paid at the rate of Seventy-one Dollars and 67/100ths (\$71.67) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Sworn Members shall be increased by Twenty Dollars and No/100ths (\$20.00) per year, paid on a monthly basis.

##### 2. Non-Sworn Members

- a. Non-Sworn members, effective September 1, 2007, shall receive a uniform allowance of Five Hundred Fifty Dollars and No/100ths (\$550.00) per year paid at the rate of Forty-Five Dollars and 83/100ths (\$45.83) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Non-Sworn Members shall be increased by Ten Dollars and No/100ths (\$10.00) per year, paid on a monthly basis.

#### B. Canine/Bicycle/S.W.A.T

Canine Officers shall be provided with two (2) canine "utility" uniforms, consisting of two (2) pants and two (2) shirts.

Bicycle Officers shall be provided with two (2) bicycle uniforms, consisting of one (1) pair of shorts, one (1) pair of long pants, two (2) shirts and one (1) pair of gloves.

S.W.A.T. team members shall be provided with one (1) S.W.A.T. uniform consisting of one (1) pair of long pants, and one (1) shirt.

All items of uniform apparel provided to the above officers shall be replaced as deemed necessary by the Department Head and/or his/her designee.

#### C. Safety Equipment

1. The City shall provide necessary safety equipment as deemed appropriate by the Department Head, to those officers assigned to S.W.A.T. and/or bicycle patrol.

2. Ballistic Vests

The City shall provide all sworn officers with a ballistic vest upon employment. Should such vest become unserviceable due to normal wear and tear, or defects, or the manufacturer's warranty date expires, the City shall replace the vest at no cost to the employee.

- a. The City reserves the right to determine the ballistic vest specifications including, but not limited to, manufacturer, design, threat level, etc.
- b. An employee may, of their choosing, opt to purchase their own vest provided the chosen vest either meets or exceeds the ballistic vest specifications utilized by the Department. Should the cost of the vest exceed the cost of the City-issued vest, the City will reimburse the employee's expense, not to exceed the cost of the City-issued vest.

3. Motor officers, shall be provided with 1 Helmet, 1 pair of Boots, 1 pair of Gloves, 1 pair of safety glasses for day time, 1 pair of safety glasses for night time, 1 leather jacket, 2 pair motor cycle uniform pants.

D. Mileage and Meal

1. Whenever a member of this unit is required to use his/her personal automobile for City business, that member shall be compensated in accordance with Administrative Memo No. 66 dated April 29, 1997 (as set by IRS Code).
2. Whenever a member of this unit works in excess of four (4) hours overtime, he/she shall be compensated for the cost of a meal in accordance with paragraph 4 (a) below.

The City shall pay/reimburse the cost(s) for all travel/transportation, lodging, and parking and provide employees the daily per diem published by the U.S. General Services Administration for the region, when employees work duties require overnight lodging. Authorization by the Department Head is required for work duties which require overnight lodging and payment or reimbursement of the following:

City Vehicle – City shall reimburse the employee for all fuel cost(s) when the employee was required to purchase fuel for the City vehicle. The employee shall submit a receipt(s) upon requesting reimbursement.

Personal Vehicle – City shall reimburse the employee at the mileage reimbursement rate published by the U.S. General Services Administration for all mileage directly related to authorized duties. Mileage will be based on round trip distance between the Antioch Police Department and the destination. Should the travel require overnight accommodations, the round trip mileage between the place of lodging and the destination shall also be reimbursed.

Rental Vehicles – City shall pay/reimburse the employee for all rental fees to include required vehicle rental fee, supplemental rental vehicle insurance



coverage and fuel cost(s) directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Air Travel – City shall pay/reimburse the employee for all air travel fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Public Transportation – City shall pay/reimburse the employee for all public transportation fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement for amount over ten dollars.

Parking – City shall pay/reimburse all parking cost directly related to authorize duties. The employee shall submit a receipt(s) when requesting reimbursement.

Lodging - City shall pay/reimburse the employee for all lodging (room fee and any taxes) costs directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Per Diem – City shall provide the employee the daily per diem published by the U.S. General Services Administration for the region. The employee will not be required to provide receipts or reimburse the City any unspent per diem. In the event an employee is attending a function in which the relevant meal(s) are furnished as part of the cost of the function, that part of the per diem meal allowance will not apply for those meals provided and will be prorated.

The employee shall be required to reimburse the City any per diem received when:

Travel cancelled prior to the departure of employee or the employee did not travel. Employee shall reimburse the City the entire per diem provided.

Number of per diem day provided less than the actual number of days employee traveled. Employee shall only reimburse the City for the number of per diem days not traveling

4. As it relates to local travel not requiring overnight accommodations the following conditions shall apply:

Meal Reimbursement Eligibility:

- a. Meal reimbursement will be for the "actual cost of the meal" up to a maximum of \$11.50 for breakfast, lunch or dinner.
- b. Requests for reimbursement must be submitted on an "official receipt" from the eating establishment. If the receipt does not bear the name of the eating establishment, the establishment's name must then be written on the receipt by the employee. Handwritten receipts must be filled out by a member of the eating establishment, not the employee.

- c. Receipts must be submitted by the beginning of the next regularly scheduled workday.
- d. A receipt representing a purchase for multiple employees shall list the names of the employees on the reverse side.
- e. For purposes of this section, "normal meal time" is defined as follows:

If an employee is working their normally scheduled shift, the normal meal time shall be the hour immediately following the mid-point of their shift. Example: An employee who is working swing shift, 1500 to 0100 hours, the midpoint would be 2000 hours. The meal time would be 2000 to 2100 hours. The employee must be away for one (1) hour before and one (1) hour after this period.

If an employee is off, or working a 0800 to 1700 hour shift, the normal meal time shall be considered 1200 to 1300 hours. To qualify for reimbursement, the employee must be away between 1100 to 1200 and 1300 to 1400 hours, one (1) hour before and one (1) hour after meal time.

#### E. Canine Allowance

- (a) City of Antioch shall purchase the service dogs and maintain ownership unless sold as set forth below. Any dogs sold shall be on an "as-is" basis with no warranties. The new purchaser of the dog shall then be responsible for all maintenance and care of the dog.
- (b) If after a minimum of four (4) years in assignment, or at any time when the service dog is deemed to be disabled to perform required police work, and is retired, the City of Antioch agrees to sell the service dog to the current handler for one dollar (\$1.00) upon retirement from the unit at the handler's option.
- (c) If the service dog is deemed to be unsuitable to perform and is removed from the canine unit, the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler for one dollar (\$1.00), but only after the service dog has been evaluated by two independent trainers; to determine if it presents a liability. The cost of this evaluation shall be assumed by the City of Antioch. The determination of whether a service dog is unsuitable to perform, as well as the determination of whether to sell it, shall be at the sole discretion of the Chief of Police.
- (d) If the service dog is still capable of performing police work and the handler leaves the unit between years one (1) and four (4), the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler at a prorated cost to include the initial purchase of the service dog and basic handler's course based on the following formula:

Years one (1) to two (2):	100%
Years two (2) to three (3):	60%
Years three (3) to four (4):	40%

(e) While the dog is in service for the City of Antioch, the handler shall be responsible for its care including food, grooming and veterinary care. City of Antioch shall pay monthly maintenance costs in the amount of one-hundred fifty dollars (\$150.00) for food, grooming and other maintenance costs. City of Antioch shall also pay for reasonable veterinary costs.

In determining the reasonableness of costs, consideration shall include, but is not limited to: nature of illness or injury, veterinarian's prognosis, service life expectancy of the canine, and whether the illness or injury has been sustained on or off duty. Costs incurred will only be considered for "active" and "City Owned" service dogs. The Chief of Police has sole discretion at determining reasonableness.

(f) City of Antioch shall provide a 5% specialty assignment pay to service dog handlers while assigned to the canine unit as defined in Section 571(a)(4) in Title 2, Division 1, Chapter 2 of the California Code of Regulations.

(g) At the City of Antioch's discretion, the City shall pay reasonable costs for the installation of a service dog kennel to be installed at the residence of the service dog handler.

(h) City of Antioch shall purchase all required service dog equipment to include leashes, harnesses, collars, badge and muzzle and shall replace the equipment as needed and deemed appropriate by the Canine Unit manager.

(i) City of Antioch agrees to pay for all service dog training while the dog is in service. The amount and type of training provided shall be established at the sole discretion of the Chief of Police.

(j) The City of Antioch reserves the right to remove an officer from the Canine Unit if the officer has demonstrated a pattern of unsatisfactory job performance. The City of Antioch also reserves the right to terminate the Canine Unit program.

ARTICLE XII

SENIORITY

A. City Definitions

1. City Service Date shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. City Service Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence (including military leave as defined above) and excluding all time spent on unpaid leave of absence.
2. Classification Seniority Date shall be defined as the date upon which the employee was hired or promoted into their current classification and shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. Classification Seniority Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence and exclude all time spent on unpaid leave of absence.

B. Department Definitions

1. Seniority shall be defined as the date of hire with the City of Antioch, which shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing seniority.
2. Date of Classification shall be defined as stated below. The Date of Classification shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the Date of Classification.

3. SWORN

Officer

Classification Seniority shall be defined as the date upon which the employee was hired as a Sworn employee with the City of Antioch and shall include all time as a sworn employee. Date of Classification shall be calculated as indicated above.

Corporal

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Corporal with the City of Antioch. Date of Classification shall be calculated as indicated above.

Sergeant

Classification Seniority shall be defined as the date upon which the employee was

hired or promoted to the classification of Sergeant with the City of Antioch. Date of Classification shall be calculated as indicated above.

4. Non-Sworn

Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired as a Dispatcher with the City of Antioch, and shall include all time as a Dispatcher and Lead Dispatcher. Date of Classification shall be calculated as indicated above.

Lead Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Lead Dispatcher with the City of Antioch. Date of Classification shall be calculated as indicated above.

Community Service Officer

Classification Seniority shall be defined as the date of hire as a Community Service Officer with the City of Antioch. Date of Classification shall be calculated as indicated above.

C. Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted towards the establishment of an employee's Classification Service Date. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Service Date and Classification Seniority Date.

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D. Appropriate Classification

Probationary or regular status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold regular or probationary status.

E. Ties

1. If two (2) or more employees have identical City Service Date and Date of Classification the tie shall be resolved by the following:

- a. For employees hired before January 1, 2012 the tie shall be resolved in accordance with the Antioch Police Officers' Association Police Officers' Seniority List (data as of 11/03/2012.)

- b. For employees hired on or after January 1, 2012 the tie shall be resolved by the employee who has the lowest last three (3) digits of their Social Security Number shall have the higher seniority date.

F. Days Off

Classification seniority shall be the basis for preference for vacation, personal holidays and compensatory time off.

G. Shift Bid

Shift Bid for patrol and dispatch will be done by seniority. The process will be outlined in Department policies, special orders and practices, which may be modified or changed in accordance with the MMBA.

H. Order of Layoff

The order of layoff shall be in inverse classification seniority, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. All emergency and temporary employees working in the same classification as those identified for layoff must be laid off prior to the layoff of probationary or regular status employees.

I. Demotion in Lieu of Layoff

Before an employee with regular or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of demoting, the Classification Seniority Date shall be utilized. Employees with the least amount of seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step.

In rehiring, as promoted positions are reinstated, the last employee to voluntarily demote shall be the first employee promoted until such list of demoted employees is exhausted. In no case shall an employee that voluntarily demoted be reinstated to a higher classification than the employee originally held prior to voluntarily demoting.

J. Bumping into the Bargaining Unit

Bumping Rights Limited by the following:

- Any employee of the Police Department who is not a member of the bargaining unit represented by the APOA who requests to bump into a classification represented by the APOA must meet the following criteria at least 45 days prior to placement in the bargaining unit:
  - The individual must meet the Minimum Qualifications of the classification for which they wish to bump into.
  - Any individual must meet the physical requirements of the classification.
  - The individual must meet the educational requirements of the classification.
  - The individual must meet any POST requirements.
- The individual must pass all psychological examinations required of new employees.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

A. Grievance Procedure

1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

- Personnel Rules
- Merit System Rules and Regulations
- Memorandum of Understanding
- Department Policies
- Department Procedures
- Department Special Orders

Grievances filed regarding the following may be processed only through and including Step 3 (City Manager Level) of the grievance procedure.

- Department Policies
- Department Procedures
- Department Special Orders

2. For purposes of this procedure a “work day” or “working day” is defined as:

- Any day Monday – Friday except for City designated Holidays and City Hall closures.

3. It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Any grievance not initiated or pursued by the employee or employee organization, as the case may be, within the time limits specified in this procedure, will be considered settled on the basis of the last answer by the City unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.

4. At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance within fifteen (15) working days, except for any materials which, in the City Manager’s discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.



5. . Any employee in the bargaining unit and/or the employee organization shall have the right to use the grievance procedure Any employee in the bargaining unit or employee organization shall be able to use the grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through their employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.
6. Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee shall make a thorough investigation of the reported grievance and render his/her decision within five (5) work days. Most grievances should be solved at this employee-supervisor level.

**Step 2.** If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.

At this step of the grievance procedure, a supervisor or employee, individually or through his/her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Chief of Police or his/her designee in this step shall make a thorough investigation of the reported grievance and render his/her decision in writing within five (5) working days.

**Step 3.** If the employee is not satisfied with the decision of the Chief of Police at Step 2 and wishes to appeal the decision, the employee

individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within fifteen (15) working days of the date the decision was rendered by the Chief of Police in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this Step, shall proceed to Step 4.

**Step 4.** If the Association is not satisfied with the City Manager's or designee's decision at Step 3, the Association may require that the grievance be referred to an impartial arbitrator by notifying the City Manager within fifteen (15) working days of the conclusion of Step 3.

**B. Arbitration**

If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that time frame, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the POA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Article.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU may be referred for grievance under this Article and no Arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

C. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.
2. Within fifteen (15) working days after final notice, suspension, demotion, reduction in pay or discharge:
  - i. The employee shall have the option to request an appeal in accordance with Municipal Code Section 2-4-105; or
  - ii. The APOA, as the employee's representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing for an Arbitrator as specified in Section B above or an appeal in accordance with Municipal Code Section 2-4-105.
  - iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.
3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.
4. In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

D. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

E. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to

inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APOA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
  - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.
  - b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
  - c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
  - d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
    - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
    - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
    - Since the Letter was issued, the employee has incurred further discipline.
    - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
    - The employee has a prior disciplinary suspension(s).

## ARTICLE XIV

### COMMENCEMENT OF NEGOTIATIONS AND NOTICE OF MEET AND CONFER

#### A. Commencement of Negotiations

Negotiations shall commence no later than forty-five (45) days prior to the expiration of this Agreement, and no sooner than one hundred and twenty (120) days prior to the expiration of this Agreement. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

#### B. Personnel Rules

The parties agreed that Section 2.25 Per Diem Position does not apply to safety bargaining unit positions.

#### C. Notice to Meet and Confer

Notice to meet and confer in accordance with the MMBA and written notice of the conclusion of such meet and confer shall be served on the parties as follows:

- City of Antioch at the e-mail addresses for the following:
  - Human Resource Director
  - Chief of Police
  
- Antioch Police Officers' Association at the Police Department e-mail addresses of the following:
  - President of the APOA
  - Vice President of the APOA
  - Labor Relations Provider for the APOA

Either party may change the addressee(s) to which notice shall be sent by giving written notice to the other party at least seven (7) days prior to implementation of said change.

ARTICLE XV

SAVINGS CLAUSE and TERM OF AGREEMENT

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2016 through August 31, 2021.

CITY OF ANTIOCH

ANTIOCH POLICE OFFICERS' ASSOCIATION

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Administrative Services Director

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX A

### CITY OF ANTIOCH MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN UNIT II, ANTIOCH POLICE OFFICERS' ASSOCIATION

The Medical-After-Retirement Reimbursement Plan ("Plan") is established to provide for City contributions toward medical insurance premiums for retired employees as outlined below. This Plan does not provide medical insurance for retirees. Eligibility for and enrollment in City-sponsored medical plans are governed by the City's insurance provider(s), subject to the provisions and limitations of this Plan, retirees may be enrolled in and be reimbursed for the premium expenses of alternative medical insurance plans.

#### CONTRIBUTION LEVEL

- A) The City shall contribute to this Plan an amount equal to a set percentage of salary per month, as determined and as may be changed from time to time by an actuarial review as such salary is established in the salary resolution for each probationary and regular employee represented by the Association.
- B) The fund shall be established and administered by the City's Finance Department. Contributions shall be made monthly to the fund. To insure highest possible interest rates, deposits may be combined with other City funds. However, separate records will be kept and interest will be credited to the account annually.
- C) Funds in this account belong to the Medical-After-Retirement Plan and are for the uses set forth in this document.
- D) Payment for all insurance premiums pursuant to this Plan shall be made from the Medical-After-Retirement Plan Fund. The City shall not be liable for any benefit payments or claims arising out of this Plan.

#### PAYMENTS

- A) Premiums for City-sponsored medical plans shall be deducted from the retiree's PERS check. Retiree may be responsible for authorizing these deductions at the time of retirement. Deductions can be made to cover dependents.
- B) Retirees who are enrolled in an alternative medical plan shall submit a request for reimbursement to the City. Requests for reimbursement may be made monthly but in no event less than once per year. Retirees who are enrolled in alternative medical coverage shall provide proof of payment with their reimbursement requests.

#### Applicable State and Federal regulations

This Plan is subject to any and all applicable State and Federal regulations. Changes to this Plan necessary to comply with these regulations shall be made by the City. Furthermore, this Plan also may be subject to certain requirements imposed by the City-sponsored medical insurance providers.

## ADVISORY COMMITTEE

- A) The Advisory Committee shall consist of three (3) employees who are represented by the Antioch Police Officers' Association and who are appointed by the Association; one (1) Management representative appointed by the City Manager who does not vote except in the case of a tie; and one (1) retiree who is a current participant in this Plan chosen by the other members of the committee for a term of two years. If there is no retiree available and interested in serving on the committee, this position shall remain vacant. A quorum shall consist of at least two (2) representatives of the Antioch Police Officers' Association and the Management representative.
  
- B) The purpose of the Committee shall be to periodically review Plan finances, including actuarial and other financial reports, and to evaluate the application and administration of the various provisions of this Plan Document. The Advisory Committee shall have no decision-making authority regarding the operation or funding of this Plan. The Advisory Committee may make recommendations to the City Manager regarding same.
  
- C) The Advisory Committee may meet upon request of any Committee member and shall meet at least once each calendar year.



## PLAN A

### I. ELIGIBILITY

- A) This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City before, on or after March 1, 1987; (2) retired from the City with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City.

The level of benefits for which the retiree is eligible is as follows:

- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
  - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
  - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
  - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

### II. ENROLLMENT PERIOD

- A) Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D) Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

### III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Each Plan year, the City shall reimburse an amount for medical-after-retirement benefits not to exceed the premium for single or 2party coverage with the City-sponsored medical insurance provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period and prorated in accordance with years of service as defined in Section I.A

### IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred and Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

## PLAN B

### I. ELIGIBILITY

- A. This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City on or after March 1, 1987; (2) retired from the City on or after July 1, 1993, with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
  - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
  - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
  - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

### II. ENROLLMENT PERIOD

- A. Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D. Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

### III. COVERAGE

A.1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A.2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will reimburse as medical-after retirement benefits an amount not to exceed what is paid for active employees for single or 2-party coverage as determined in Section VIII H. 1.

B.2. The caps may be re-negotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993.

B.3. The maximum payment to retirees who obtain health insurance from providers other than City-sponsored providers shall be set at the same rate as for retirees who are enrolled in a City-sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth in Section III.B.2 and prorated in accordance with years of service.

#### IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

## PLAN C

Notwithstanding any of the above, an employee in the bargaining unit and employed by the City as of September 1, 2007 and who retires from the City of Antioch in accordance with all the other qualifications set forth in this Appendix A as to eligibility, enrollment and coverage will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule. Such employee is not eligible for Plan B above.

Fifty percent of the (50%) benefit level for the employee who retires with a minimum of ten (10) years but less than eleven (11) years of service.

Fifty-five percent of the (55%) benefit level for the employee who retires with a minimum of eleven (11) years but less than twelve (12) years of service.

Sixty percent of the (60%) benefit level for the employee who retires with a minimum of twelve (12) years but less than thirteen (13) years of service.

Sixty-five percent of the (65%) benefit level for the employee who retires with a minimum of thirteen (13) years but less than fourteen (14) years of service.

Seventy percent of the (70%) benefit level for the employee who retires with a minimum of fourteen (14) years but less than fifteen (15) years of service.

Seventy-five percent of the (75%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than sixteen (16) years of service.

Eighty percent of the (80%) benefit level for the employee who retires with a minimum of sixteen (16) years but less than seventeen (17) years of service.

Eighty-five percent of the (85%) benefit level for the employee who retires with a minimum of seventeen (17) years but less than eighteen (18) years of service.

Ninety percent of the (90%) benefit level for the employee who retires with a minimum of eighteen (18) years but less than nineteen (19) years of service.

Ninety-five percent of the (95%) benefit level for the employee who retires with a minimum of Nineteen (19) years but less than twenty (20) years of service.

One Hundred percent of the (100%) benefit level for the employee who retires with a minimum of twenty or more years of service.

### MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]. As set forth in Plan C above "benefit level" shall include all future premium increases. As premiums are adjusted so to will be the employee/City contribution level to reflect the benefit level based on the current applicable Kaiser plan rate.

## PLAN D

### Bargaining Unit Employees Hired after September 1, 2007

For employees hired after September 1, 2007 the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical – After – Retirement Account (MARA). In the event the employee makes a contribution of up to Two point Five percent of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%). Employees in plan D shall have proprietary right to their individual plan and upon separation from the City shall maintain such right.

The parties agree to participate in a City wide committee to implement the new Medical After Retirement Account program. Among the topics to be considered, but not limited to, will be the following;

- The ability of current employees to switch to the new MARA.
- The ability of all employees to contribute additional monies to the MARA.

APPENIX B  
 MEDICAL COMPONENT ONLY WORK SHEET FOR CAFETERIA BENEFIT PLAN  
 AND RETIREE PAYMENT CALCULATION

Using the Kaiser Single Party as an  
 example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 431.17	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 470.67
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$350.37	City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$373.67 + \$97.00 (from above) = \$470.67

Using the Kaiser Two Party as an example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 862.34	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 941.34
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$781.54	City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$844.34 + \$97.00 (from above) = \$941.34



## SIDE LETTER

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

SIDE LETTER

Vacation Leaves

Representatives for the City of Antioch and representatives for the Antioch Police Officers' Association have agreed to the following:

An employee may request vacation during their Probationary Period, Field Training Program, Dispatch Training or while an employee is on a Performance Improvement Plan. Prior to approving time off, the Department will consider the impacts of the time off request on the employee's probationary period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan. If the employees time off exceeds 40 hours the Department may extend the employee's Probationary Period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan by the same number of hours the employee was absent from duty.

This does not preclude the Department/City from extending an employee's Probationary Period, Field Training Program or Performance Improvement Plan for other reasons.

If the above is in accordance with your understanding, please indicate your approval and acceptance below.

For the City of Antioch

For the Antioch Police Officers' Association

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ANTIOCH AND  
THE ANTIOCH POLICE OFFICERS' ASSOCIATION  
FOR THE PERIOD OF SEPTEMBER 1, 2007 – AUGUST 31, 2016

The following language is agreed upon by both parties to this MOU, and shall be in effect for the duration of the agreement.

PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period. The probationary period shall be regarded as a part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees hired into this bargaining unit is eighteen (18) months of active duty. The promotional probationary period for appointments to classifications in this unit shall be six (6) months of active duty.

The initial or promotional probationary period may be extended for up to six (6) months on a case-by-case basis when, in the opinion of the Chief of Police, additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed twenty-four (24) months of active duty. Employees promoted while still serving an initial probationary period will serve a six (6) month promotional probationary period, plus any time still remaining on his/her initial probationary period.

During the probationary period, an employee may be released at any time by the Chief of Police and/or the City Manager. Rejection of an employee during the probationary period may be with or without cause and with or without prior notice to the employee. Employees rejected during either their initial probationary period do not have the right to appeal or grieve the rejection.

If rejected during the promotional probationary period, employees shall be reinstated to the position from which they promoted. Should the Chief of Police and/or the City Manager believe that just cause exists to terminate an employee serving a promotional probation such action shall be taken in accordance with the disciplinary procedures applicable to this bargaining unit and shall be subject to all due process and appeals procedures.

June 20, 2012

Tom Fuhrmann  
President Antioch Police Officers' Association  
Antioch, CA

Regarding: Policy 51 and Speed Alerts

Dear Mr. Fuhrman;

This correspondence is being sent to the Antioch Police Officers' Association (APOA) to communicate the commitments made by the Antioch Police Department to the APOA regarding the modification of Policy 51 and the speed alerts.

The Department has agreed to modify Department Policy 51 in the following manner:

- Employees who are off on a work related injury can participate in the shift bid process if they have a return to work date within 60 calendar days of the shift bid. If no return to work date then the employee is ineligible to participate in the shift bid process.
- Dispatch Time Off Request
  - First Round (annual accrual and floating holiday)
    - Done by Classification Seniority (Department Definition)
  - Second Round (up to 4 shifts)
    - Done by seniority as a Dispatcher (Department)
  - Third Round
    - Done by seniority as a Dispatcher (Department)
  - After Third Round
    - First come first served

The Department has agreed to provide the APOA with the following information on speed alerts:

- The Department will inform the APOA and the impacted employees of the setting for speed alerts
- The Department will give the APOA and the impacted employees 48 hours notice of any speed alert modifications.
- Notice will be sent to the APOA and impacted employee via Department e-mail and brief board notice.

If you have any questions, please contact me at

Very truly yours,

Allan Cantando  
Chief of Police

Cc: Deborah McHenry, Human Resources  
Glenn Berkheimer, IEDA

ARTICLE XV

SAVINGS CLAUSE and TERM OF AGREEMENT

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2016 through August 31, 2021.

CITY OF ANTIOCH

ANTIOCH POLICE OFFICERS' ASSOCIATION

By:   
City Manager

By:   
Chief Negotiator

By:   
Administrative Services Director

By: \_\_\_\_\_  
President

Dated: 01/05/2017

Dated: 1/5/2017

**"ATTACHMENT B"**

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE3)  
FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND  
ACKNOWLEDGING THE CITY MANAGER AND OE3 REPRESENTATIVES  
EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and the Operating Engineers Local Union No. 3 (OE3) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2016; and

**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 a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/137.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Operating Engineers Local Union No. 3 (OE3) for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and OE3 Representatives Execution of the MOU.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

"EXHIBIT 1"

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**CITY OF ANTIOCH**

AND

**OPERATING ENGINEERS LOCAL UNION NO. 3  
REPEPRESENTATIONAL UNIT IV**

**OCTOBER 1, 2016 – SEPTEMBER 30, 2021**

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

OPERATING ENGINEER LOCAL NO. 3  
REPRESENTATIONAL UNIT NO. IV

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing October 1, 2016, and ending September 30, 2021.

Negotiations shall commence no later than thirty (30) days and no sooner than one hundred and twenty (120) days prior to the expiration of this MOU. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

## ARTICLE 1

### RECOGNITION

1.1 Union Recognition

The Operating Engineer Local Union No. 3, (Representational Unit IV), hereinafter referred to as the "Union", is the recognized employee organization for the classifications represented by this Unit.

1.2 City Recognition

The Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

## ARTICLE 2

### UNION SECURITY

2.1 Notice of Recognized Union.

Each City department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and provide a hard copy or written notice of the location of an electronic copy of the current Memorandum of Understanding to be supplied by the City. The Union shall receive from the City on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution.

2.2 Agency Shop.

Except as provided otherwise in this Section, employees in the representation unit referred to hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98 percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the union representing the employee's classification and representation unit.

2.3 Implementation.

Any employee hired by the City subject to this Memorandum of Understanding shall be provided with a notice advising that the City has entered into an agency shop agreement with OE3 and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Employees shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to HR/Payroll. If the form is not completed properly and returned within five working days, the City Finance Department shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

#### 2.4 Religious Exemption.

Any employee of the City subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within 15 days of receipt by the City. The Union shall have 15 days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the: Battered Women's Alternative, or Child Abuse Prevention Council, and Family and Children's Trust Fund.

#### 2.5 Financial Reports.

The Union shall submit a copy of the financial report required pursuant to the Labor Management Disclosure Act of 1959 to the Director of Human Resources once annually. Copies of such reports shall be available to employees subject to the agency shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

#### 2.6 Payroll Deductions and Payover.

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State, County and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. The City shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.

#### 2.7 Hold Harmless.

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the city be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

2.8 Suspension of Agency Fees.

For the duration of any strike, sanctioned, called or supported by the Union, the City may suspend collection of agency service fee without jeopardy to the employee.

2.9 Waiver of Election for Newly-Represented Employees and New Representation Units.

The accretion of classifications and/or employees to the representation units as set forth in this Memorandum of Understanding shall not require an election herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this Memorandum of Understanding shall also not require an election herein for the application of this agency shop provision to such units.

## ARTICLE 3

### UNION REPRESENTATIVES

City employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievance are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall request time off from their respective supervisor and coordinate work schedules. Except by mutual agreement, the number of employees excused for such purposes shall not exceed three (3).



## ARTICLE 4

### ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing Union literature, shall not be conducted during working hours.

## ARTICLE 5

### USE OF CITY FACILITIES

City employees or the Union or their representatives may, with the prior approval of the City Manager, be granted the use of City facilities during non-working hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meetings. The Union shall be allowed to conduct four (4) general membership meetings per calendar year. Any Union member who does not work at the site where the meeting is held shall be given 30 minutes travel time to attend.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

## ARTICLE 6

### BULLETIN BOARDS

The Union may use portions of City bulletin boards under the following conditions:

1. All material must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Union materials.
4. If the Union does not abide by these rules, it will forfeit its right to have material posted on City bulletin boards.

## ARTICLE 7

### ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council and shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

## ARTICLE 8

### CITY RIGHTS

It is the right of the City to make decisions of a managerial or administrative character including: decisions on the type, extent and standards of services to be performed, decisions on the methods, means and personnel by which the City operations and services are to be conducted, and those necessary to exercise control over City government operations in the most efficient and economical manner practicable and in the best interest of all City residents. Managerial functions and rights to which the City has not expressly modified or restricted by a specific provision of this Memorandum of Understanding shall remain with the City.

ARTICLE 9

NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, religion, ancestry, sex, sexual orientation, age, disability, marital status, Union activities, or any other status protected by State and Federal law against any employee or applicant for employment by the Union, the City, or anyone employed by the City. This policy applies to all terms and conditions of employment.

## ARTICLE 10

### HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY

#### 10.1 Hours of Work

The straight-time work week shall consist of five (5) consecutive eight (8) hour shifts, totaling forty (40) hours, followed by two (2) consecutive days off.

Upon agreement between the employee and the Department Head based on the requirement of the Department's operation, an employee may have the option of flexing the forty (40) hours in one of the following ways:

- A. Begin work between 7:00 a.m. and 9:00 a.m. and end between 4:00 p.m. and 6:00 p.m.
- B. Work 4 10-hour days and have one (1) additional day off.
- C. Work 4 9-hour days and one 4-hour day, and have one-half (.5) of one day as additional time off.

The foregoing flex-time alternatives are examples of flex-time models and shall not preclude the Department Head from agreeing to other forms of flex-time arrangements.

Employees shall receive either a one-half (.5) or a one (1) hour unpaid meal break each workday. Schedules may not eliminate or place the lunch break at the beginning or ending of the employee's scheduled work day.

Adjusted work schedule request and approvals shall be in writing. If a department's operations necessitate a modification in the approved "flex" schedule, the employee will modify his/her schedule to cover normal hours of operation.

#### 10.2 Overtime Authorization

All overtime must be authorized by the Department Head or his/her designated representative in advance of being worked.

#### 10.3 Definition of Overtime

Any authorized time worked in excess of the employee's work day or work week (a normal work day is considered eight (8) to ten (10) hours depending on employee's work schedule and a work week is considered forty (40) hours) shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay. Overtime shall be paid or accrued as compensatory time off at the employee's option.

#### 10.4 Compensatory Time

Employees shall be allowed to accumulate up to eighty (80) hours of compensatory time off.

#### 10.5 Call Back

If an employee is called back to work after leaving the workplace at quitting time, the employee shall, upon receiving the call to return to work (provided the employee lives within nine number zip codes that are 20 miles of City Hall) receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay or time and one-half (1-1/2) whichever is greater. The minimum call back on a recognized holiday shall be three (3) hours. 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.

Information Systems employees assigned by their Department Head to respond to emergency repairs by telephone or computer modem after leaving the workplace, from 12:00 midnight to one (1) hour before the beginning of his/her regular work schedule, shall receive a minimum of two (2) hours of pay, or time and a half for actual hours worked, whichever is greater.

An employee who after leaving the work place is contacted by telephone, pager or email to answer a work question will receive Contact Pay of 20 minutes pay at time and one-half for each such Contact by the City.

#### 10.6 Acting Pay

An employee who is assigned in writing by the employee's supervisor and approved by the Department Head to assume the responsibilities and to perform substantially all of the day-to-day duties of a higher paying classification during the temporary or permanent absence of an employee shall, upon certification from the Department Head that the employee is qualified, and after the employee has previously worked in the higher classification for a cumulative total of forty (40) hours for the purpose of training, be paid acting pay. Acting pay shall be the first step of the higher classification which is above the salary step of the employee assigned to the acting position, but in no event less than five percent (5%). This provision shall apply only when the absence of the employee in the higher classification is for forty (40) or more continuous hours.

An employee who is serving his/her initial probationary period with the City shall not be eligible to fill an acting position or receive acting pay.

The City Manager may grant an exertion to the requirement of forty (40) continuous hours, on a case-by-case basis if exceptional circumstances warrant it.

#### 10.7 Special Assignment Pay

The City Manager may authorize an additional either two and one-half percent (2 ½%) or five percent (5%) of base salary as Special Assignment Pay to any employee designated to be on special assignment.

#### 10.8 Standby

Animal Control Officers shall be paid standby pay during those times of year the department requires them to be on standby.



For each full week (seven (7) calendar days) that an Animal Control Officer is on standby, said employee shall receive \$150.00. Effective September 1, 2015 the rate shall be increased to \$225 for each full week (7 calendar days) an employee is on standby. Standby shall begin with the end of the regular shift on Monday and will end with the beginning of the regular shift the next Monday morning. All Animal Control Officers shall be expected to serve regular rotations of standby and will respond in a reasonable period of time. When called out, Article 10.4 applies. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive an additional \$100 for each holiday.

The Marina Attendant, Computer Technician, and Network Administrator shall be paid standby pay of \$150.00 for each full week (seven (7) calendar days) that he/she is required to be on standby.. Effective September 1, 2015 standby pay shall be increased to \$225 for each full week (seven (7) calendar days) that he/she is required to be on standby. If a holiday should fall during the period of standby, the employee shall receive an additional \$35.00. Effective September 1, 2015 the employee shall receive an additional \$100 for each holiday.

Standby can be prorated if an employee is not required to be on standby for a full week.

#### 10.9 Bilingual Pay

The City shall pay \$100.00 per month to an employee who has taken and passes the bilingual examination administered by the HR Department, effective on the first day of the pay period closest to the date of approval. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Department Head.

## ARTICLE 11

### COMPENSATION

#### 11.1 Salaries

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.5% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

#### 11.2 Starting Rate

Except as herein otherwise provided, entrance salary for a new employee entering City service shall be the minimum salary for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary which is more than the minimum salary. The City Manager's decision shall be final.

#### 11.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the employee's performance and shall require recommendation of the Department Head and approval by the City Manager.

If the City Manager at any time determines that it is in the City's interest, he may assign an employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Article, an employee may receive increases in salary according to the following plan:

Step B upon completion of thirteen (13) biweekly pay periods (6 months) of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods (12 months) of service in Step D and City Manager's approval.

#### 11.4 Conversion Rate

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Director of Finance, subject to the approval of the City Manager, shall provide tables or regulations for the calculation of payment for service of less than full time. Conversion of a monthly salary rate to an hourly rate equivalent shall be made by dividing such monthly rate by 173.33 hours which is considered to be the average number of work hours per month.

Where part-time service is on an irregular basis, the pay for such service shall be calculated according to procedures established by the Director of Finance, subject to the approval of the City Manager.

#### 11.5 Regular and Probationary Part-Time Employees

Part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification to the Human Resources Director, by the Department Head to which the appointment is to be made, that the employee is scheduled to work continuously during a twelve (12) month period. Medical insurance premium for the employee shall be paid in full and all other benefits, including those for dependents, shall be prorated by dividing the regularly scheduled hours each week by forty (40) hours. The factor shall be the percentage of the City's contributions.

1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

#### 11.6 Pay Differential

The City shall pay the following pay differentials:

- A. Five percent (5%) for Code Enforcement Officer Certification [CACEO certified]
- B. Five percent (5%) for Senior Building Inspector
- C. Five percent (5%) for Civil Engineer
- D. Five percent (5%) for Building Inspectors I and II

11.7 The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

## ARTICLE 12

### HEALTH AND WELFARE

#### 12.1 Medical Insurance

- A. The City contracts with the Public Employees' Retirement System (PERS) 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 PERS and the City's Medical-After-Retirement Policy.
- B. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.
- C. Except as provided herein, employees shall purchase medical insurance through the PERS 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 PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

#### 12.2 Dental Insurance

- A. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
- B. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

#### 12.3 Life Insurance

- A. The City shall contribute the monthly premium amount necessary to purchase a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.

A. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional, with the premium paid by the employee.

#### 12.4 State Disability Insurance

A. Employees in this Unit shall be enrolled in State Disability Insurance (SDI).

#### 12.5 Long-Term Disability Insurance

A. The City shall make a Long-Term Disability Insurance Plan available for all represented employees at the employee's expense, outside of the cafeteria plan.

B. Enrollment in the Long-Term Disability Insurance Plan is mandatory.

#### 12.6 Vision Care Insurance

A. The City shall make available to represented employees and the dependents of represented employees Options I, II and III of the City of Antioch Vision Plan.

B. Enrollment in the Vision Plan is optional.

#### 12.7 Employee Assistance Program

A. The City shall contribute the monthly premium amount on behalf of each represented employee toward the cost of the City's current Employee Assistance Program (EAP).

B. Enrollment in the EAP is mandatory.

#### 12.8 Gym/Health Club Reimbursement Program

A. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to represented employees who provide the City with written verification of regular membership in a health club or commercial gym.

B. Employees, who provide written proof of membership pursuant to paragraph A. above, may receive up to \$27.00 per month not to exceed 100% of the cost of such membership, on an after-tax basis.

#### 12.9 Flexible Benefits (Cafeteria) Plan

A. Effective January 1, 2015, the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:

1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$ 595.72 per month.

2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,053.90 per month.
3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$ 1366.79 per month.

At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following calendar year as follows:

- a. The City shall add the dollar values increase in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.
  - b. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase in premiums.
  - c. The City's contribution toward the flexible spending/cafeteria plan shall be modified by 50% of the premium increase. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employee (a \$2,000 combined total premium increase). In the event that the annual premium increase exceeds \$2,000, the City shall pick up 100% of the premium in excess of \$2,000.
- B. Effective January 1, 2019, the City shall make the following contributions to the Flexible Benefits Plan on behalf of the 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 ninety five percent (95%) 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 ninety five percent (95%) of the Kaiser two (2) party rate per month.
  3. For each employee who is eligible for family medical coverage, the City shall contribute ninety five (95%) 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 100% of the premium for the most densely populated City-wide dental plan at that level (single, two-party, family).
    - a. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

C. Each employee shall file an election in writing during the month of Open Enrollment each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

1. 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 under the Flexible Benefits Plan.
2. If the costs of an employee's selections exceed the City's monthly contributions, the employee shall designate a portion of his/her wages to be deposited into the Flexible Benefits Plan to cover the cost of such selections.
3. If the costs of an employee's selections under the Flexible Benefits 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. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, 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 each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.

4. 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. In the event an employee does not timely report a change of dependent status that affects the amount of the City's monthly contribution,

the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.

5. The City will not treat the employee share of premium payments within the 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.

- D. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

#### 12.10 Alternative Health & Welfare Benefits

- A. The City and the Union may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
- B. Except where changes are imposed upon the City and the Union by outside authority, modifications in benefits would occur only as the result of mutual agreement between the parties.



## ARTICLE 13

### RETIREMENT

#### Retirement

##### A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRALegacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRAL provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

##### B. Medical-After-Retirement (MAR)

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the MAR Plan on file in the Human Resources Department. The City shall contribute a set percentage of salary per month, as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute One point five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event all impacted employee vote to make a contribution of Two point Five percent of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution, making the City's total contribution toward all impacted employees two point five percent (2.5%).

## ARTICLE 14

### HOLIDAYS

14.1 The City shall observe the following holidays during the term covered by the Memorandum of Understanding:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	Third Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	First Monday, September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas	December 25th

14.2 Floating Holiday

The City shall provide two (2) floating holidays, and employees with less than six (6) months' service but at least two (2) months' service in a calendar year shall receive only one (1) floating holiday. The specific date to take said day(s) shall be mutually determined between the employee and his/her Department Head--normally five (5) working days in advance but in no instance less than twenty-four (24) hours in advance of the proposed date. Floating holidays must be taken in the calendar year and must be taken off as whole days (8) hours.

For calendar year 2016 only, the City shall provide one (1) additional floating holiday for a total of three (3).

14.3 Holiday Pay

Should an employee be called to work on a designated holiday or scheduled floating holiday, the employee shall receive holiday pay at time and one-half (1-1/2) for each portion of an hour worked.

14.4 Alternative Holiday

When a holiday falls on a Saturday, the preceding work day shall be observed. When a holiday falls on Sunday, the following work day shall be observed.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an alternate day off during the same pay period.

## ARTICLE 15

### VACATION

#### 15.1 Vacation Scheduling and Qualifying

Only employees who on the most recent anniversary date of their employment shall have been in the service of the City for a period of six (6) months or more shall be entitled to a vacation. Vacation shall be taken off at the rate of one-half (1/2) hour increments.

The times during the calendar year at which an employee shall take vacation shall be determined by the Department Head or the designated representative with due regard to the wishes of the employee and particular regard to the need of the City.

#### 15.2 Vacation Benefits

All employees shall earn an annual vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).

4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).

7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

Vacation will be accrued on the current hourly schedule and used on an hour for hour basis.

#### 15.3 Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for 21 months service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate will be used for computation of the 21-month figure.

#### 15.4 Vacation Pay at Termination

Upon termination of employment, a regular or probationary employee shall be paid cash value of their accrued vacation leave at the time of termination, as well as a pro-rated accrual amount for their final pay period.

15.5 Holiday During Vacation Leave

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave.

## ARTICLE 16

### SICK LEAVE

#### 16.1 Benefits

- A. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency care for seriously ill family members. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate of 3.692 hours per bi-weekly pay period (twelve (12) days per year) with unlimited accumulation.
- B. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
- C. If sick leave is used for other than the legitimate purposes described in paragraph F. below, such use shall constitute an abuse of the sick leave benefit for which an employee may be the subject of disciplinary action up to and including termination.
- D. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
- E. An employee who has been absent from work due to an illness for three (3) or more consecutive workdays may be required to submit a medical verification of treatment/ability to return to work upon his/her return to duty, if notified of such requirement prior to his/her return. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification following any absence from work, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
- F. Sick leave may be used only in the following situations:
  - 1. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  - 2. When the employee must provide care for his/her spouse, domestic partner, Parent, child or dependent, as defined by state "Kin Care Law", a maximum of six (6) days per calendar year may be used. An employee may use additional days provided they maintain at least one hundred twenty (120) hours of accumulated sick leave after said use..

3. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.
4. Sick leave will be accrued on the current hourly schedule and used on an hour for hour basis.

16.2 Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

16.3 Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy on file in the Human Resources Department. The contents shall be modified from time to time in order to reflect administrative changes.

16.4 Conversion of Sick Leave

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.

## ARTICLE 17

### LEAVES OF ABSENCE

#### 17.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay for reasons other than illness or injury. No leave shall be granted except upon written request of the employee. Such requests shall be submitted to the City Manager. Such leaves shall normally be granted to permit the employee to engage in activities that will increase the value to the City upon return, or because of personal hardship. Employees may not be granted an unpaid leave of absence until all accrued vacation is taken, except that the City Manager may grant a leave of absence before all vacation is used if he/she determines that there is a bonafide emergency or hardship and the leave of absence is for no more than thirty (30) calendar days. Failure on the part of an employee on leave to report promptly at its expiration shall result in dismissal of the employee. Vacation and sick leave credits shall not accrue to an employee on unpaid leave of absence. The decision of the City Manager on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum of Understanding.

#### 17.2 Jury Duty

An employee summoned to jury duty shall inform his supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve and travel time.

Any compensation received by an employee for such service performed on a regularly scheduled work day shall be remitted to the City. Any mileage payments received by such employee shall be retained by the employee.

#### 17.3 Military Leaves of Absence

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

#### 17.4 Industrial Disability Leave

Employees who suffer any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled for the period of such disability to a maximum of one (1) year or retirement, whichever occurs first.

Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City will pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use any accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar day waiting period, the employee is eligible for long-term disability benefits, in conjunction with Workers' Compensation

benefits. Long-term disability shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her monthly gross salary.

Medical, dental and life insurance premiums shall be paid by the City for up to one (1) year during an industrial injury leave.

#### Non-Industrial Disability Leave

In the event of a non-industrial illness or injury, the employee may use State Disability Insurance. Long-term disability is available after a thirty (30) calendar day waiting period and after all sick leave is used except that the employee may reserve up to forty (40) hours of sick leave balance for future use. An employee may use vacation, compensatory time or floating holidays during such period of disability. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

Medical, dental, vision and life insurance shall be paid by the City during the first six (6) months of non-industrial disability leave.

#### 17.5 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, Grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances, but normally shall not exceed three (3) work days. In unusual circumstances or when services will be held more than 500 miles from Antioch, up to five (5) days of Bereavement Leave may be approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged to the employee's sick leave. Decisions of the City Manager shall be final and will not be grievable. The Department Head involved must be notified in advance.



## ARTICLE 18

### PROBATIONARY PERIOD

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective evaluation of a new employee's work and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees is twelve (12) months for new hires and six (6) months for promotions. The probationary period may be extended for a period of three (3) months on a case-by-case basis. Employees promoted while still on initial probation will serve a six (6) month promotional probationary period plus anytime still remaining on his/her initial probationary period.

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal.

Any employee rejected during the probationary period following a promotional or transfer appointment shall be reinstated to the position from which promoted, unless discharged.

## ARTICLE 19

### LAYOFF AND REEMPLOYMENT

#### 19.1 Grounds for Layoff

Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work or lack of funds.

#### 19.2 Determination of Seniority Date

As determined by official City payroll records, all continuous periods of services in the employ of the City shall be counted toward the establishment of an employee's City Service Date, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Seniority Service Date.

Leave of Absence. In computing both City and Classification Seniority, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence of more than 30 consecutive calendar days shall be excluded, starting with the 31<sup>st</sup> day.

Appropriate Classification. Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.

Ties. If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.

#### 19.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 19.2, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the layoff of probationary or post-probationary status employees.

#### 19.4 Demotion

Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was

originally promoted or any subsequently created intermediate level classification, within the class series, for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manager's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step of the new/demoted classification, which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into classes represented by Union, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

#### 19.5 Re-employment List

The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff must be placed on Reemployment Lists for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for positions in the City's employ until reemployment lists for the particular classification have expired or exhausted.

It is the City's intent to notify all employees on reemployment lists by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

19.6 Removal from List

If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within five (5) calendar days after receipt of the offer, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally laid off.

19.7 Reappointment

Upon reappointment to the classification from which the employee was originally laid off or demoted, the employee has the right to be placed at the pay step which the employee held at the time of layoff or demotion.

Upon reappointment to the classification from which the employee was originally laid off or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

19.8 Notice of Layoff Union Notification

When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Union, the City Manager or his/her designee shall notify the union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternative to layoff such as reduction pay - time off without pay.

The City shall provide thirty (30) calendar days notice of layoff to affected employees.

19.9 Benefits

An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holidays, medical, dental, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall have reinstated all sick leave accruals that the employee did not receive compensation for at the time of layoff.

19.10 Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

## ARTICLE 20

### DISCIPLINE

#### 20.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause.

#### 20.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended or demoted, employee shall have the right to appeal his/her case through the appropriate procedure (Article 22). Such appeal must be filed with the City Manager by the Union in writing within three (3) calendar days from the date of discharge, unless so filed the right to appeal is lost.

Any discharged, suspended or demoted employee shall be furnished the reason for the actions in writing.

## ARTICLE 21

### PERSONNEL RULES

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

## ARTICLE 22

### GRIEVANCE PROCEDURE

A grievance is any dispute concerning the misinterpretation or misapplication of the Employee Relations' Ordinance, existing memoranda of understanding, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment. A grievance may be filed by the employee, the Union, or Union on behalf of an employee.

#### 22.1 Initial Discussions

Any employee who believes that he or she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he or she works in the presence of his or her steward if desired. If the issue is not resolved, or if the employee elects to submit his or her grievance directly to an official of OE3, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

#### 22.2 Referral to City Manager

Any employee or any official of OE3 may notify the City Manager in writing that a grievance exists, and in such notification, state the particulars of the grievance and, if possible, the nature of the determination which is desired. No grievance may be processed under Sub-Article 22.3 below which has not first been filed and investigated in pursuance of this Sub-Article 22.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing to the City Manager may be referred to the Board of Administrative Appeals.

#### 22.3 Board of Administrative Appeals

In the event the grievance has not been resolved by the procedures set forth above or the employee believes he/she has been unjustly discharged, suspended, demoted or had his/her base pay reduced, the employee may file an appeal with the City's Board of Administrative Appeals.

#### 22.4 Board of Administrative Appeals Procedure

The employee may be represented by the Union or legal counsel and the City may be represented by whomever the City Manager designates. The City and the Union shall individually bear the expenses incurred in presenting their respective cases. The Board shall conduct the hearing at a mutually convenient time and place. In cases involving discipline only, representatives of the City shall make the initial offer of proof. The Board shall have the right to call and swear witnesses at the request of either party and all witnesses shall be subject to cross-examination.

A written transcript shall be made of the hearing at the request of either party. Any cost incurred in conducting a hearing, such as the cost of a transcript or meeting place, shall be shared equally by the City and the Union. After both parties have presented their case, the Board may allow oral argument and may accept written briefs. Upon the receipt of all evidence submitted by both sides, the Board shall study the evidence and render a written decision.

The decision of the Board shall be conclusive and final ten (10) calendar days following its written notice of decision.

Within ten (10) days of the Board's decision, any member of the City Council or the City Manager may transfer the Board's decision on grievances to the City Council for consideration and a final determination. The decision to have the City Council review such decision shall reside only in members of the City Council and the City Manager. Any decision made by the Board which is not transferred by a City Council member or City Manager within such ten (10) day period shall be deemed final and conclusive.

Either the City or the employee and/or Union may seek judicial review of a decision of the Board pursuant to section 1094.5 of the Code of Civil Procedures of the State only if the petition for the writ of mandate is filed not later than the ninetieth (90th) day following the date on which the challenged decision becomes final.

#### 22.5 Pay Claims

All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than thirty (30) days from the date of filing.



## ARTICLE 23

### OUTSIDE EMPLOYMENT

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. All requests by the employee for permission to engage in outside employment shall be made on a form provided by the City. No employee shall accept or continue employment from other than the City of Antioch without the approval of the City Manager. Such permission shall not be necessary if the outside employment is less than four (4) hours per City work day and no possible conflict of interest with his/her City employment is discernible.

ARTICLE 24

SAFETY SHOES/UNIFORMS/MEALS AND  
MISCELLANEOUS CONDITIONS OF WORK

24.1 Safety Shoes

Effective July 1, 2015 the City shall contribute \$250 per fiscal year toward safety shoes for employees in the following classifications and any classification where such equipment is deemed necessary by the Department Head.

Jr./Asst./Assoc. Civil engineer	Asst. Assoc/Sr Dev Svc/Engineering Technician
Public works Inspector	Sr. Public Works Inspector
Building Inspector I/II	Sr. Building Inspector
Animal Control Officer	GIS Technician
Code Enforcement Officer	Jr./Asst/Associate Planner
Marina Lead/Prop Manager	

24.2 Uniform Allowance

Animal Control Officers shall be provided with three (3) sets of uniforms, a foul weather jacket, and a uniform belt at the time of hire. Items of the uniform, including patches shall be replaced as deemed necessary by the Department Head or Supervisor.

Public Works Inspectors, Senior Public Works Inspectors, Development Services/Engineering Technicians, Senior Building Inspector and Building Inspectors I/II shall be provided with City jackets. Jackets shall be replaced as deemed necessary by the Department Head or Supervisor.

24.3 Lunch Period Overtime

In the event that an employee is required to work through the lunch period, they shall be paid overtime for such period and be given reasonable time to eat lunch. This is intended for unusual and not continuous circumstances.

24.4 Meal Payments

When an employee is required to report to work (not telecommuting):

- A. Two (2) or more hours before, and at least two (2) hours after 7:00am;
- B. Four (4) hours before, and at least two (2) hours after end of his/her scheduled work day;
- C. Four (4) hours between 7:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee shall receive a meal allowance of eleven dollars and fifty cents (\$11.50), if the City has not already provided a meal.

24.5 Educational Incentive Plan

For classes approved by the Human Resources Director, the cost of books and tuition shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

24.6 Health and Safety

A. No employee shall be expected to work in the presence of any valid safety or health hazard. Should any employee believe that such conditions exist, the employee should so notify his/her immediate supervisor to determine the degree of the existing hazard.

B. Two (2) representatives selected by Management and two (2) employee representatives selected from the Union shall constitute a Joint Union/Management Safety Committee. Appointed representatives from Management and employee representatives from the Union shall meet on a regularly scheduled basis to be mutually agreed upon. The purpose of these meetings is to recommend safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment. Representatives of the Joint Union/Management Safety Committee shall investigate and inspect, on a periodic basis, employee safety and health complaints which have not been corrected by the responsible supervisor. The findings of this investigative team shall be presented to the Joint Union/Management Safety Committee for appropriate action.

Any failure on the part of the City to take corrective action on joint recommendations shall be subject to the grievance procedure.

C. The City shall continue the present practice of providing safety glasses.

24.7 Contract Work

The City shall notify the Union if it proposes contracting or subcontracting work customarily performed by members of the Union bargaining unit a minimum of sixty (60) days prior to any proposed action to take place, the Union shall be given an opportunity to discuss the effect of the proposed action upon its members and upon request, to propose an effective and economical alternative way in which such services could continue to be provided by the City's own employees. In the event that the City decides to contract or subcontract work, the City will: (1) make reasonable efforts to transfer affected employees to positions for which they meet minimum qualifications, and (2) pursue in a reasonable manner obtaining employment for affected employees with the proposed contractor or subcontractor. However, the City does not guarantee employment in the event work is no longer performed by City employees. The foregoing shall not apply in the event the required employees or equipment is not available.

24.8 Notice of Classification Modification

The Union shall be notified when the City anticipates or needs to modify, add or delete job classifications which modification, addition or deletion might impact wages, benefits or working conditions currently covered by the City's existing agreement

and/or the makeup of the bargaining unit. All issues requiring meet and confer processes with the Union shall be undertaken accordingly.

24.9 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

24.10 Safety Glasses

The City shall provide one pair of safety glasses per year for the following:

Animal Control Officer  
Code Enforcement Officer  
Public Works Inspector  
Sr. Building Inspector

Building Inspector  
Jr./Asst./Assoc. Civil Engineer  
Sr. Public Works Inspector

## ARTICLE 25

### SEPARABILITY OF PROVISIONS

25.1 Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

25.2 The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

- 26.1 Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- 26.2 This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Union.
- 26.3 The undersigned City and Union representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. IV and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

CITY OF ANTIOCH:

PUBLIC EMPLOYEES UNION LOCAL 3

By: \_\_\_\_\_  
STEVE DURAN  
City Manager

By: \_\_\_\_\_  
DARREN SEMORE  
Chief Negotiator

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
PHIL HOFFMEISTER  
Steward

By: \_\_\_\_\_  
KEVIN SCUDERO  
Member

Dated: \_\_\_\_\_

ARTICLE 26

PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

- 26.1 Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
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- 26.3 The undersigned City and Union representatives agree that they have reached an understanding relative to the above provisions which have application to the employees of Representational Unit No. IV and that the parties hereto jointly recommend that the City Council adopt an appropriate resolution ratifying those provisions of this Memorandum of Understanding.

CITY OF ANTIOCH:

By:   
STEVE DURAN  
City Manager

Dated: 01/05/2017

PUBLIC EMPLOYEES UNION LOCAL 3

By:   
DARREN SEMORE  
Chief Negotiator

By:   
PHIL HOFFMEISTER  
Steward

By:   
KEVIN SCUDERO  
Member

Dated: 1-5-2017

# **"ATTACHMENT C"**

## **RESOLUTION NO. 2017/\*\***

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF ANTIOCH AND MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND ACKNOWLEDGING THE CITY MANAGER AND CITY OF ANTIOCH MANAGEMENT UNIT REPRESENTATIVES EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and Management Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

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

**WHEREAS**, representatives of the City and City of Antioch Management Unit reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/141.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and City of Antioch Management Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and City of Antioch Management Unit Representatives Execution of the MOU.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**



"EXHIBIT 1"

# **CITY OF ANTIOCH**

## **MANAGEMENT UNIT**

### **BENEFIT DOCUMENT**

**OCTOBER 1, 2016 - SEPTEMBER 30, 2021**

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**CITY OF ANTIOCH**

**MANAGEMENT EMPLOYEES' BENEFIT DOCUMENT**

**October 1, 2016 - September 30, 2021**

**1. COMPENSATION**

All cost-of-living and equity adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

**A. Salaries**

The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.

Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

**B. "Me Too" Clause**

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit, excluding

salary increases for the classifications of Water Treatment Plant Superintendent, Water Treatment Plant Supervisor, and Water Quality Analyst, for the period of October 1, 2016 through September 30, 2021. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.

- The Management Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the Management Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Management shall receive 2.7%, NOT 5.2%. The intent of this provision is for the Management Unit to be compensated equitably/equally to the bargain groups that they manage.
- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
  - The percentage increase/decrease shall be determined by modifications to the following benefits.
    - Salaries
    - The change in contributions to the flexible benefit/cafeteria plan
    - Modifications to the contributions to retirement
      - PERS
      - Deferred Compensation
    - Holidays
    - Vacation
    - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Management Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Management group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred

compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

C. Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, or those working on a 9/80 schedule either thirty-six (36) or forty-four (44) hours, a minimum of Step A of the higher classification pay range or five percent (5%) additional compensation, whichever is greater. At no time shall the Acting Pay exceed the maximum of the salary range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours. .
2. Deputy or Assistant Department Heads are eligible for acting pay only for department head absences in excess of thirty (30) calendar days. Acting as department head for shorter periods of time is considered to be a regular duty for which the employee is compensated in regular base salary.

D. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

E. Equity Adjustments for Water Treatment Plant Classifications

The Water Treatment Plant Superintendent top step will remain at 19% above the Water Treatment Plant Supervisor and Water Quality Analyst top step.

The Water Treatment Plant Supervisor and Water Quality Analyst top step will remain at 11.5% above the top step of Water Treatment Operator with certificate.

- F. Benefit Deduction – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

## 2. HEALTH & WELFARE BENEFITS

### A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) 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 PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS 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 PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

### B. Dental Insurance

1. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
2. Except as provided herein, employees shall be required to enroll in the Dental Plan. Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

### C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to two times the employee's base salary, to a maximum of \$250,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.

2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance

1. The City shall make a LTD Insurance Plan available for all employees. Under this Plan, an employee shall receive two-thirds (2/3) of salary after a ninety (90) day waiting period.
2. Enrollment in the LTD Insurance Plan is mandatory.
3. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program

1. The City shall make available to employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

G. Gym/Health Club Reimbursement Program

1. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.
2. Employees who provide written proof of membership pursuant to paragraph 1, above, may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

H. Flexible Benefits (Cafeteria) Plan

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:



- a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$830.62 per month.

For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$792.40 per month.

- b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,288.97 per month.

For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,250.64 per month.

- c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,601.51 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,569.62 per month.

- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section H. 1a. 1b. and c. of this Document will be increased by the amounts determined pursuant to the following procedures:

- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.

- ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.

- iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall

be completed for each level of coverage offered by the City.

- iv. The City would then increase the amounts provided in Section H. 1a. 1b. and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

The City agrees that an employee's actual out-of-pocket costs due to premium increases in the Cafeteria Plan shall not exceed a cumulative total of \$1,000 in any year of this Agreement and shall not exceed a cumulative total of \$5,000 for the term of this Agreement.

The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$5,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

- 2. Effective January 1, 2019, 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:
  - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
  - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
  - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
  - d. 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).

- i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 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 under the Flexible Benefit Plan.
  - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
  - 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 each month and one-half (1/2) of the money reverting to the City.
  - 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 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.

4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

#### I. Non-Industrial Disability

1. In the event of a non-industrial illness or injury, the employee is required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. If sick leave is exhausted before the end of the 90-calendar-day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the 90-calendar-day waiting period to extend the time in which full salary can be received.
2. Medical, dental and life insurance shall be paid by the City during the first six (6) months of an unpaid leave of absence.

#### J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar days, the employee is eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.

2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

### 3. RETIREMENT BENEFITS

#### A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution, and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

Regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.

#### B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the impacted employees in the bargaining unit agree to make a mandatory contribution of Two point Five percent (2.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account, the City will match such contribution up to an additional One percent (1.0%). The City's total contribution per employee will not exceed Two point Five percent (2.5%). In accordance with the MARA plan document, all impacted employees must participate in the 2.5% contribution. It is not an individual choice.

#### C. Deferred Compensation

1. For the term of this agreement the City shall contribute an amount equal to five percent (5%) of base salary to a deferred compensation account for each Executive Management employee.

Executive Management employees are those so designated on the Management salary schedule.

2. For the term of this agreement the City shall contribute an amount equal to two percent (2%) of base salary to a deferred compensation account for each Senior Management and Mid-Management/Professional employee. When contributions are reinstated, the minimum contribution shall be no less than Fifty Dollars and No/100ths (\$50.00) per month.

#### 4. LEAVES

##### A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

##### B. Floating Holidays

The City shall provide two (2) floating holidays per year except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day (8-hour) increments. (Resolution 81/266).

##### C. Vacation

Executive Management employees shall be credited with fifteen (15) days of vacation leave on their date of hire for the first year and shall accumulate vacation thereafter as follows:

1. 4.615 hours per bi-monthly pay period from the start of the second year through the third year of service (15 days per year).  
  
6.154 hours per pay period from the start of the fourth year through the ninth year of service (20 days per year).  
  
7.077 hours per pay period from the start of the tenth year through the fourteenth year of service (23 days per year).  
  
7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service (25 days per year).  
  
9.230 hours per pay period from the start of the twentieth year of service (30 days per year.).
2. Senior Management and Mid-Management/Professional Employees; shall earn vacation leave as follows:  
  
3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).  
  
4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).  
  
5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).  
  
6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).  
  
7.692 hours per pay period from the start of the twentieth year of service (25 days per year).
3. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. With the City Manager's approval, Executive Management employees will be allowed to cash out up to 80 hours of their annual vacation accrual during each calendar year.

With the City Manager's approval, Senior and Mid-Management/ Professional employees will be allowed to cash out up to 40 hours of their annual vacation accrual during each calendar year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.
2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
  - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick



leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.

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

#### Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of forty (40) days.

#### Conversion

At the end of each calendar year if the employee 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 two hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

#### E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department.

#### F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

H. Jury Duty

1. An employee legally required to serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. An employee legally required to serve as a witness in any judicial proceedings related to his/her employment with the City shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a witness or litigant against the City. A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed, in relation to his/her City employment.
2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

I. Bereavement Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
2. Employees shall be granted three (3) days off work as bereavement leave. The employee's department head must be notified immediately when bereavement leave will be taken.

J. Administrative Leave

1. Each January, exempt management employees will receive an amount of administrative leave based on their positions as outlines below:

Tier 1: 96 hours

City Attorney  
City Manager  
Assistant City Manager  
Administrative Services Director  
Community Development Director  
Economic Development Director  
Finance Director  
Human Resources Director  
Information Systems Director  
Parks and Recreation Director  
Police Chief  
Public Works Director/City Engineer

Tier 2: 80 hours

Assistant City Engineer  
Deputy City Attorney  
Deputy Finance Director  
Deputy Public Works Director  
Assistant to the City Manager  
Code Enforcement/Asset Recovery Coordinator  
Economic Development Program Manager  
Planning Manager  
Recreation Services Manager  
Recreation Supervisor  
Senior Economic Development Program Manager  
Senior Planner

Tier 3: 40 hours

Accountant I/II  
Animal Services Supervisor  
Building Inspection Services Manager  
Collection Systems Superintendent  
Collection Systems Supervisor  
Code Enforcement Manager  
Finance Services Supervisor  
GIS Coordinator  
Information Systems Project Manager  
Operations Supervisor

Police Communications Supervisor  
Police Records Supervisor  
Project Manager  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

2. There will be no “cash out” for prior accumulations. Recording of administrative leave under this policy are also not subject to being cashed out or “rolled over” and administrative leave is recorded exclusively on a “use it or lose it” basis for each calendar year.
3. The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for exempt management employees who work an extraordinary work assignment or occurrence. In January of each year, the City Manager will prepare a report to the City Council identifying by department any positions that received additional hours for the prior year and the related reasons.
4. New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or pro rata basis for the calendar year.

K. Holiday Closure Program

Each year of the MOU, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Bargaining Unit Representative and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Bargaining Unit Representative prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

## 5. DEPARTMENT HEAD PROVISIONS

It is the intention of this section to encourage continuity in the leadership of City departments, to ensure fairness to employees, and to foster advance planning for employee recruitment. "Department Head" for the purposes of this section refers to the Police Chief, department heads/directors of departments referenced in Chapter 3 of Title 2 of the Antioch Municipal Code, and the Human Resource Director referenced in Chapter 4 of Title 2 of the Antioch Municipal Code, but not including the City Manager or City Attorney. Department heads serve at the pleasure of the City Manager and nothing shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of a department head at any time, subject only to the provisions set out herein.

### A. Notice Prior to Termination

1. In the event that a department head is terminated at any time, the City Manager shall give the department head six (6) months' advance notice of such termination. In the event of any department head terminated for cause, there shall be no advance notice requirement. For the purposes of this document, "cause" means an action involving moral turpitude, conviction of a crime other than a minor traffic violation, any act of dishonesty, gross carelessness or misconduct, or an unjustifiable neglect of duties.
2. Recognizing the unique aspects of the position of Police Chief, if the Police Chief is terminated, the above advance notice provisions shall apply, along with a requirement that the City pay severance in the form of monthly payment of regular salary and benefits for an additional period of six (6) months beyond the actual date of termination or until he/she obtains other comparable employment, whichever first occurs.
3. In the event that a department head resigns or retires following a request or suggestion to do so by the City Manager, then the notice (and in the case of the Police Chief, the severance pay) provisions listed above shall apply.
4. If the City Manager or City Council reduces the salary and/or benefits of a department head by more than an applicable across-the-board reduction for all other management employees, or reduces the department head in rank, then the department head may be deemed to have been terminated at his or her option.

### B. Notice of Separation

Any department head who wishes to voluntarily resign or retire shall provide the City with at least thirty (30) days' advance written notice of his

or her intention to do so. The City Manager may waive this requirement in the event of medical urgency or similar hardship.

## 6. MISCELLANEOUS

### A. Auto Allowance

Elected Officials and, with the City Manager's approval, all Executive Management employees, except those positions who are assigned a City vehicle, shall receive a monthly auto allowance as follows:

- City Manager \$450.00
- Executive Management \$350.00

With the City Manager's approval, the following positions shall receive a monthly auto allowance noted below:

- Assistant to the City Manager 250.00

Employees who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by Administrative Memo.

### B. Standby

1. The Public Works Department Superintendents and Supervisors, and other employees as designated in writing by the City Manager and assigned to standby shall be compensated as follows:
2. For each full week, seven (7) calendar days, an employee who is on standby shall receive eleven (11) hours of standby compensation. Employee on standby shall receive three (3) additional hours of standby compensation for a holiday worked during that 7-day period. If two (2) holidays fall during a 7-day period, the employee shall receive six (6) additional hours of standby compensation. Compensation shall be in pay or compensatory time off subject to an 80-hour compensatory-time maximum accumulation.

### C. Safety Shoes

The following employees shall receive One-Hundred Sixty Dollars and No/100ths (\$250.00) per fiscal year toward safety shoes:

Assistant City Engineer  
Building Inspection Services Manager  
Code Enforcement/Asset Recovery Coordinator  
Code Enforcement Manager

Collection Systems Superintendent  
Collection Systems Supervisor  
Community Development Director  
Deputy Director of Public Works – Operations  
Operations Supervisor  
Public Works Director/City Engineer  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.

E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

F. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

**CITY OF ANTIOCH**

**MANAGEMENT UNIT**

\_\_\_\_\_  
Steven Duran  
City Manager

\_\_\_\_\_  
Michael Bechtholdt  
Deputy Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE**

- 1. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City-offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.**

The City would determine which medical plan currently has the most city employees enrolled at each level of coverage which is employee only, two party and family. The same determination would be made for dental plans. If a plan has a composite rate, the composite rate would be used at each level of coverage.

For the purposes of this example, Medical Plan A and Dental Plan A have been determined to be the plans with the most City employees enrolled at the employee only, the two party and family levels of coverage.

- 2. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.**

Employee Only Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 205.00	\$ 190.00	\$ 15.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 285.00	\$ 260.00	\$ 25.00

Two-Party Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 310.00	\$ 285.00	\$ 25.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 390.00	\$ 355.00	\$ 35.00



Family Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 545.00	\$ 500.00	\$ 45.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 625.00	\$ 570.00	\$ 55.00

- 3. The City then shall divide the sum of the increases by the total current contribution for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.**

Employee Only Coverage: The sum of the increases for the two plans (\$25.00) divided by the total current contribution for the two plans (\$260.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

Two Party Coverage: The sum of the increases for the two plans (\$35.00) divided by the total current contribution for the two plans (\$355.00) equals the percentage amount of the combined medical and dental increases **(9.9%)**.

Family Coverage: The sum of the increases for the two plans (\$55.00) divided by the total current contribution for the two plans (\$570.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

- 4. The City would then increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).**

Employee Only Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for employee only coverage would be increased by **4.8%**

Two Party Coverage: One half of 9.9% equals 4.95%. The total Flexible Benefits Plan contribution rate for two-party coverage would be increased by **4.95%**.

Family Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for family coverage would be increased by **4.8%**.

**If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.**

For example, if the annual increase at any level of coverage was determined to be \$2,500, the City would increase its annual contribution to that level of coverage by \$1,500 (50% of \$2,000 plus 100% of the amount above \$2,000).

Collection Systems Superintendent  
Collection Systems Supervisor  
Community Development Director  
Deputy Director of Public Works – Operations  
Operations Supervisor  
Public Works Director/City Engineer  
Water Distribution Superintendent  
Water Distribution Supervisor  
Water Quality Analyst  
Water Treatment Plant Superintendent  
Water Treatment Plant Supervisor

D. Safety Jackets and Hats

Management employees, who are subject to being called out for emergencies on streets, medians or other sites where high visibility is necessary for safety, shall be provided with a safety orange jacket and orange hat. Jackets and hats shall be replaced as deemed necessary by the department head.


E. Educational Incentive

1. The City will reimburse employees for books, and tuition, up to a maximum of \$1,000 per year for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

F. Retiree Medical Committee

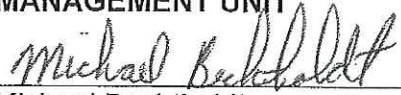
The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

CITY OF ANTIOCH

  
\_\_\_\_\_  
Steven Duran  
City Manager

01/05/2017  
\_\_\_\_\_  
Date

MANAGEMENT UNIT

  
\_\_\_\_\_  
Michael Bechtholdt  
Deputy Director of Public Works

1/5/17  
\_\_\_\_\_  
Date

**"ATTACHMENT D"**

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1,  
2016 – SEPTEMBER 30, 2021, AND ACKNOWLEDGING THE CITY MANAGER AND  
CONFIDENTIAL UNIT REPRESENTATIVES EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and Confidential Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

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

**WHEREAS**, representatives of the City and Confidential Unit reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/136.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Confidential Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and Confidential Unit Representatives Execution of the MOU.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

"EXHIBIT 1"

# CITY OF ANTIOCH

## ***CONFIDENTIAL UNIT***

### BENEFIT DOCUMENT

**OCTOBER 1, 2016**

**THRU**

**SEPTEMBER 30, 2021**

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CITY OF ANTIOCH

**CONFIDENTIAL EMPLOYEES' BENEFIT DOCUMENT**

October 1, 2016 – September 30, 2021

1. COMPENSATION

A. Salaries

Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.

Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

Equity Adjustment effective the first full pay period after October 1, 2016. The equity Adjustment shall be effective prior to the application of the general salary increase.

- Administrative Analyst I – New Top Step: \$6,422 (salary range \$5,283 - \$6,422)
- Administrative Analyst II – New Top Step: \$7,072 (salary range \$5,818 - \$7,072)
- Administrative Analyst III – New Top Step: \$7,853 (salary range \$6,461 - \$7,853)

B. "Me Too" Clause

During the term of this Agreement, the parties agree that increases/decreases negotiated with either Local 1 or OE3 will be implemented for this Unit. This Agreement will be reopened to determine the allocation of the percentage increase/decrease of the total package for the bargaining unit represented by either Local 1 or OE 3.



- The Confidential Unit shall select which bargaining unit's total package shall be used. However, in the event that a higher total package value is negotiated with one unit over another, the Confidential Unit shall receive the value of the single highest package, not a cumulative total of both package values – e.g., One unit receives 2.5% and one unit receives 2.7%, Confidential shall receive 2.7%, NOT 5.2%.
- The percentage increase/decrease of the total package shall be determined by the City's Finance Department. The Finance Department's determination is final and not appealable.
  - The percentage increase/decrease shall be determined by modifications to the following benefits.
    - Salaries
    - The change in contributions to the flexible benefit/cafeteria plan
    - Modifications to the contributions to retirement
      - PERS
      - Deferred Compensation
    - Holidays
    - Vacation
    - Sick Leave
- The parties will mutually agree to the allocation of the percentage increase/decrease of the total package; however, any benefit changes mandated by the City Council shall be incorporated in the allocation agreement. The Confidential Unit will always retain the option to take the compensation increase/decrease in the exact same way that the respective bargain unit has as long as it is legal for them to do so.

Examples: If there is a three percent (3%) total package increase negotiated with either Local 1 or OE3, the Confidential group shall receive a three percent (3%) increase. The determination of the allocation of the increase (all salary, salary increase and deferred compensation increase, etc.) shall be negotiated. However, if the City Council mandates a change to a certain benefit, such as holidays, the mandated benefit change is not negotiable and shall be implemented.

#### D. Acting Pay

Employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, a minimum of Step A of the higher classification pay range or five percent (5%) additional compensation, whichever is greater. At no time shall

the Acting Pay exceed the maximum of the range established for the higher classification. To be entitled to Acting Pay, the employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours.

E. Special Assignment Pay

The City Manager may authorize either two-and-one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

F. Benefit Deductions – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

2. HOURS OF WORK

The bargaining unit's work schedules shall be Monday – Friday during the regular City business hours of 7:00 AM to 6:00 PM with the specific hours designed by the employee's supervisor.

Alternate Work Schedule – Upon request of the employee and mutual agreement of the Department Head, an employee may work an alternate work schedule, if the alternate work schedule meets the operational needs of the department and does not impact City Services. An alternate work schedule may be modified or eliminated by the Department Head with 30 day notice to the impacted employee(s).

3. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The City contracts with the Public Employees' Retirement System (PERS) 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 PERS and the City's Medical- After-Retirement Policy.

1. The City shall pay the PERS required Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who participates in the City's health insurance plans.
2. Except as provided herein, employees shall purchase medical insurance through the PERS 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

PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, during the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The City shall make dental insurance available to active employees and the eligible dependents of active employees.
2. Except as provided herein, employees shall be required to enroll in the Dental Plan. Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to one (1) year of the employee's base salary, to a maximum of \$75,000, effective on the first day of the month following the date of hire. Employees shall be required to enroll in this life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability (LTD) Insurance.

1. The City shall make a LTD Insurance Plan available for all employees. Under this Plan, an employee shall receive two-thirds (2/3) of salary after a ninety (90) day waiting period.
2. Enrollment in the LTD Insurance Plan is mandatory.
3. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other leave that will exceed his/her gross monthly salary.

E. Short-Term Disability (STD) Insurance

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 Confidential 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.

F. Vision Care Insurance.

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

G. Employee Assistance Program.

1. The City shall make available to employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

H. Gym/Health Club Reimbursement Program

1. The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.
2. Employees who provide written proof of membership pursuant to paragraph 1 above may designate up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

I. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:
  - a. For each employee who is eligible for employee only medical coverage, the City shall contribute \$ 620.39 per month.
  - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,078.60 per month.

- c. For each employee who is eligible for family medical coverage, the City shall contribute \$ 1,390.97 per month.
- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section I.2.a, b and c of this Document will be increased by the amounts determined pursuant to the following procedures:
  - i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
  - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
  - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
  - iv. The City would then increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

- 2. Effective January 1, 2019, 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:

- a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
  - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
  - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
  - d. 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).
    - i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 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 under the Flexible Benefit Plan.
  - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
  - 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 each month and one-half (1/2) of the money reverting to the City. Or, the employee may elect to have one-hundred percent (100%) of

the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, 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 each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits

- 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 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.

- 4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

J. Non-Industrial Disability

- 1. In the event of a non-industrial illness or injury, the employee is required to use all but forty (40) hours of accumulated sick leave before long-term disability benefits begin. If sick leave is exhausted before the end of the 90-calendar-day waiting period, vacation, compensatory time and floating holidays may be used. The employee also may use vacation, compensatory time and floating holidays beyond the 90-calendar-day waiting period to extend the time in which full salary can be received.

2. Medical, dental and life insurance premiums shall be paid by the City during the first six (6) months of an unpaid leave of absence.

K. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California except that the City shall pay full salary during the first thirty (30) calendar days of such disability. After the first thirty (30) calendar days of such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. After the first thirty (30) calendar days, the employee is eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability insurance plan unless the employee is using sick leave, vacation or compensatory time.
2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

4. RETIREMENT BENEFITS

A. Public Employees' Retirement System (PERS)

All regular status employees hired prior to January 1, 2013, and PEPRA legacy/classic members, shall be provided coverage in the Public Employees' Retirement System (PERS) with the benefit formula of 2.7% @ 55 and Single Highest Year Final Compensation Period. Employees shall pay eight percent (8%) of the PERS Employer Contribution. The City shall pay the remainder of the PERS Employer Contribution and all eight percent (8%) of the Employee Contribution (EPMC). The City shall report the EPMC to PERS as reportable compensation for retirement calculation purposes.

For regular status employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the State-wide formula of 2% @ 62. These employees shall have the Three Year Average Final Compensation Period. In accordance with PEPRA provisions, these employees shall pay a PERS Employee Contribution Rate of 50% of the Normal Cost, as determined annually by CalPERS.



B. Medical-After-Retirement

For employees hired prior to September 1, 2007, the City shall provide a Medical-After-Retirement benefit in accordance with the plan on file in the Human Resources Department. The City shall contribute to this Plan a set percentage of salary per month as determined and, as may be changed from time to time, by an actuarial review.

For employees hired on or after September 1, 2007, the employees shall contribute two and one-half percent (2.5%) of base monthly salary into the Medical-After-Retirement Account (MARA). The City will make a matching two and one-half percent (2.5%) contribution into the MARA.

C. Deferred Compensation

The City shall contribute \$50.00 per month into deferred compensation for each bargaining unit member. Employees are eligible to receive an additional \$25.00 per month as a matching contribution, for a total of \$75.00.

5. LEAVES

A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday, January
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25 <sup>th</sup>

If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

B. Floating Holidays

The City shall provide two (2) floating holidays per year except that employees with less than (six) 6 months' service in a calendar year but at least two (2)

months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day (8-hour) increments.

C. Vacation

1. Employees shall earn annual vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service (11 days per year).

4.615 hours per pay period from the start of the fifth year through the ninth year of service (15 days per year).

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service (18 days per year).

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service (20 days per year).

7.692 hours per pay period from the start of the twentieth year of service (25 days per year).

2. New employees shall complete six (6) months of service with the City before being eligible to take vacation time.

3. Employees may earn vacation credit up to a maximum accumulation for 24-months' (2-years') service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure.

4. Employees shall be allowed to "cash out" up to forty (40) hours of annual vacation accrual during each calendar year.

D. Sick Leave Accrual and Use

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate to 3.692 hours per bi-weekly pay period (twelve days per year) with unlimited accumulation.

2. Charge for sick leave used shall be on the basis of a minimum of one-quarter (1/4) hour and in one-quarter (1/4) hour increments thereafter provided, however, that sick leave shall be charged for only those hours when the employee was absent from work. Sick leave may not be used before it is earned.
3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
  - a. When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
  - b. Employees may use a maximum of six (6) days of Kin Care per calendar year to attend to a child, parent, spouse, domestic partner, or a domestic partner's child. Leave can be used for illness, doctor appointments, parent-teacher conference, or if the sitter is ill. An employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days. Leave for this purpose may not be taken until it has actually accrued.
  - c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

E. Sick Leave Upon Termination

An employee who terminates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

F. Sick Leave Conversion

At the end of each calendar year if the employee 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 employee's account.

G. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department.

H. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
3. When a leave of absence is due to illness or injury, the City shall pay medical, dental, life, and long-term disability insurance premiums for up to (6) months.

I. Military Leave

Military leave shall be granted in accordance with State and Federal law. Within limits of military regulation, the City shall have an opportunity to determine when such leave shall be taken.

J. Jury Duty

1. An employee legally required to serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. An employee legally required to serve as a witness in any judicial proceedings related to his/her employment with the City shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is a witness or litigant against the City. A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in

either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed in relation to his/her City employment.

2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

K. Bereavement Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.
2. Employees shall normally be granted three (3) days off work as bereavement leave. Employees shall be granted five (5) days of bereavement leave for his/her spouse and children. The employee's department head must be notified immediately when bereavement leave will be taken.

L. Compensatory Time Off

Employees shall be compensated at the rate of one-and-one-half (1 ½) times the employee's regular straight-time rate of pay for any authorized time worked in excess of the employee's normal work day (8 hours) or work week (40 hours). Overtime shall be paid or taken as compensatory time off at the employee's option. Employees shall be allowed to accumulate a maximum of eighty (80) hours of compensatory time off.

Employees may "cash out" accrued compensatory time by submitting a written request to their immediate supervisor on the form provided for such purposes. Requests to cash out accrued compensatory time will be paid during the first pay period that is at least two (2) weeks following the receipt of such request. Each cash out request must be for a minimum of ten (10) hours.

M. Holiday Closure Program

Commencing July 1, 2006 and each year of this Agreement, the City will determine the organizational necessity for closure of City facilities during the December Holiday Season (the week between December 24 and January 1.) Upon determining the extent of the closure the City will notify, prior to July 15 of the year effected, the Bargaining Unit Representative and offer to meet as to how best effectuate the Holiday closure. In the event the City does not notify the Bargaining Unit Representative prior to July 15 of that year, the City will waive the Holiday Closure Program for that year.

Among the items the parties may discuss is the use and scheduling of vacation, floating holidays and/or compensatory time on the part of employees during the designated time for the Holiday Closure. The City recognizes that on a case-by-case basis, individual employees may have a unique personal situation and the bargaining unit may request that the City review the possibility of non-accrued vacation to be advanced to cover the closure time.

6. LAY OFF AND RE-EMPLOYMENT LANGUAGE

- A. Grounds for Layoff - Any employee(s) having post-probationary status in position(s) in the City may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, or lack of funds.
1. Determination of Seniority Date – As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee’s City Service and Classification Seniority Dates, including post-probationary, probationary, provisional, temporary (full-time and intermittent), as well as leaves of absence for obligatory military service while an employee with the City. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Seniority Service and Classification Seniority Dates.
  2. Leave of Absence – In computing both City Service and Classification Seniority Dates, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence shall be exclude.
  3. Appropriate Classification – Probationary or post-probationary status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold post-probationary or probationary status.
  4. Ties – If two (2) or more employees have identical Classification Seniority Dates, the tie shall be broken based on their City Seniority

Service Dates. If a tie still exists, the tie will then be broken by a drawing by lot.

- B. Order of Layoff – The order of layoff in the City shall be by classification based on inverse seniority based on Classification Seniority Date as defined above, the employee with the least seniority in classification being laid off first. In rehiring, the last employee laid off shall be the first employee hired (by classification) until the list of former employees is exhausted. All emergency and temporary employees working in the same classifications as those identified for layoff must be laid off prior to the lay off of probationary or post-probationary status employees.
- C. Demotion - Before an employee with post-probationary or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification for which the employee possesses the basic minimum qualifications. An employee may also transfer laterally to a vacant position or voluntarily demote to a lower classification in another series from which he/she was not promoted with the City Manger's approval providing that the employee meets the minimum qualifications for that position.

In the process of demoting, the City Seniority Date shall be utilized. Employees with the least amount of Seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step. An employee involved in a layoff does not have a right of mandatory placement to positions with a higher pay step, i.e., promotion.

A post-probationary employee may be demoted upon the employee's request; as a result of reduction in force; for inability to perform the duties of the position; for disciplinary reasons or for another just and sufficient cause. However, no employee shall be allowed to demote (either voluntary, by layoff, or as a result of a disciplinary action) into other classes, if said employee has not held post-probationary status in a position in the representational unit within the previous twelve (12) month period preceding the proposed demotion.

- D. Reemployment List – The names of all probationary and post-probationary employees released or demoted from positions in the City as a result of layoff or demotion must be placed on a Reemployment List for those classifications from which the employee was removed, as well as all other classifications to which they have demotion rights. The Reemployment List for employees who were laid off shall remain in effect for two (2) years from the date of the layoff. Said list shall remain in effect indefinitely for employees who were demoted.

Vacancies in any classification for which there is an active Reemployment List must use the Reemployment List to fill their positions and the City shall not recruit, qualify or test applicants for position in the City employ until the reemployment list for the particular classification have expired.

It is City's intent to notify all employees on the reemployment list by certified mail to fill vacancies for post-probationary positions. In the case of filling temporary vacancies, the City will attempt to provide written notification of the vacancies whenever possible. Only when time is of the essence and temporary positions need to be filled immediately will the City contact employees on reemployment lists by telephone instead of by written notification.

Removal from List – If a former employee fails to accept a bona fide written offer of reemployment Certified Mail Return Receipt to last known address on record within ten (10) working days after receipt of the offer, the employee's name will be removed permanently from the Reemployment List from which the offer was made. Failure to accept an offer of reemployment to the class with the highest pay step for which the employee is eligible for reemployment will result in automatic removal from all Reemployment Lists. However, the employee may decline (or accept) reemployment to a lower classification without jeopardizing the employee's standing on the Reemployment List for the classification from which the employee was originally terminated.

- E. Reappointment – Upon reappointment to the classification from which the employee was originally separated or demoted, the employee has the right to be placed at the pay step which the employee held at the time of layoff or demotion.

Upon reappointment to the classification from which the employee was originally separated or demoted, a medical examination may be required to determine compliance with physical/mental requirements of the position to which the employee is being reappointed. Such examination(s) shall be performed by a City-designated physician and shall be at City expense.

- F. Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.
- G. Notice of Layoff Notification – When it appears to the City Manager that the City Council may take action which will result in the layoff of employees in a representation unit represented by the Bargaining Unit Representative, the City Manager shall notify the Unit Representative of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Such meeting should address possible alternatives to layoff, such as reduction in pay –time off without pay.



- H. The City shall provide thirty (30) calendar days notice of layoff to affected employees.
- I. Benefits – An employee who is laid off shall not accrue or be eligible for any benefits including but not limited to vacation, sick leave, holiday leave, medical, dental, life insurance, retirement contributions and uniforms. Any employee reemployed after a layoff shall retain all leave accruals that the employee did not receive compensation for at the time of layoff.
- J. Any post-probationary or probationary status employee, who is laid off or demoted as a result of layoff, who believes that the layoff procedure has been improperly administered as it pertains to the employee's case, may appeal the action under the Grievance Procedure. In addition, employees may review all records, including Seniority Lists, Reemployment Lists, which pertain to their classification and their rights under the provisions of the layoff policy.

7. MISCELLANEOUS

A. Mileage

Employees who use their own vehicles shall receive reimbursement at the rate established by Administrative Memo.

B. Educational Incentive

The City will reimburse employees for books, and tuition up to a maximum of \$1,000 per person for approved college classes in accordance with the process set out in Administrative Memo based on a first-come, first-served basis. (Administrative Memo #5, amount amended by Administrative Memo #56).

C. Bilingual Pay

The City shall pay One Hundred Dollars and No/100ths (\$100.00) per month to an employee who provides translation services, effective on the first day of the pay period closest to the date of approval. Eligibility for receiving bilingual pay shall be determined by the City Manager and the Department Head.

D. Retiree Medical Committee

The City will meet with representatives of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

**CITY OF ANTIOCH**

\_\_\_\_\_  
Steven Duran  
City Manager

DATE \_\_\_\_\_

**CONFIDENTIAL GROUP**

\_\_\_\_\_  
Sharon Daniels  
Representative

\_\_\_\_\_  
Tammy Leach  
Representative

DATE \_\_\_\_\_

APPENDIX A  
SAMPLE FLEXIBLE BENEFIT PLAN INCREASE

- At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City-offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.**

The City would determine which medical plan currently has the most city employees enrolled at each level of coverage which is employee only, two party and family. The same determination would be made for dental plans. If a plan has a composite rate, the composite rate would be used at each level of coverage.

For the purposes of this example, Medical Plan A and Dental Plan A have been determined to be the plans with the most City employees enrolled at the employee only, the two party and family levels of coverage.

- The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.**

Employee Only Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 205.00	\$ 190.00	\$ 15.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 285.00	\$ 260.00	\$ 25.00

Two-Party Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 310.00	\$ 285.00	\$ 25.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 390.00	\$ 355.00	\$ 35.00

Family Coverage

PLAN	NEW RATE	CURRENT RATE	INCREASE
Medical Plan A	\$ 545.00	\$ 500.00	\$ 45.00
Dental Plan A	80.00	70.00	10.00
Total	\$ 625.00	\$ 570.00	\$ 55.00

- 3. The City then shall divide the sum of the increases by the total current contribution for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.**

Employee Only Coverage: The sum of the increases for the two plans (\$25.00) divided by the total current contribution for the two plans (\$260.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

Two Party Coverage: The sum of the increases for the two plans (\$35.00) divided by the total current contribution for the two plans (\$355.00) equals the percentage amount of the combined medical and dental increases **(9.9%)**.

Family Coverage: The sum of the increases for the two plans (\$55.00) divided by the total current contribution for the two plans (\$570.00) equals the percentage amount of the combined medical and dental increases **(9.6%)**.

- 4. The City would then increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).**

Employee Only Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for employee only coverage would be increased by **4.8%**


Two Party Coverage: One half of 9.9% equals 4.95%. The total Flexible Benefits Plan contribution rate for two-party coverage would be increased by **4.95%**.

Family Coverage: One half of 9.6% equals 4.8%. The total Flexible Benefits Plan contribution rate for family coverage would be increased by **4.8%**.

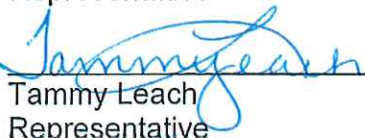
**If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section H. 2. a. b. and c. of this Article by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.**

For example, if the annual increase at any level of coverage was determined to be \$2,500, the City would increase its annual contribution to that level of coverage by \$1,500 (50% of \$2,000 plus 100% of the amount above \$2,000).

CITY OF ANTIOCH

  
\_\_\_\_\_  
Steven Duran  
City Manager

CONFIDENTIAL GROUP

\_\_\_\_\_  
Sharon Daniels  
Representative  
  
\_\_\_\_\_  
Tammy Leach  
Representative

DATE 01/05/2017

DATE January 5, 2016

**"ATTACHMENT E"**

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
CITY OF ANTIOCH AND ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION  
(APSMA) FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022, AND  
ACKNOWLEDGING THE CITY MANAGER AND APSMA REPRESENTATIVES  
EXECUTION OF THE MOU**

**WHEREAS**, the City of Antioch and Antioch Police Sworn Management Association had a Memorandum of Understanding covering the period of November 1, 2007 – February 28, 2017; and

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

**WHEREAS**, representatives of the City and APSMA reached a Total Tentative Agreement for a successor Memorandum of Understanding for the period of March 1, 2017 through February 28, 2022, which was ratified by the membership of the Unit, and adopted by the City Council via Resolution No. 2016/140.

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

**Section 1.** That the Memorandum of Understanding (MOU) Between the City of Antioch and Antioch Police Sworn Management Association (APSMA) for the period of March 1, 2017 – February 28, 2022, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** Acknowledge the City Manager and APSMA Representatives Execution of the MOU.

\* \* \* \* \*

**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 10<sup>th</sup> day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**"EXHIBIT 1"**

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF ANTIOCH**

**And**

**ANTIOCH POLICE SWORN MANAGEMENT  
ASSOCIATION**

**MARCH 1, 2017 – FEBRUARY 28, 2022**



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# **PREAMBLE**

## **MEMORANDUM OF UNDERSTANDING**

between

**CITY OF ANTIOCH**

and

**ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing March 1, 2017 and ending February 28, 2022.

Negotiations shall commence no later than thirty (30) days and no sooner than one hundred and twenty (120) days prior to the expiration of this MOU. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

1. RECOGNITION

1.1 Association Recognition

Antioch Police Sworn Management Association, hereinafter referred to as the "APSMA", is the recognized employee organization for the classifications represented by this Unit.

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

2. COMPENSATION

All Salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

A. Salaries

Effective March 1, 2017 and for the duration of this MOU, employees in this bargaining unit shall receive the following salaries as listed below.

B. Salary Relationships

Effective the first full payroll period after March 1, 2017, salaries shall be increased by three percent (3%).

Effective the first full payroll period after September 1, 2017, salaries shall be increased by one and one-half percent (1.5%).

Effective the first full payroll period after September 1, 2018, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2018.

Effective the first full payroll period after September 1, 2019, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2019.

Effective the first full payroll period after September 1, 2020, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of

four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2020.

Effective the first full payroll period after September 1, 2021, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2021.

For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Captain and Lieutenant Salary as of the effective date (e.g. the first measure is for September 1, 2018 and the published salary as of August 1, 2018 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.

C. Increases Within Pay Ranges

Normally, and as a general rule, upon progress and productivity, employees in the merit system shall be considered for a step advancement according to the following general plan:

1. Steps. The letters A, B, C, D, and E, respectively, denote the various salary steps in the pay range.
2. Step A. Step "A" shall normally be paid upon initial employment into a 5-step pay range.
3. Step B. An eligible employee shall be considered for advancement to Step "B" 13 bi-weekly pay periods (approximately six months) following the date of hire.
4. Exception. If employed at other than Step "A" in a 5-step pay range for the class, then consideration for advancement to the next salary step will take place 26 bi-weekly pay periods (approximately one year) following the date of hire.
5. Advancement Beyond Step B. Consideration for each subsequent step advancement shall be after 26 bi-weekly pay periods (approximately one year).
6. Reinstatement or Re-employment at Above Entrance Step. In the case of an employee who is reinstated at any step above Step "A" in the pay range for the class, said employee may be advanced to the next higher step in the

pay range no sooner than 26 bi-weekly pay periods (approximately one year) from the anniversary date of the employment or reinstatement.

D. Step Advancement Not Automatic

No advance in salary steps shall be automatic upon completion of the periods of service outlined above, and all increases shall be made on the basis of merit as established by the employee's work performance and after written recommendation of his/her Department Head and approved by the City Manager. Step advancement may be withheld in cases of inferior work performance or lack of application.

E. Special Salary Adjustments

In order to correct gross inequities, or to reward outstanding achievement and performance, the City Manager may, upon recommendation of the Department Head and the Human Resources Director, adjust the salary step of an incumbent of a particular position to any higher step within the pay range for the class to which the position was allocated.

F. Applicable Salary Rates Following Pay Range Increases and Decreases

When a pay range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step B, Step C to Step C, etc) and their anniversary date shall not be changed.

G. Pay Range Change on Anniversary Date

In the event that a pay range change becomes effective on an employee's anniversary date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

H. Pay Range Change on Date of Promotion

In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustments to which entitled in the lower class, and then the next higher step in conjunction with the promotion.

Acting Pay

I. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, a minimum of five percent (5%) additional compensation, but not to exceed the maximum of the range established for the higher classification. To be entitled to acting pay, employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours. (Resolution 80/234 and administrative application).

J. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

K. Holiday Pay – Sworn Management

AP SMA members assigned to work on a holiday including a previously scheduled floating holiday, shall receive time and one half pay in addition to their regular rate of pay.

L. Shift Differential – Sworn Management

2-1/2% for swing shift when the majority of the shift is scheduled after 1600 hours.

5% for graveyard shift when the majority of the shift is scheduled after 2000 hours

M. Senior Officer Pay

Effective the first full payroll period after November 1, 2007 in recognition of a sworn peace officer establishing seniority in the profession, the City will pay each officer an additional amount based on the officer's tenure as a full time sworn peace officer in the State of California. This shall only apply to Peace Officers defined in Chapter 4.5, Section 830 of the California Penal Code who were employed as full time peace officers with a City Police Agency, County Sheriff Department or California Highway Patrol.

Employment as a full time sworn peace officer defined in Section 830.6 of the California Penal Code will not be included in determining tenure.

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167	2.5 %

month	
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %
Beginning the 288 month	10.0%

The City and the Association reserve the right to request additions to full time sworn peace officers defined in Chapter 4.5 of the California Penal Code, which will be included in determining tenure. Additionally, this may be done on a case by case basis for individual applicants.

Only those additions, which are mutually agreed upon by both the City and the Association shall be added.

The above amounts are non-compounding.

N. Investigations Special Compensation

The Lieutenant assigned in writing to the Investigations Division shall receive a differential of 5.0% of the employee's base salary for all hours worked in the Investigations Division.

3. HEALTH & WELFARE BENEFITS

A. Medical Insurance

1. The City contracts with the Public Employees' Retirement System (PERS) and the Local 3 Public Sector Health and Welfare Trust 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 PERS and the City's Medical-After-Retirement Policy.
2. The City shall pay the PERS Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who subscribes for coverage.
3. Except as provided herein, represented employees shall purchase medical insurance through the PERS 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 PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.



B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to two times (2x) the employee's base salary up to a maximum of \$250,000, effective on the first day of the month following the date of hire. Employees may elect to waive the life insurance benefit amount in excess of \$50,000. Employees shall be required to enroll in this life insurance policy and pay the premium through the cafeteria plan. At separation from the City, employee will be offered the opportunity to convert their group life insurance policy to an individual policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance.

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.
2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program.

1. The City shall make available to employees the City's current Employee Assistance Program (EAP), which is administered by MHN.
2. Enrollment in the EAP is mandatory.

G. Flexible Benefits (Cafeteria) Plan

The City will continue the flexible benefits plan as constituted on July 1, 2007.

1. Effective January 1, 2008, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the 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 January 1, 2008 and each January 1 thereafter for the duration of this agreement, the amounts specified in Section G., 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 (10.0%) per year. In the event the increase that year is more than ten percent, the City will pay fifty percent (50%) of such increase and the employee will be responsible for the other fifty percent (50%) of such increase over the ten percent (10.0%).
  - 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: twelve percent (12%) increase one year, employee pays one percent (1%).

The following year has an eight percent (8%) increase, City picks up that one percent (1%) from the previous year for a total of nine percent (9%). Not to exceed ten percent (10%) to the City in a year where the premium increase was actually less than ten percent (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 Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 under the 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 Flexible Benefit Plan to cover the cost of such selections.
  - 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 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 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.

H. Alternative Services

The City and the Association may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.

The City also reserves the right to offer optional alternative health and welfare benefit programs.

I. Non-Industrial Disability

1. Medical, dental and life insurance shall be paid by the City during the first six (6) months of an unpaid leave of absence.

J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. If an employee exhausts their full year of "4850 time" prior to a permanent and stationary determination for such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. The employee may be eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability plan
2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

4. RETIREMENT BENEFITS

A. PERS

The City shall provide coverage for all APSMA members at 3% @ 50 Formula for Safety members. In addition, the City shall provide Single Highest Year Compensation, Employee Paid Member Contribution (EPMC), 1959 level two survivor benefit, Military Service Credit Buy Back, and any other items for which the City has contracted effective with the start of this contract.

Effective the first pay period after March 1, 2017, sworn classic and legacy employees shall contribute a total of 12.0% of pensionable compensation (an additional 3.0%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.

Sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

**B. Deferred Compensation**

During the term of this agreement the City shall not make any contributions to the employees deferred compensation account.

**C. Medical-After-Retirement**

**PLAN A**

**I. Eligibility**

- A.** This Plan A is available to bargaining unit members of the Antioch Police Sworn Management Association (APSMA) who have been employed by the City of Antioch Police Department for ten (10) years and retire(d) from the City of Antioch with a PERS retirement after November 1<sup>st</sup> 2004 and begin to draw PERS retirement benefits effective upon the date of separation from the City.
- B.** The spouse and dependents of eligible participants will be covered under this plan and eligible for coverage at the same level as the retiree. The spouse and dependents of a deceased retiree shall continue coverage at the same level except that such coverage will cease for the spouse upon his/her remarriage.
- C.** Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within the legally prescribed time from the date the coverage ends to make arrangements for conversion continuation.
- D.** The City will pay the premium costs for health insurance, as specified in IV, for the survivors of a member of APSMA who dies while employed by the City, provided that the employee has completed a minimum of five (5) years of employment with the City of Antioch.

## **II. Enrollment Period**

Upon retirement, an employee who is eligible for benefits pursuant to this Plan A must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to be enrolled in City-sponsored medical insurance.

Nothing in this section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. Retirees or spouses who chose alternative medical coverage and who are age 65 or above are subject to provisions of Section III. B.

If a retiree chooses to enroll in an alternative health insurance plan not provided by the City, such enrollment must be made within thirty (30) days of the date the employee's retirement becomes effective. A retiree who does not enroll in a City sponsored health insurance plan within the above thirty (30) days of his retirement, may enroll in a City sponsored plan at a later date.

Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).

## **III. Coverage**

- A.** A retiree, widowed spouse or dependents may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier, or may seek alternative medical insurance pursuant to II above.

If insurance providers available for active City employees are changed, the City will make provisions to cover retirees.

- B.** A retiree and his/her spouse who attain age 65 and who are also enrolled in the City sponsored medical insurance must comply with the Medicare Supplement rules of the City's medical insurance plans. The City may also provide Medicare supplemental plans.

The City recognizes there may be some employees who are covered under this plan and who may not be eligible for Medicare. The City will provide medical insurance plans for those employees. Eligible retirees, spouses and dependants

who are not covered by Medicare will continue to receive coverage using the same medical insurance plans offered by the city to active employees.

#### **IV. Minimum Employer Contribution**

Each year, prior to open enrollment, the Employer Contribution cap will be set using the active employee's Kaiser Rate structure. Such cap will take into account the PEMCHA required Employer minimum.

For an employee only it will be the single party rate.

For an employee plus one dependent it will be the two party rate.

For an employee plus two or more dependents it will be the family rate.

(e.g. In 2008 the PEMHCA Kaiser single rate for Bay Area is \$470.67 per month.

The City's contribution toward a single party retiree in 2008 thus is the PEMHCA required minimum of \$97.00 plus \$373.67 for a total of \$470.67 per month.)

#### **V. Payments**

Any medical premium cost above the cap in IV above will be the responsibility of the retiree or his/her widowed spouse or dependents and shall be deducted from his/her PERS retirement check. The retiree or his/her widowed spouse or dependents will be responsible for authorizing these deductions.

Should an employee elect alternative medical coverage, reimbursement will be based on the out of pocket expense of the alternative coverage; however, it is not to exceed the employer contribution cap.

This Plan A is subject to any and all applicable State and Federal regulations. Changes to this Plan A necessary to comply with such regulations shall be made by the parties.

### **PLAN B**

Bargaining Unit Employees Hired by the City after September 1, 2007 will be covered solely by Plan B.

For employees hired after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical-After-Retirement Account (MARA). In the event the employee makes a contribution, if permitted by the IRS, of up to Two point Five percent of the employee's base monthly salary toward the Medical- After-Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%).

Employees in plan B shall have proprietary right to their individual plan and upon separation from the City shall maintain such right.

The parties agree to participate in a City wide committee to implement the new Medical After Retirement Account program. Among the topics to be considered, but not limited to, will be the following;

- The ability of current employees to switch to the new MARA.
- The ability of all employees to contribute additional monies to the MARA.

D. Retire/Rehire Program

The City shall implement a Retire/Rehire Program for this bargaining unit and it shall remain in place until February 28, 2022. APSMA members will be afforded the opportunity to work up to 960 hours each fiscal year for a maximum of two fiscal years.

To be eligible for the Retire/Rehire Program an individual must meet the following:

Must be age 50 or older.

Must have a minimum of 20 years of service with the City of Antioch.

Must have retired from the City of Antioch with a service retirement from Cal PERS.

The rate of pay will be limited to the employee's current salary range and step prior to retirement. The return position will be hourly only; no benefits or other payments except those mandated by law.

Any employee participating in the Retire/Rehire program shall meet with the Department to determine the individual's schedule.

The Retire/Rehire Program shall comply with all PERS rules and regulations.

5. LEAVES

A. Holidays

The City shall observe the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	3rd Monday, January
Lincoln's birthday	February 12th
Washington's Birthday	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September



Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

AP SMA members will have the observed holiday off at the discretion of the Chief of Police. If required to work, employees will receive holiday pay. If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

B. Floating Holidays

The City shall provide three (3) floating holidays in a calendar year; however, employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.

C. Vacation

1. Police Captains and Police Lieutenants with original City hire dates after March 1, 1992, shall earn vacation leave as follows:

3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service.

4.615 hours per pay period from the start of the fifth year through the ninth year of service.

5.539 hours per pay period from the start of the tenth year through the fourteenth year of service.

6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service.

7.692 hours per pay period from the start of the twentieth year of service.

2. Police Captains and Police Lieutenants, with original City hire dates prior to March 1, 1992, shall earn annual vacation leave as follows:

4.923 hours per bi-monthly pay period from the date of initial hire through the fourth year of service.

6.153 hours per pay period from the start of the fifth year through the ninth year of service.

7.077 hours per pay period from the start of the tenth year through the fourteenth year of service.

7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service.

9.230 hours per pay period from the start of the twentieth year of service.

3. New members of APSMA hired from outside the City of Antioch shall complete six (6) months of service with the City before being eligible to take vacation time.
4. Employees may earn vacation credit up to a maximum accumulation for 24-months (2-years) service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).
5. Employees may cash out up to 60 hours of accrued vacation leave once each calendar year. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 60 hours of accrued vacation leave. The employee can choose to have the 60 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 60 hours (i.e., 30 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate of 3.692 hours per bi-weekly pay period with unlimited accumulation.
2. Sick leave may not be used before it is earned.

3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.
5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.
6. Sick leave may be used only in the following situations:
  - a. 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, 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.

#### Sick Leave Upon Separation

An employee who separates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

#### Conversion

At the end of each calendar year if the employee has used less than forty (40) hours of sick leave, he/she may convert up to ninety-six (96) hours of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce the sick-leave balance to less than two-hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

#### E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Human Resources Department.

F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.
2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.
- 3.. When a leave of absence is due to illness or injury, the City shall pay medical, dental, and life, insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law.

H. Jury Duty

1. Any employee legally required to serve as a juror or witness in any judicial proceedings on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is required to appear in court for a personal and/or non-work related issue.

A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed in relation to his/her City employment.

2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.
3. No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a party to such action or proceeding, excepting there from actions initiated by the City and having some connection with such employee's employment by said City.

I. Funeral Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.
2. The amount of time off shall depend on the individual circumstances, but in no case shall it exceed three (3) days. The department head involved must be notified immediately.

J. Administrative Leave

- 1 Each January, APSMA members will receive 80 hours of administrative leave.
- 2 Administrative leave under this policy is not subject to being cashed out or "rolled over" and administrative leave is recorded exclusively on a "use it or lose it" basis for each calendar year.
- 3 Hours taken must be approved by the Department Head prior to use, consistent with work schedules and responsibilities.
- 4 The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for FLSA exempt employees who work an extraordinary work assignment or occurrence. In January of each year, the City Manager will prepare a report to the City Council identifying any positions that received additional hours for the prior year and the related reasons.
- 5 New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or prorated basis for the calendar year.

6. MISCELLANEOUS

A. Vehicles, Mileage and Meals

APSMA members who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by the Internal Revenue Service (IRS). This rate shall be adjusted when the IRS changes the rate.

For the term of this MOU the employees in this bargaining unit will be governed by the same Mileage and Meal provisions of the employees that

they supervise. Those conditions are as provided for in the POA MOU Article XI D.

B. Uniforms

Effective November 1, 2016, members shall receive a uniform allowance of Eight Hundred Sixty Dollars and No/100ths (\$1,040.00) per year paid at the rate of Eighty-six Dollars and 67/100ths (\$86.67) per month.

Effective each November 1 thereafter for the duration of this Agreement, the uniform allowance for APSMA Members shall be increased by Twenty Dollars and No/100ths (\$20.00) per year, paid on a monthly basis.

C. Safety Equipment

1. Ballistic Vests

The City shall provide all APSMA members with a ballistic vest upon employment. Should such vest become unserviceable due to normal wear and tear, or defects, or the manufacturer's warranty date expires, the City shall replace the vest at no cost to the employee.

- a. The City reserves the right to determine the ballistic vest specifications including, but not limited to, manufacturer, design, threat level, etc.
- b. Members may, of their choosing, opt to purchase their own vest provided the chosen vest either meets or exceeds the ballistic vest specifications utilized by the Department. Should the cost of the vest exceed the cost of the City-issued vest, the City will reimburse the employee's expense, not to exceed the cost of the City-issued vest.

D. Educational Incentive

1. The City will reimburse employees for books, tuition, and mileage for approved college classes in accordance with Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).
2. APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically two and one half (2 ½ %) percent for an AA Degree; five (5%) percent for a BA Degree And seven and one-half percent (7.5%) for a MA degree.

## 7. GRIEVANCE PROCEDURES

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

### A. Grievance Procedure

1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of merit system rules and regulations or Memorandum of Understanding.
2. It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Therefore, there must be time limits between the initiation of the grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance not initiated or pursued by the employee or the City, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by either party, as the case may be, unless the time limit is extended by written agreement of both parties.

At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

3. Any employee in the merit system shall have the right to use the grievance procedure. Every employee or employee organization shall be able to use this grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through his/her employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.
4. Grievances will be processed in the following manner and within the stated time limits:
  - a. If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented within ten (10) working days following the occurrence of the

event or discovery of the event upon which the grievance is based. The supervisor shall make a thorough investigation of the reported grievance and render his or her decision within three (3) working days. Most grievances should be solved at this employee-supervisor level.

- b. If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.

At this step of the grievance procedure, a supervisor or employee, individually or through his or her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Department Head in this step shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days.

- c. If the employee is not satisfied with the decision of the Department Head in the second step and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within five (5) working days of the date the decision was rendered by the Department Head in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this step, shall proceed to step d
- d. If the Association is not satisfied with the City Manager's or designee's decision at step (c.) of the disciplinary appeal or grievance procedure, the Association may require that the disciplinary appeal or grievance be referred to an impartial arbitrator by notifying the City Manager within ten (10) days of the conclusion of step (c.) The impartial arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction or discharge of an employee or to a grievance shall be final and binding on both parties.



No Arbitrator shall entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Section.

B. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal to an Arbitrator any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in merit step and terminations. Failure to successfully complete a probationary period or to obtain a merit increase are not a disciplinary action and are not subject to appeal.
2. Within fifteen (15) calendar days after notice of discharge, demotion, reduction in merit step, suspension, the employee or the APSMA , may file an appeal in writing to the Human Resources Director. If the 15th day falls on a weekend or holiday, the deadline shall be 5:00 p.m. of the next City Hall working day.
3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.

C. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

D. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

1. While it is recognized by the City and the APSMA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Section 7 of the MOU between the City and APSMA, it is agreed between the City and the APSMA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APSMA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
  - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.
  - b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
  - c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
  - d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
    - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
    - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
    - Since the Letter was issued, the employee has incurred further discipline.
    - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
    - The employee has a prior disciplinary suspension(s).

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the APSMA in writing.

8. LAYOFF

The City shall not furlough, demote an employee for non-disciplinary reasons or layoff Sworn APSMA members from January 1, 2011 to February 28, 2016. The parties may mutually agree to amend or modify this.

9. SEPARABILITY OF PROVISIONS

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

10. REOPENER

During the term of this agreement, either party can initiate negotiations regarding the elements contained in this agreement, by providing the other party a written notice requesting the other party to meet and confer. The parties will begin negotiations within thirty (30) days of the written request. The City and APSMA are required to negotiate in good faith regarding all issues, including maintaining the appropriate differential between the top step Sergeant (APOA classification) and the top step of the Lieutenant (APSMA classification). Formerly the City maintained a 25% differential between the top step of each classification.

11. TERM OF AGREEMENT

This Memorandum of Understanding is for a term commencing, March 1, 2017 through February 28, 2022.

**CITY OF ANTIOCH**

**ANTIOCH POLICE SWORN MANAGEMENT**

\_\_\_\_\_  
***Steve Duran***  
***City Manager***

\_\_\_\_\_  
***Tammany Brooks***

\_\_\_\_\_  
***Anthony Morefield***

\_\_\_\_\_  
***Leonard Orman***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**MEDICAL COMPONENT ONLY WORK SHEET FOR CAFETERIA BENEFIT PLAN AND  
RETIREE PAYMENT CALCULATION**

Using the Kaiser Single Party as an example

	<b>Calculations</b>		<b>Calculations</b>
<b>Kaiser 2007 rate PERS Bay Area</b>	<b>\$ 431.17</b>	<b>Kaiser 1-1- 2008 rate PERS Bay Area</b>	<b>\$ 470.67</b>
<b>PEMCA minimum 2007 (paid by City separately to PERS)</b>	<b>\$ 80.80</b>	<b>PEMCA minimum 2008 (paid by City separately to PERS)</b>	<b>\$ 97. 00</b>
<b>City contribution toward single party medical component of Cafeteria plan or retiree medical base number</b>	<b>\$350.37</b>	<b>City contribution toward single party medical component of Cafeteria plan or retiree medical base number</b>	<b>\$373.67 + \$97.00 (from above) = \$470.67</b>

Using the Kaiser Two Party as an example

	<b>Calculations</b>		<b>Calculations</b>
<b>Kaiser 2007 rate PERS Bay Area</b>	<b>\$ 862.34</b>	<b>Kaiser 1-1- 2008 rate PERS Bay Area</b>	<b>\$ 941.34</b>
<b>PEMCA minimum 2007 (paid by City separately to PERS)</b>	<b>\$ 80.80</b>	<b>PEMCA minimum 2008 (paid by City separately to PERS)</b>	<b>\$ 97. 00</b>
<b>City contribution toward two party medical component of Cafeteria plan or retiree medical base number</b>	<b>\$781.54</b>	<b>City contribution toward two party medical component of Cafeteria plan or retiree medical base number</b>	<b>\$844.34 + \$97.00 (from above) = \$941.34</b>


**Using the Kaiser Family as an example**

	<b>Calculations</b>		<b>Calculations</b>
<b>Kaiser 2007 rate PERS Bay Area</b>	<b>\$1,121.04</b>	<b>Kaiser 1-1- 2008 rate PERS Bay Area</b>	<b>\$1,223.74</b>
<b>PEMCA minimum 2007 (paid by City separately to PERS)</b>	<b>\$ 80.80</b>	<b>PEMCA minimum 2008 (paid by City separately to PERS)</b>	<b>\$ 97. 00</b>
<b>City contribution toward family medical component of Cafeteria plan or retiree medical base number</b>	<b>\$1,040.24</b>	<b>City contribution toward family medical component of Cafeteria plan or retiree medical base number</b>	<b>\$1,126.74 + \$97.00 (from above) = \$1,223.74</b>

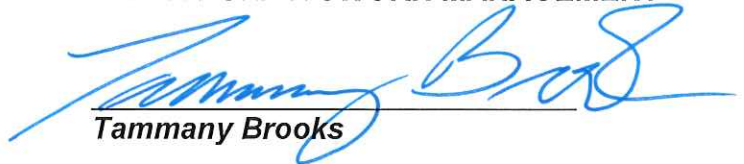
11. TERM OF AGREEMENT


This Memorandum of Understanding is for a term commencing, March 1, 2017 through February 28, 2022.

**CITY OF ANTIOCH**

  
\_\_\_\_\_  
**Steve Duran**  
**City Manager**

**ANTIOCH POLICE SWORN MANAGEMENT**

  
\_\_\_\_\_  
**Tammany Brooks**

  
\_\_\_\_\_  
**Anthony Morefield**

  
\_\_\_\_\_  
**Leonard Orman**

01/05/2017  
\_\_\_\_\_  
Date

1/5/17  
\_\_\_\_\_  
Date

# **"ATTACHMENT F"**

## **NOVEMBER 22, 2016 COUNCIL MEETING STAFF REPORT AGENDA ITEM NUMBERS: 16 – 21:**

16. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE CONFIDENTIAL UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

***Reso No. 2016/136 adopted, 5/0***

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 Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

17. TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL UNION NO. 3 (OE 3) FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

***Reso No. 2016/137 adopted, 5/0***

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 (OE 3); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

18. SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) REGARDING NON-SWORN POLICE DISPATCHER CLASSIFICATION SALARIES

***Reso No. 2016/138 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.



## **"ATTACHMENT F"**

- 19.** TENTATIVE AGREEMENTS BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) FOR THE PERIOD OF SEPTEMBER 1, 2016 – AUGUST 31, 2021

***Reso No. 2016/139 adopted, 5/0***

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) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements.

- 20.** TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (AP SMA) FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022

***Reso No. 2016/140 adopted, 5/0***

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 Police Sworn Management Association (AP SMA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

- 21.** TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT UNIT FOR THE PERIOD OF OCTOBER 1, 2016 – SEPTEMBER 30, 2021

***Reso No. 2016/141 adopted, 5/0***

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
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

**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, 2016 – September 30, 2021

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### **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 Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Confidential Unit Tentative Agreement for FY2016/17 is \$28,903.

### **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and the Confidential Unit covered the period of October 1, 2013 – September 30, 2016. Representatives of the City and Confidential Unit have been meeting and conferring in good faith 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.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.
- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Equity Adjustment for the Administrative Analyst classification effective the first full pay period after October 1, 2016. The equity adjustment shall be effective prior to the application of the general salary increase. Administrative Analyst I new top step \$6,422 (range \$5,283 - \$6,422); Administrative Analyst II new top step \$7,072 (range \$5,818 - 7,072); Administrative Analyst III new top step \$7,853 (range \$6,461 - 7,853).
- California State Disability Insurance. The City is willing to participate in the appropriate election process to allow for this bargaining unit to participate in the 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 Confidential Bargaining Unit. If the bargaining unit votes to participate in SDI, the City will integrate sick leave with the California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement
  - Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
    - 95% of the Kaiser premium for which the employee is eligible for
    - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.

- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
  - Employee's hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.
- Bereavement. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

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.

## **ATTACHMENTS**

### A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

**RESOLUTION NO. 2016/\*\***

**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, 2016 –  
SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE DIRECTOR TO  
AMEND THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Confidential Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

**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, 2016 through September 30, 2021.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and the Confidential Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2016/17 budget 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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**City of Antioch**  
**Proposal to**  
**Confidential Unit**

November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)
2. Article 1 Compensation A. Salaries
  - Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
3. Article 1 Compensation A. Salaries – Equity Adjustment effective the first full pay period after October 1, 2016. The equity Adjustment shall be effective prior to the application of the general salary increase.
  - Administrative Analyst I – New Top Step - \$6,422
  - Administrative Analyst II – New Top Sep - \$7,072
  - Administrative Analyst III – New Top Step - \$7,853
4. Article 1 Compensation B. Elimination of Furlough/Salary Reduction – Delete
5. Article 1 Compensation C. “Me Too” Clause – Maintain current language
6. “New” – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.
7. Article 2 Hours of Work

Alternate Work Schedule – Upon request of the employee and mutual agreement of the Department Head, an employee may work an alternate work schedule, if the alternate work schedule meets the operational needs of the department and does not impact City Services.

An alternate work schedule may be modified or eliminated by the Department Head with 30 day notice to the impacted employee(s).

8. Article 3 Health and Welfare Benefits New. SDI–

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 Confidential 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.

9. Article 3 Health and Welfare Benefits H. Gym/Health Club Reimbursement Program

The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.

Employees, who provide written proof of membership pursuant to paragraph 1 above may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

10. Article 3 Health and Welfare Benefits I. Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
  - 95% of the Kaiser premium for which the employee is eligible for.
  - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution. (See Language Below)
  - If the costs of an employee's selections under the Flexible Benefits 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. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of medical shall be limited to \$250 per month.

**Actual language for the flexible benefit (cafeteria) plan**

I. Flexible Benefits (Cafeteria) Plan.

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:

- a. For each employee who is eligible for employee only medical coverage, the City shall contribute \$ 620.39 per month.
- b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute \$ 1,078.60 per month.
- c. For each employee who is eligible for family medical coverage, the City shall contribute \$ 1,390.97 per month.
- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section I.2.a, b and c of this Document will be increased by the amounts determined pursuant to the following procedures:
  - i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
  - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
  - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
  - iv. The City would then increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section I.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.



2. Effective January 1, 2019, 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:
  - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
  - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
  - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
  - d. 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).
    - i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 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 under the Flexible Benefit Plan.
  - b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.

- 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 each month and one-half (1/2) of the money reverting to the City. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, 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 each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.

- 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 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.

- 4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

#### 11. Article 5 Leaves K. Bereavement

- 1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's

grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

12. Article 7 Miscellaneous D. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

For the City of Antioch

For the Confidential Unit

\_\_\_\_\_

Jamara Lewis

\_\_\_\_\_

Sharon Daniels

\_\_\_\_\_

Date: \_\_\_\_\_


Date: Nov. 4, 2016



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

**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 (OE 3) for the Period of October 1, 2016 – September 30, 2021

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### **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 (OE 3); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Local 3 Tentative Agreement for FY2016/17 is \$113,524 of this amount \$55,073 is General Fund.

### **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and Operating Engineers Local Union No. 3 (OE 3) covered the period of October 1, 2014 – September 30, 2016. Representatives of the City and OE 3 have been meeting and conferring in good faith 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.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.
- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Vacation accumulation cap to 21 months.
- Bereavement Leave. Time off with pay to attend funeral of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents, grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement
  - Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
    - 95% of the Kaiser premium for which the employee is eligible for
    - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.
  - If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
    - If the cost of an employee's selections under the Flexible Benefits 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 unused money reverting to the City. The employee may contribute the wages

received under this section to the employee's deferred compensation account subject to the plan limits.

- Employee's hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

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.

### **ATTACHMENTS**

#### A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

**RESOLUTION NO. 2016/\*\***

**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 (OE 3) FOR THE PERIOD OF  
OCTOBER 1, 2016 – SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE  
DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Operating Engineers Local Union No. 3 (OE 3) had a Memorandum of Understanding covering the period of October 1, 2014 – September 30, 2016; and

**WHEREAS**, in accordance with Government Code Section 3505, the City’s Negotiating Team met and conferred in good faith with representatives of the OE 3 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and the OE 3 reached a Tentative Agreement for a successor Memorandum of Understanding for the period of October 1, 2016 through September 30, 2021.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and the OE 3 for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2016/17 budget 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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

**Tentative Agreement**

**Between**

**City of Antloch**

**And**

**Operating Engineers #3**

October 13, 2016 Revised November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)

2. Article 11.1 Salaries

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

3. Article 11.2 "Me Too" Clause - Deleted

4. Article 11.8 "New" - The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

5. Article 15.3 Vacation Accumulation -- Increase vacation accumulation cap to 21 months.

6. Article 17.5 Bereavement Leave

Time off with pay to attend funerals of immediate family members (spouse, registered domestic partner, children, step children, registered domestic partner's children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed. The actual amount of time off shall depend on the individual circumstances, but normally shall not exceed three (3) work days. In unusual circumstances, or when services will be held more than 500 miles from Antloch, up five (5) days of Bereavement Leave may be

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approved by the City Manager. Bereavement Leave in excess of three (3) days shall be charged to the employee's sick leave. Decisions of the City Manager shall be final and will not be greivable. The Department Head Involved must be notified in advance.

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7. Article 12.9 Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
  - 95% of the Kaiser premium for which the employee is eligible for.
  - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
  - If the costs of an employee's selections under the Flexible Benefits 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. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of medical shall be limited to \$250 per month.

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Language for Article 12.9 Flexible Benefits.

12.9 Flexible Benefits (Cafeteria) Plan.

- A. Effective January 1, 2015 the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees:
1. For each represented employee who is eligible for employee only medical coverage, the City shall contribute \$595.72 per month.
  2. For each represented employee who is eligible for two (2) party medical coverage, the City shall contribute \$1053.90 per month.
  3. For each represented employee who is eligible for family medical coverage, the City shall contribute \$1366.79 per month.

At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine the flexible benefits/cafeteria plan contributions for the following year as follows:

- a. The City shall add the dollar values increase in premiums for the Kaiser health plan (single, 2-party, family) and the most costly dental plan.

- b. The City then shall divide the sum of these changes by 2, to determine a 50%/50% split of the increase in premiums
  - c. The City's contribution towards the flexible spending/cafeteria plan shall be modified by 50% of the premium increase. This 50%/50% sharing of premium increases shall be capped at a maximum annual increase of \$1,000 out of pocket per employees (a \$2,000 combined total premium increase). In the event that the annual premium increase exceeds \$2,000, the City shall pick up 100% of the premium in excess of \$2,000.
- B. Effective January 1, 2019, 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 ninety five percent (95%) 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 ninety five percent (95%) of the Kaiser two (2) party rate per month.
  3. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) 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).
    - a. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
- C. Each employee shall file an election in writing during the month of Open Enrollment each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
1. 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 under the Flexible Benefits Plan.
  2. 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 Flexible Benefits Plan to cover the cost of such selections.

3. If the costs of an employee's selections under the Flexible Benefits 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. Or, the employee may elect to have one-hundred percent (100%) of the unused money deposited into his/her deferred compensation account, not to exceed the maximum allowable employee contribution.

Effective January 1, 2019, 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 each month and one-half (1/2) of the money reverting to the City. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.

4. 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. In the event an employee does not timely report a change of dependent status that affects the amount of the City's monthly contribution, the employee shall reimburse the City for any overpayment paid by the City via payroll deduction.
5. The City will not treat the employee share of premium payments within the 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.

D. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

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For OE #3

For the City of Antloch



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Date: 11-3-2016


Date: \_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

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

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

**SUBJECT:** Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) Regarding Non-Sworn Police Dispatcher Classification Salaries

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1) Approving the Side Letter between the City of Antioch and the Antioch Police Officers Association (APOA) regarding non-sworn Police Dispatcher classification salaries; and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Side Letter.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this Bargaining Unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the APOA Side Letter for FY2016/17 is \$100,816.

### **DISCUSSION**

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. It was decided by both parties to prepare a Side Letter for the Police Dispatcher classification salaries.

The Terms of the Side Letter are:

Effective the first full payroll period after September 1, 2016, the salary schedules for all Police Dispatcher Classifications shall be converted from a six step scale to a five step scale. The existing Step B salary shall become the new Step A salary and each

succeeding salary step shall be successively re-lettered so that the existing Step F becomes the new Step E salary. All dispatch employees shall move to the corresponding step on the new Salary Schedule (i.e. a Dispatch Employee who is at Step C on the old scale shall move to Step C on the new scale). Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at Step F on the old salary schedule will be placed at Step E on the new Salary Schedule.

Effective January 1, 2017, a new Step F (5% above Step E) shall be added to the Salary Schedules for all Police Dispatcher Classifications. All Dispatch Employees who are at Step E and Step F of the previous Salary Schedule for at least 12 months shall move to Step F on the new scale.

### **ATTACHMENTS**

#### **A. Resolution**

Exhibit 1 to Resolution – Antioch Police Officers Association (APOA) Side Letter

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
 APPROVING THE SIDE LETTER BETWEEN THE CITY OF ANTIOCH AND THE  
 ANTIOCH POLICE OFFICERS ASSOCIATION (APOA) REGARDING NON-SWORN  
 POLICE DISPATCHER CLASSIFICATION SALARIES, AND AUTHORIZING THE  
 FINANCE DIRECTOR TO AMEND THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Antioch Police Officers Association (APOA) had a Letter of Understanding covering the period of March 6, 2012 – August 31, 2016; and

**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 agreed to a Side Letter to address the Non-Sworn Police Dispatcher classification salaries.

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

**Section 1.** That the Side Letter between the City of Antioch and the APOA regarding Non-Sworn Police Dispatcher classification salaries, is approved; and

**Section 2.** The salary schedule for the Non-Sworn Police Dispatcher classification effective the first full pay period after September 1, 2016 is; and

	Step A	Step B	Step C	Step D	Step E
Lead Police Dispatcher	\$5,870	\$6,164	\$6,472	\$6,796	\$7,136
Police Dispatcher	\$5,219	\$5,480	\$5,754	\$6,042	\$6,344

**Section 3.** The salary schedule for the Non-Sworn Police Dispatcher classification effective January 1, 2017 is; and

	Step A	Step B	Step C	Step D	Step E	Step F
Lead Police Dispatcher	\$5,870	\$6,164	\$6,472	\$6,796	\$7,136	\$7,493
Police Dispatcher	\$5,219	\$5,480	\$5,754	\$6,042	\$6,344	\$6,661

**Section 4.** The Finance Director is authorized to amend the FY2016/17 budget to implement the provisions of the Side Letter.

\* \* \* \* \*

**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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN**  
 CITY CLERK OF THE CITY OF ANTIOCH

**SIDE LETTER AGREEMENT  
BETWEEN  
THE CITY OF ANTIOCH  
AND  
THE ANTIOCH POLICE OFFICERS ASSOCIATION (APOA)  
REGARDING  
NON-SWORN POLICE DISPATCHER CLASSIFICATION SALARIES**

xxxxber xx, 2016

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e. a dispatch employee who is at step C on the old scale shall move to step C on the new scale). Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Timothy Talbot      Date  
For APOA

\_\_\_\_\_  
Glenn Berkheimer      Date  
For the City of Antioch



**Tentative Agreement  
Between  
  
The City of Antioch  
And  
Antioch Police Officer's Association  
Proposal #27**

**SUBJECT: Article VI Compensation, Section A Salaries**

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ARTICLE VI

COMPENSATION

A. Salaries

Sworn:

Effective the first full pay period after September 1, 2016, salaries for the police officer classification shall be increased by 4.5%.

Effective the first full pay period after September 1, 2017, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2018, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2019, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2020, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

For purposes of this provision, the City shall compare the top step officer salaries paid by the cities of Richmond, Walnut Creek, Pittsburg and Concord each August. The survey shall compare base salary only and shall subtract the percentage paid by employees towards their pension benefits in order to reflect the true salary.

TKT  
11/15/16

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 6.0%.~~

~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

~~Effective the first full payroll period after September 1, 2014, salaries shall be increased between a minimum of two percent (2%) and a maximum of four and one-quarter percent (4.25%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~Effective the first full payroll period after September 1, 2015, salaries shall be increased between a minimum of two percent (2%) and a maximum of five percent (5%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~For the purpose of the four-city formula calculations, the City will use the comparison City's known Monthly Top Step Police Officer Salary as of the effective date (e.g. the first measure is for March 1, 2008 and the published salary as of March 1, 2008 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.~~

~~A differential of 7.5% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2007 a differential of 8.75% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2008 a differential of 9.0% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2009 a differential of 11.25% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2010 a differential of 12.5% shall be maintained between Police Officer and Police Corporal.~~

~~A differential of 15.0% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2007 a differential of 17 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2008 a differential of 20% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2009 a differential of 22 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2010 a differential of 25% shall be maintained between Police Officer and Police Sergeant.~~

TKS  
4/15/16

Non-Sworn

SIDE LETTER

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

MOU LANGUAGE

Effective the first full pay period after September 1, 2016, the salaries for community service officer classifications shall be increased by 2.5%.

Effective the first full pay period after September 1, 2017, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2018, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2019, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2020, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

TKT  
11/15/16

~~Effective March 1, 2008 the City will implement an additional Five Percent (5.0%) top step salary step for the Dispatch classifications and reserves the right at a future time to implement an entry step to the Dispatch classifications that is Five percent (5.0%) below the current entry step for the Dispatch classifications.~~

~~The City will conduct a salary survey on or about September 1, 2009 and complete the salary survey by September 15, 2009 for the non-sworn classifications, and discuss the ability to make increases as mutually agreed upon between the parties. The parties agree to meet and review the parameters of the market adjustment salary on or about August 15, 2009. Mutually agreed increases to salary shall become effective the first full pay period after the agreement.~~

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 5.0%.~~

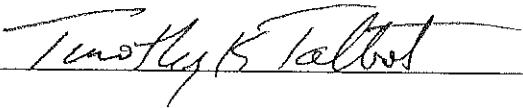
~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

For the City

For the APOA

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: 11/15/16

~~Effective the first full payroll period after September 1, 2014, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2013 to August 2014 with a minimum of 2.0% and a maximum of 4.25%.~~


~~Effective the first full payroll period after September 1, 2015, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2014 to August 2015 with a minimum of 2.0% and a maximum of 5.0%.~~



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

**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, 2016 – August 31, 2021

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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) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreements.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Tentative Agreements for FY2016/17 is \$1,579,605.

### **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, 2007 – August 31, 2013 with a Letter of Understanding dated March 6, 2012 agreeing to modify the MOU extending the period to August 31, 2016. 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 with the Letter of Understanding 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.

Tentative Agreements have been reached. The major terms of the Tentative Agreements are:

- Five-year contract ending August 31, 2021.
- Sworn; 4.5% wage increase effective the first full pay period after September 1, 2016.
- Sworn; effective the first full pay period after September 1, 2016 the employee shall pay an additional 2.5% of the City's PERS contributions in a tax deferred manner (bringing the Total paid by the employee to 11.5%)
- Non-Sworn, CSO classification 2.5% wage increase effective the first full pay period after September 1, 2016.
- Sworn; eligible for 5% differential pay only during those times when they are acting as Field Training Officers (FTO).
- Lead Police Dispatchers and Police Dispatchers shall be eligible for 5% differential pay only during those times when they are acting as Communication Training Officers (CTO).
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows: AA Degree \$75 per month; BA/BS Degree \$105 per month.
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: POST Intermediate Certificate 2.5%; POST Advance Certificate 5%.
- Effective September 1, 2016, non-sworn employees in the classification of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows: POST Intermediate Certificate 2.5%; POST Advanced Certificate 5%.

- Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head.
- With the Department Heads approval, employees will be allowed to “cash out” up to sixty (60) hours of their accrued compensatory time during each calendar year.
- Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
- A grievance procedure is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application of enforcement of the following:
  - Personnel Rules
  - Merit System Rules and Regulations
  - Memorandum of Understanding
  - Department Policies
  - Department Procedures
  - Department Special Orders

Grievances filed regarding the following may be processed only through and including Step 3 (City Manager Level) of the grievance procedure.

- Department Policies
- Department Procedures
- Department Special Orders

For purposes of this procedure a “work day” or “working day” is defined as:

- Any day Monday – Friday except for City designated Holidays and City hall closures.

It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Any grievance not initiated or pursued by the

employee, or employee organization, as the case may be, within the time limits specified in this procedure, will be considered settled on the basis of the last answer by the City, unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.

At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance within fifteen (15) working days, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

Any employee in the bargaining unit and or the employee organization shall have the right to use the grievance procedure. Any employee in the bargaining unit or employee organization shall be able to use the grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employees shall have the right to present grievances individually or through their employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.

Grievances will be processed in the following manner and within the stated time limits:

Step 1 – The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee shall make a thorough investigation of the reported grievance and render his/her decision within five (5) working days. Most grievances should be solved at this employee-supervisor level.

Step 2 – If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date of the decision was rendered by the Lieutenant in the preceding step.

Step 3 – If an employee is not satisfied with the decision of the Chief of Police at Step 2 and wishes to appeal the decision, the employee individually or by



instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within fifteen (15) working days of the date the decision was rendered by the Chief of Police in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this step, shall proceed to Step 4.

Step 4 - If the Association is not satisfied with the City Manager's or designee's decision at Step 3, the Association may require that the grievance be referred to an impartial arbitrator by notifying the City Manager within fifteen (15) working days or the conclusion of Step 3.

➤ Arbitration

If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that timeframe, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the APOA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Article.

Proposals to add or to change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU may be referred for grievance under this Article; and no Arbitrator shall have the power to amend or modify this MOU or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

➤ Appeal from Disciplinary Action

Any employee in the merit system shall have the right to appeal any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.

Within fifteen (15) working days after final notice of suspension, demotion, reduction in pay or discharge:

- i. The employee shall have the option to request an appeal in accordance with the Municipal Code Section 2-4-105; or
- ii. The APOA, as the employees representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing before an Arbitrator as specified in Section B above or and appeal in accordance with Municipal Code Section 2-4-105.
- iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.

Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.

In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

Disciplinary Action – Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of Salary for the period of suspension.

Purging of Evaluations, Letters of Counseling, and Letters of Reprimand from Personnel Files.

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling – are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand – are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APOA Members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
    - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except letters of counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the letter was issued.
    - b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
    - c. All requests for the purging of a Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
    - d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
      - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
      - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
      - Since the Letter was issued, the employee has incurred further discipline.
      - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
      - The employee has a prior disciplinary suspension(s).
- In the event a grievance has not been resolved by the procedures set forth above the Union, and only the Union, may file an appeal with the city Manager to advance the matter to Arbitration within fifteen (15) calendar days of the City Manager's decision.
- The arbitrator shall be selected by mutual agreement between the Union and the City. If the parties are unable to mutually agree on the selection of an arbitrator, the names of the five (5) arbitrators shall be obtained from the California State Mediation and Conciliation Service. By coin toss, the losing party shall strike one

(1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator.

- The fees and expenses of the arbitrator (including the cost of the list provided by California State Mediation and Conciliation Service) and court reporter shall be equally shared by the Union and the City.
- Each party, however, shall bear the cost of their own presentation, including but not limited to, their own attorneys' fees, expert witness fees, regular witness fees, and related costs.
- Arbitrator's decisions on matters properly before them shall be final and binding on both parties.
- The arbitrator shall have no power to add to, subtract from or alter, change or modify the terms of the Agreement or the City's Personnel Rules.
- The arbitrator shall issue a written decision within forty-five (45) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

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.

## **ATTACHMENTS**

### A. Resolution

Exhibit 1 to Resolution – Tentative Agreements

**RESOLUTION NO. 2016/\*\***

**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, 2016 – AUGUST 31, 2021, AND AUTHORIZING THE FINANCE  
DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Antioch Police Officers Association (APOA) had a Letter of Understanding covering the period of March 6, 2012 – August 31, 2016; and

**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 a Tentative Agreements for a successor Memorandum of Understanding for the period of September 1, 2016 through August 31, 2021.

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

**Section 1.** That the Tentative Agreements between the City of Antioch and the APOA for the period of September 1, 2016 – August 31, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2016/17 budget 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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

Status of Proposals

**EXHIBIT 1**

Proposal #	Subject	Signed/Withdrawn
1	Preamble	Signed
2	Article II City Rights	Signed
3	Article V Hours of Work, Section A Overtime	Signed
4	Article VI, Compensation, Section C Shift Differential	Withdrawn
5	Article VI Compensation, Section M Senior Officer Pay	Signed
6	Article VI Compensation, Section N FTO/CTO/CSTO Pay	Signed
7	Article VI Compensation, Section O Non-Sworn Seniority pay	Withdrawn
8	Article VII Leaves, Section A Vacation	Signed
9	Article VII Leaves, Section B Holidays	Signed
10	Article VII Leaves, Section C Sick Leave	Signed
11	Article VII Leaves, Section E Funeral Pay	Signed
12	Article VII Leaves, Section F Jury Duty/Witness in Judicial Proceedings	Signed
13	Article VII Leaves, Section H Other Leaves	Signed
14	Article VIII Health and Welfare	Signed
15	Article IX Retirement	Signed
16	Article IX Retirement, Section C Deferred Compensation	Withdrawn
17	Article X Educational Incentive, Section B Certificate/Attainment Incentive Pay	Signed
18	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2 City Vehicle]	Withdrawn
19	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2 Lodging]	Withdrawn
20	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 2]	Signed
21	Article XI Uniform, Safety Equipment , Meal, Mileage & Canine Allowance Section D Mileage and Meal [Subsection 4]	Signed
22	Article XII Seniority	Signed
23	Article XIII Greivance Procedure	Signed
24	Article XIV Labor Management Committee and Notice of Meet and Confer	Signed
25	Article XV Savings Clause and Term of Agreement	Signed
26	Appendix A Medical After Retirement Plan	Signed
27	Article VI Compensation, Section A Salaries	Signed

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal #1**

**April 26, 2016**

Subject – Preamble

This Memorandum of Understanding Agreement, hereinafter referred to as the "Agreement" or "MOU" is entered into by the City of Antioch, hereinafter referred to as the CITY, and the Antioch Police Officers' Association, hereinafter referred to as the "Association" or "APOA", has as its purpose the promotion of harmonious labor relations between the City and the Association; the establishment of equitable and peaceful procedures for the resolution of the differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The terms "Agreement" and "MOU" as used herein means the written Agreement provided under Section 3505.1 of the Government Code.

For the City

For the APOA

Glenn Burkheim

Timothy K. Talbot

Date: 4/26/16

Date: 4/26/16

**Between**  
**The City of Antioch**  
**And**  
**Antioch Police Officer's Association**  
**Proposal #2**  
**April 26, 2016**

Subject – Article II City Rights

Except, and only to the extent, that specific provisions of this Agreement or Section 3500 et seq. of the Government Code of the State of California ~~require expressly provide~~ otherwise, the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the City shall include, but not be limited to, the right:

- A. To determine the organization of the agency.
- B. To determine and change the purpose and extent of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the agency.
- D. To set standards for service to be offered to the public.
- E. To direct the employees of the agency, including the right to assign work and overtime.
- F. To hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the agency.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other reasons.



- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
- J. To establish, modify, combine or abolish job positions and classifications.
- K. To change or eliminate existing methods of operation, equipment or facilities.
- L. To create, modify or delete departmental rules and regulations.
- M. To contract or subcontract work.

Those inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

For the City

For the APOA

Glenn Beckheim

Timothy K. Talbot

Date: 4/26/2016

Date: 4/26/16

**The City of Antioch**  
**Counter Proposal To**  
**Antioch Police Officer's Association**  
**Proposal # 3**  
**August 25, 2016**

**SUBJECT: Article V Hours of Work, Section A Overtime**

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A. Overtime

1. Overtime is ordered and authorized work time in excess of an employee's regular work period. Overtime work shall be recognized only when directly ordered or required by the employee's Department Head or delegated supervisor. All paid time shall count as time worked for the purpose of calculating overtime.
2. Overtime shall be logged on the established form showing project worked on, justification for the use of overtime rather than normal working hours, and the signature of the person authorizing.
3. Overtime shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.
4. Employees shall have the option of taking overtime in pay or compensatory time off. When overtime is taken as compensatory time off, the compensatory time off shall accrue at the rate of one and one-half (1-1/2) times the overtime hours worked.
5. Employees may accumulate no more than ninety (90) hours of compensatory time. Any time above ninety (90) hours shall be paid. Such time off shall be taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.
6. With the Department Head's approval, employees will be allowed to "cash out" up to sixty (60) hours one week (40 hours) of their accrued compensatory time during each calendar year.
4. ~~Overtime, either paid or compensatory time off, shall accrue at the rate of one and one half (1-1/2) times the hours worked. Employees shall have the option of taking overtime in pay or compensatory time off except that employees may accumulate no more than eighty (80) hours of compensatory time. Any time above eighty (80) hours shall be paid. Such time off shall be~~

~~taken upon the request of the employee with the approval of the Department Head. Approval will be granted within a reasonable time period after it is requested. Exceptions to this rule can only be made with the approval of the City Manager.~~

- 75. The provisions of this Agreement are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.
- 86. Overtime on holidays shall be compensated at the holiday rate of pay in accordance with Article VII.B.

For the City

Glenn Beck

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For the APOA

Tony K. Kelly

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Date: 8/25/2016

Date: 8/25/16

# Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

April 26, 2016

Subject – Article VI Compensation, M. Senior Officer Pay

~~Effective the first full payroll period after September 1, 2007 in recognition of a sworn peace officer establishing seniority in the profession, t~~The City will pay each sworn peace officer an addition amount based on the officer's tenure as a full time sworn peace officer in the in the State of California. This senior office pay shall only apply to ~~P~~peace ~~O~~officers defined in Chapter 4.5, Section 830 of the California Penal Code who were employed as full time peace officers with a ~~C~~city ~~P~~police ~~A~~agency, ~~C~~county ~~S~~sheriff ~~D~~department or the California Highway Patrol.

Employment as a full time sworn peace officer defined in Section 830.6 of the California Penal Code will not be included in determining tenure.

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167 month	2.5 %
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %

The City and the Association reserve the right to request ~~that additions other to~~ full time sworn peace officers as defined in Chapter 4.5 of the California Penal Code, ~~which will~~ be included in

determining tenure. Additionally, this may be done on a case by case basis for individual applicants.

Only those additions, which are mutually agreed upon by both the City and the Association shall be added.

The above amounts are non-compounding.

For the City

For the APOA

Glenn Gulkeimer

Trinity K. Tallit

Date: 4/26/2016

Date: 4/26/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal # 6**

**August 25, 2016**

**SUBJECT: Article VI Compensation, Section N FTO/CTO Pay**

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N. FTO/CTO Pay

Sworn Police personnel shall be eligible for five percent (5%) differential pay only during those times when they are acting as Field Training Officers. ~~Effective the first full pay period after March 1, 2012,~~ Lead Police Dispatchers and Police Dispatchers shall be eligible for ~~two and one half~~ five percent (~~2-1/2~~ 5%) differential pay only during those times when they are acting as Communication Training Officers.

For the City



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For the APOA



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Date: 9/25/16

Date: 8/25/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officers' Association**

**July 12, 2016**

**Subject: Article VII Leaves Section A Vacation**

A. Vacation

1. Employees are entitled to vacation leave with pay in accordance with the schedule listed in 5, below. Vacation accrues on an hourly basis per pay period beginning with the date of initial hire. An employee granted a vacation balance upon entering City service and who leaves City service prior to such granted time being accrued per the schedule below and who has used any such vacation will repay the City from the employee's final paycheck for such advanced vacation that was not accrued.
2. The times during the calendar year at which an employee may take vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard to the needs of the City. Any vacation in excess of four (4) consecutive weeks will require approval of Department Head. The Department Head or designee shall provide an employee denied vacation in excess of four consecutive weeks, written notification of the reason for denial at the time the vacation request is denied. An employee denied vacation in excess of four consecutive weeks shall be given the right to modify (reduce) the duration of the vacation within the same requested weeks prior to other employees being granted vacation within weeks denied to the employee. The employee will present this modification to the Department Head within 5 business days after the employee has received the denial.  

Additionally an employee is not precluded from requesting modification to an approved vacation or be required to present a request for vacation any specific number of days prior to the requested vacation occurring. An employee may submit time off requests at any time. (See vacation leave side letter.)
3. Employees may earn vacation credit up to the maximum stated below. At that point, the employee earns no further vacation credit until he/she reduces the balance. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th and 20th years of service, the higher rate will be used for computation of the maximum allowed.

4. The minimum amount of vacation which can be used at any one time is one (1) hour.

5. Employees hired prior to March 1, 1992 shall continue to accrue vacation as follows:

The intent of this provision is to "grandparent" the vacation accrual rate stated in "A" above for all employees who are members of this unit prior to March 1, 1992.

6. Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).

7. Upon termination of employment, a regular or probationary employee shall be paid cash value of the accrued vacation leave at the time of termination in accordance with the above schedule.

For the City

Glenn Bullock

Date: July 12, 2016

For the APOA

Timothy K. Talbot

Date: 7/12/16



**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**The Antioch Police Officers' Association**

**Proposal #9**

**June 14, 2016**

Subject – Article VII Leaves

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
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
<u>Friday after Thanksgiving Day</u>	<u>Day after Thanksgiving Day</u>
December 24	Christmas Eve
December 25	Christmas Day

For the City

*Gerron Buckner*

Date: 6/14/2016

For the APOA

*Terry K. Kelly*

Date: 6/14/16

**Tentative Agreement**  
**Between**  
**The City of Antioch**  
**And**  
**Antioch Police Officer's Association**  
**Proposal #10**

**SUBJECT: Article VII Leaves (Section C Sick Leave)**

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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 ~~only~~ in the following situations and as otherwise permitted by law:
  - a. 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 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 forty (40) 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.

For the City

For the APOA

Glenn Berkeman

Tammy K. Talbot

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Date: 9/25/2016

Date: 8/25/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal 11**

**April 26, 2016**

Subject – Article VII Leaves, Section E. Funeral Pay

1. An employee may take time off with pay to attend to arrangements related to and attendance of the funeral of his/her spouse, registered domestic partner, children, step-children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's or registered domestic partner's grandparents and grandchildren.
2. The amount of time off granted shall depend on individual circumstances, but in no case shall exceed three (3) scheduled work days. The employee's Department Head must be notified in advance.

For the City

For the APOA

Glenn Bulchian

Trentley K. Tollet

Date: 4/26/2016

Date: 4/26/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal 12**

**April 26, 2016**

Subject – Article VII Leaves, Section F. Jury Duty/Witness in Judicial Proceeding

1. Any employee legally required to report for jury duty and/or serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served.

For the City

For the APOA

Glenn Beckheim

Tatiana Tello

Date: 4/26/2016

Date: 4/26/16

**Tentative Agreement  
Between  
The City of Antioch  
And  
Antioch Police Officer's Association  
Proposal #13**

**July 12, 2016**

Subject – Article VII Leaves, Section H Other Leaves

H. Other Leaves of Absence

1. The City Manager may grant a leave of absence without pay for a period not to exceed twelve (12) months.
2. The City Council may grant an additional leave of absence without pay for six (6) months. In no event shall a leave of absence granted by the City Manager and City Council exceed one (1) year.
3. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Director. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and dental insurance premiums for up to the first six (6) months of such leave.
4. If the approved leave is for medical reasons, the employee shall not return to work until he/she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
5. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work within three (3) days of promptly at the expiration of his or her leave shall be deemed to have voluntarily terminated their employment with the City.
6. An employee who is absent from work for three (3) working days or more without an approved leave of absence in accordance with the provisions of

this section shall be deemed to have voluntarily terminated their employment with the City.

For the City

For the APOA

Glenn Bulheims

T. Kelly Telford

Date: July 27, 2016

Date: 7/27/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**The Antioch Police Officers' Association**

**Proposal #14**

**June 2, 2016**

Subject - Article VIII, Health and Welfare

A. Medical Insurance

1. The City contracts with the California Public Employees' Retirement System (CalPERS) ~~and the Local 3 Public Sector Health and Welfare Trust~~ 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-FiveEighty Dollars ~~and Eighty cents~~ (\$12580.80) per month on behalf of each active and retired employee who subscribes for coverage. In the event CalPERS requires a minimum employer payment in excess of One Hundred Twenty-FiveEighty Dollars ~~and Eighty cents~~ (\$12580.80) per month, the City shall pay ~~the increased such amount for the term of this MOU~~ and the City shall ~~offset/subsume this~~ the City's contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the CalPERS 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.

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B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Long-Term Disability Insurance Non-Sworn Members

1. The Association shall make available to represented non-sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. Industrial Disability - In the event of an industrial illness or injury, the City shall cease paying full salary for employees who receive Workers' Compensation temporary disability payments, except that full salary shall continue for the first thirty (30) calendar days. The employee may use accumulated sick leave, vacation, compensation time, and floating holidays to extend the time in which full salary can be received.

3. Non-Industrial Disability - In the event of a non-industrial illness or injury, the employee is required to use all but 40 hours of accumulated sick leave before LTD benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend full salary.
4. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

F. Vision Care

1. The City shall make available to represented employees and the dependents of represented employees Options I, II, III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc. as that plan existed for other represented employees of the City on the effective date of this agreement.
2. Enrollment in the Vision Care Program is optional.

G. Employee Assistance Program

1. The City shall continue to make available to represented employees the City's current Employee Assistance Program (EAP), ~~which is administered by Pacific Care Behavioral Health~~.
2. Enrollment in the EAP is mandatory.

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H. Flexible Benefits (Cafeteria) Plan

~~The City will continue the flexible benefits plan as constituted on July 1, 2007.~~

1. Effective January 1, 20~~16~~<sup>08</sup>, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the 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 of Family.
  - f. Effective ~~January 1, 2008 and~~ each January 1 ~~thereafter~~ 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 (10.0%) per year. In the event the increase that year is more than ten percent (10%), the City will pay 50% of ~~such the~~ increase and the employee will be responsible for the other 50% of ~~the such~~ increase that is greater than ~~over the~~ ten percent (10.0%).
  - 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 Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 under the 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 Flexible Benefit Plan to cover the cost of such selections.

- 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 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 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.

I. Alternative Services

- 1. The City and the Association may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
- 2. The City also reserves the right to offer optional alternative health and welfare benefit programs.

For the City

*Sharon Burkheim*

Date: 6/14/2016

For the APOA

*Tracy K. Felt*

Date: 6/14/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal#15**

**SUBJECT: Article IX Retirement**

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ARTICLE IX

RETIREMENT

A. Public Employees' Retirement System (CalPERS)

1. Sworn Members

- a. The City provides sSworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive with the CalPERS 3% at age 50 safety retirement benefit plan formula. Retirement benefits shall continue to be based on the include "single highest year final compensation" one-year final compensation formula in accordance with Government Code Section 20042, and "one-half continuance" formulas.
- b. The City shall continue paying the full 9% employee contribution for "classic" and "legacy" employees as an employer-paid member contribution (EPMC). EPMC for the remainder of the term of this Memorandum of Understanding. Effective September 1, 2012, The City will reports such contribution to CalPERS as "special compensation", to employee's salary. For officers retiring prior to September 1, 2012, the City will purchase a bridge annuity that provides the equivalent benefit of such contribution to CalPERS as special compensation to employee's salary.
- c. Effective the first pay period after March 1, 2012, sworn employees began contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan. Sworn "classic" and "legacy" employees shall continue contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for that plan.

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11/15/16

- d. Effective the first pay period after September 1, 2016, sworn classic and legacy employees shall contribute a total of 11.5% of pensionable compensation (an additional 2.5%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.
- e. Effective September 1, 2017, sworn classic and legacy employees shall contribute a total of 12% of pensionable compensation (an additional 0.5%) on a tax deferred basis towards the City's Cal PERS contributions for the 3% at 50 safety plan.
- f. If, as a result of legislative change or unilateral action by the City, employees are required to make an employee contribution for all or a portion of the employee's share of retirement costs that reduces or eliminates the EPMC, the 12% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
- g. Sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.
- h. ~~Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits would occur by mutual agreement only.~~

## 2. Non-Sworn Members

- a. Non-sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the be covered by the CalPERS 2.7% @ at age 55 miscellaneous retirement benefit plan formula. Retirement benefits shall continue to be based on the one year final compensation formula in accordance with Government Code section 20042, except as provided below. For the term of this agreement, the City will pay the 8% EPMC or 7% EMPMC as the case may be.
- b. The City shall continue paying the full 8% employee contribution for non-sworn "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as "special compensation" for all non-sworn classic and legacy employees.
- c. Non-sworn "classic" and "legacy" employees shall contribute 8% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 2.7% at 55 miscellaneous plan.
- d. If, as a result of legislative change or unilateral action by the City, employees are required to make a direct employee contribution for all or a portion of the employee's share of retirement costs that reduce or eliminate the EPMC, the

8% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.

- e. Non-sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.0% at 62 miscellaneous retirement benefit plan. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

~~For employees hired after the appropriate PERS amendment has been executed, the City will provide coverage in PERS for all probationary and regular employees based on the 2% at 55 Benefit Formula.~~

3. Except as may be modified by the parties the total cost of retirement benefits shall be borne by the City under California Government Code 20615.
4. The City shall continue providing such other CalPERS optional benefits and enhancements to sworn and non-sworn members as set forth in the City's contract with CalPERS on the date of execution of this MOU.
5. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits will occur by mutual agreement only.
6. The City and the Association may request that this the section regarding retirement may be reopened during the term of this MOU, with written notice to the other party. The reopener may only be exercised to address CalPERS rules and/or regulation modifications or the implementation of statutes which impact retirement benefits.

For the City

For the APOA

*Glen B. Berkman*

*Teddy & Telle*

Date: November 16, 2016

Date: 11/15/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal #17**

**August 25, 2016**

**SUBJECT: Article X Educational Incentive, Section B Certificate/Attainment Incentive Pay**

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ARTICLE X

EDUCATIONAL AND POST INCENTIVES

A. Educational Reimbursement Incentive Program

Employees are eligible to receive reimbursement for approved courses through a recognized college or university in accordance with City policy on educational reimbursement up to a limit of Eight Hundred and No/100ths (\$800.00) per year

B. Educational Incentive Pay Certificate/Attainment Incentive Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows:

<u>AA Degree</u>	<u>2.5%</u>
<u>BA/BS Degree</u>	<u>5%</u>

The above percentages are not cumulative. The maximum educational incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher, and Lead Dispatcher and Dispatch Supervisor shall receive educational incentive pay degree as a percentage of base monthly pay as follows:

<u>AA Degree</u>	<u>2.5%</u>
<u>BA/BS Degree</u>	<u>5%</u>



The above percentages are not cumulative. The maximum educational incentive a dispatch employee can receive is 5%.

3. Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows:

AA Degree                      \$75 per month  
BA/BS Degree                \$105 per month

The above amounts are not cumulative. The maximum educational incentive a Community Services Officer can receive is \$105 per month.

<u>POSITION</u>	<u>AA/Intermediate POST Certificate</u>	<u>BA/Advanced POST Certificate</u>
<u>Police Officer</u>	<u>120.00</u>	<u>210.00</u>
<u>Police Corporal</u>	<u>125.00</u>	<u>220.00</u>
<u>Police Sergeant</u>	<u>130.00</u>	<u>230.00</u>

This pay shall be provided to sworn personnel only.

C. Peace Officer Standard Training (POST) Certificate Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate    2.5%  
Advanced Certificate        5%

The above percentages are not cumulative. The maximum POST incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher, and Lead Dispatcher and ~~Dispatch Supervisor~~ shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate    2.5%  
Advanced Certificate        5%

The above percentages are not cumulative. The maximum POST incentive a dispatch employee can receive is 5%.

D. Corporal POST Certificate

1. Effective March 1, 2012, the Corporal position may be eligible for Supervisor POST Certificate, if
  - POST approves the Department's request for Corporals to be considered for the POST Supervisory Certificate, and;
  - The Department's current training meets the POST standards for the Supervisory Certificate.
2. The possession of a POST Supervisory Certificate will not qualify an employee, in and of itself, to be reclassified to the Sergeant Classification.
3. The intent of allowing the Corporal to be eligible for a POST Supervisory Certificate is NOT to:
  - provide certificate compensation for the POST Supervisory Certificate.
  - provide an avenue for Corporals to claim they are meeting the full range of Sergeant duties.

E. Employees are only eligible to receive either the education incentive or a POST incentive but not both.

F. It is the employee's responsibility to notify their Department Head and the Personnel Department of any degree or certificate attained. The pay will begin the date the Personnel Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from his/her accrued overtime hours, or for arranging to trade shifts with another employee, having another employee work his/her shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head.

D. — Education Pay for Dispatchers (only)

Effective the first pay period after March 1, 2012, Non-Sworn employees shall receive incentive pay as follows:

<u>Position</u>	<u>AA/Intermediate Certificate</u>	<u>BA/Advanced Certificate</u>
<u>Police Dispatcher</u>	<u>\$55.00 per month</u>	<u>\$85.00 per month</u>
<u>Lead Dispatcher</u>	<u>\$60.00 per month</u>	<u>\$90.00 per month</u>

Effective the first pay period after January 1, 2015, Non-Sworn employees shall receive incentive pay as follows:

Position

AA/Intermediate  
Certificate

BA/Advanced  
Certificate

Police Dispatcher

\$70.00 per month

\$100.00 per month

Lead Dispatcher

\$75.00 per month

\$105.00 per month

For the City

Alison Beckheimer

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For the APOA

Tanya K. Talbot

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Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**Antioch Police Officer's Association**

**Proposal 20**

**April 26, 2016**

Subject – Article XI, UNIFORM, SAFETY EQUIPMENT, MEAL, MILEAGE & CANINE ALLOWANCES, Sub Section D

Mileage and Meal

2. Whenever a member of this unit works in excess of four (4) hours overtime, he/she shall be compensated for the cost of a meal in accordance with paragraph 4(a) below.

For the City

For the APOA

Steven Bulheimer

Tracy K. Talbot

Date: 4/26/2016

Date: 4/26/16

**Tentative Agreement**

**Between**

**The City of Antioch**

**And**

**The Antioch Police Officers' Association**

**Proposal #21**

**June 2, 2016**

Subject: Article XI Uniform, Safety Equipment, Meal, Mileage & Canine Allowances, Section D Mileage and Meal [Subsection 4]

4. As it relates to local travel not requiring overnight accommodations the following conditions shall apply:

Meal Reimbursement Eligibility:

- a. Meal reimbursement will be for the "actual cost of the meal" up to a maximum of \$11.50 for breakfast, lunch and or dinner.

For the City

Glenn Bulchman

Date: 6/14/2016

For the APOA

Trentley K. Kellard

Date: 6/14/16

**Tentative Agreement**  
**Between**  
**The City of Antioch**  
**And**  
**Antioch Police Officer's Association**  
**Proposal #22**  
August 25, 2016

Subject – Article XII Seniority

A. City Definitions

City Service Date shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. City Service Date shall be calculated to includeing all time spent as an employee of the City as defined above including all time spent on paid leave of absence (including military leave as defined above) and excluding all time spent on unpaid leave of absence.

Classification Seniority Date shall be defined as the date upon which the employee was hired or promoted into their current classification and shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. Classification Seniority Date shall be calculated to includeing all time spent as an employee of the City as defined above including all time spent on paid leave of absence and exclude all time spent on unpaid leave of absence.

B. Department Definitions

Seniority shall be defined as the date of hire, with the City of Antioch, which shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing Seniority.

Date of Classification shall be defined as stated below. The Date of Classification shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time

service will be consolidated in equivalencies of full-time service for the purpose of establishing the Date of Classification.

Sworn

Officer

Classification Seniority shall be defined as the date upon which the employee was hired as a Sworn employee with the City of Antioch and shall include all time as a sworn employee. Date of Classification shall be calculated as indicated above.

Corporal

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Corporal with the City of Antioch. Date of Classification shall be calculated as indicated above.

Sergeant

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Sergeant with the City of Antioch. Date of Classification shall be calculated as indicated above.

Non-Sworn

Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired as a Dispatcher, with the City of Antioch, and shall include all time as a Dispatcher, Lead Dispatcher and as a Dispatch Supervisor. Date of Classification shall be calculated as indicated above.

Lead Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Lead Dispatcher with the City of Antioch. Date of Classification shall be calculated as indicated above.

Dispatch Supervisor

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Dispatch Supervisor with the City of Antioch. Date of Classification shall be calculated as indicated above.

Community Service Officer

Classification Seniority shall be defined as the date of hire as a Community Service Officer with the City of Antioch. Date of Classification shall be calculated as indicated above.

C. Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted towards the establishment of an employee's Classification Service Date. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Service Date and Classification Seniority Date.

~~As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted toward the establishment of an employee's Classification Service Date. Service dates shall include regular, probationary, provisional, temporary (full time and intermittent, excluding Police Reserves), as well as leaves of absence for obligatory military service while an employee with the City. Less than full time service will be consolidated in equivalencies of full time service for the purpose of establishing the City Seniority Service Date.~~

Leave of Absence

~~In computing both City and Classification Seniority, all time spent on paid leave of absence shall be included and all time spent on unpaid leave of absence shall be excluded.~~

D. Appropriate Classification

Probationary or regular status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold regular or probationary status.



E. Ties

~~If two (2) or more employees have identical Service Dates, the tie shall be broken based on a drawing by lot.~~

If two (2) or more employees have identical City Service Date and Date of Classification the tie shall resolved by the following:

For employee hired before January 1, 2012 the tie shall be resolved in accordance with the Antioch Police Officers' Association Police Officers' Seniority List (Data as of 11/03/2012.attachment XX (document to be developed).

For employee hired on or after January 1, 2012 the tie shall be resolved by the employee who has the lowest last three (3) digits of their Social Security Number shall have the higher seniority date.

F. Days Off

Classification seniority shall be the basis for preference for vacation, personal holidays and compensatory time off.

G. Shift Bid

Shift Bid for patrol and dispatch will be done by seniority. The process will be outlined in Department policies, special orders and practices, which may be modified or changed in accordance with the MMBA.

~~The Department maintains the right and ability to eliminate modify Department policies, special orders and practices in accordance with the MMBA.~~

H. Order of Layoff

~~There shall be no layoffs within the bargaining unit prior to March 1, 2013.~~

The order of layoff shall be in inverse classification seniority, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. All emergency and temporary

employees working in the same classification as those identified for layoff must be laid off prior to the layoff of probationary or regular status employees.

#### Corporal Classification

~~The City will not layoff any individual who is an incumbent of the Corporal classification as of March 1, 2012. The protection from this section shall terminate on August 31, 2016.~~

~~— If a current incumbent vacates (includes promotion, voluntary demotion, demotion, or separation and reinstatement with the City) their position as a Corporal, prior to August 31, 2016 they will no longer be protected from layoff.~~

~~— Individuals promoted or hired into the Corporal classification after March 1, 2012 shall not be subject to the no layoff provisions of this section.~~

#### I. Demotion In Lieu of Layoff

Before an employee with regular or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of demoting, the Classification Seniority Date shall be utilized. Employees with the least amount of seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step.

In rehiring, as promoted positions are reinstated, the last employee to voluntarily demote shall be the first employee promoted until such list of demoted employees is exhausted. In no case shall an employee that voluntarily demoted be reinstated to a higher classification than the employee originally held prior to voluntarily demoting.

#### EJ, ~~Bumping to the Bargaining Unit~~

##### Bumping Rights Limited by the following:

- Any employee of the Police Department who is not a member of the bargaining unit represented by the APOA, ~~non bargaining unit employee~~ who requests to bump into a classification represented by the APOA must meet the following criteria at least 45 days prior to placement in the bargaining unit.

- The individual must meet the Minimum Qualifications of the classification for which they wish to bump into.
- Any individual ~~who is not currently employed by the department~~ must meet the physical requirements of the classification.
- The individual must meet the educational requirements of the classification.
- The individual must meet any POST requirements.
- The individual must pass all psychological examinations required of new employees

For the City

For the APOA

Ellen Bulcheim

T. K. Tollet

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Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement**  
**Between**  
**The City of Antioch**  
**And**  
**Antioch Police Officer's Association**  
**Proposal #23**  
**July 12, 2016**

Subject – Article XIII Grievance Procedure

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

A. Grievance Procedure

- ~~1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of merit system rules and regulations or Memorandum of Understanding.~~

~~Effective no sooner than January 1, 2013~~

A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

- Personnel Rules
- Merit System Rules and Regulations
- Memorandum of Understanding
- Department Policies
- Department Procedures
- Department Special Orders

~~Grievances filed regarding the following shall be filed at the A.4.a of the grievance procedure and may be process up to and including A.4.d of the grievance procedure~~

- ~~• Personnel Rules~~
- ~~• Merit System Rules and Regulations~~
- ~~• Memorandum of Understanding~~

~~Grievances filed regarding the following shall be filed at A.4.a of the grievance procedure and may be processed only through up to and including Step 3 (City Manager Level)A4.e of the grievance procedure.~~

- Department Policies
- Department Procedures
- Department Special Orders

2. For purposes of this proceduresection a "work day" or "working day" is defined as:

- Any day Monday – Friday except for City designated Holidays and City Hall closures.

~~32.~~ It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. ~~Therefore, there must be time limits between the initiation of the grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given.~~ Any grievance not initiated or pursued by the employee, or employee organization or the City, as the case may be, within these time limits specified in this procedure, will be considered settled on the basis of the last ~~timely demand or~~ answer by the Cityeither party, as the case may be, unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.

~~4.~~ At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance with in fifteenTwenty -(2015) City Hall businessworking days, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee

~~At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.~~

~~5.~~ Any employee in the merit system shall have the right to use the grievance procedure. Any employee in the bargaining unit and or the employee organization shall have the

right to use the grievance procedure. ~~Every~~Any employee in the bargaining unit or employee organization shall be able to use ~~the~~is grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through ~~their~~his/her employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.

**64.** Grievances will be processed in the following manner and within the stated time limits:

- a. ~~Step 1 - If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee supervisor shall make a thorough investigation of the reported grievance and render his or her decision within five (5) three (3) working days. Most grievances should be solved at this employee-supervisor level.~~  
Step 1 - If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) working days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee supervisor shall make a thorough investigation of the reported grievance and render his or her decision within five (5) three (3) working days. Most grievances should be solved at this employee-supervisor level.
- b. ~~Step 2 - If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.~~  
Step 2 - If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.

~~At this step of the grievance procedure, a supervisor or employee, individually or through his or her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Department Head in this step shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days.~~

~~If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.~~  
If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.

At this step of the grievance procedure, a supervisor or employee, individually or through his/her designated employee organization representative, shall have the opportunity to provide evidence from witness. The Chief of Police or his/her designee in this step shall make a thorough investigation of the reported grievance and render his/her decision in writing within ~~five~~ (5) working days.

- c. Step 3 - If the employee is not satisfied with the decision of the Chief of Police Department Head ~~at in the Step 2 second step~~ and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within ~~fifteen~~ (15) working days of the date the decision was rendered by the Chief of Police Department Head in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within ~~five~~ (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this Step, shall proceed to Step ~~4d~~.

~~An employee or employees, or employee organization may file and/or appeal a grievance with respect to the meaning, interpretation, application or enforcement of the Police Departments Policies, Procedures and Special Orders up to and including the City Manager response. The City Manager response shall be final.~~

- d. Step 4 - If the Association is not satisfied with the City Manager's or designee's decision at Step ~~3(c.) of the disciplinary appeal or grievance procedure~~, the Association may require that the ~~disciplinary appeal or~~ grievance be referred to an impartial arbitrator by notifying the City Manager within ~~fifteen~~ (15) working days of the conclusion of Step ~~3-(c.)~~. ~~The impartial arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction or discharge of an employee or to a grievance shall be final and binding on both parties.~~

~~No Arbitrator shall entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such~~

~~dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Section.~~

~~B. Appeal from Disciplinary Action~~

~~1. — Any employee in the merit system shall have the right to appeal to an Arbitrator any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in merit step and terminations. Failure to successfully complete a probationary period or to obtain a merit increase are not a disciplinary action and are not subject to appeal.~~

~~2. — Within fifteen (15) calendar days after notice of discharge, demotion, reduction in merit step, suspension, the employee or the POA that represents the employee, may file an appeal in writing to the Human Resources Director. If the 15th day falls on a weekend or holiday, the deadline shall be 5:00 p.m. of the next City Hall working day.~~

~~3. — Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.~~

~~B.C. Arbitration~~

~~If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that time frame, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working business days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.~~

~~The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the APOA ~~or the employee (as the case may be)~~ and the City. Each party, however, shall bear 'the cost of its own presentation, including preparation and post hearing briefs, if any.~~

~~The~~ Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this ArticleSection.

Proposals to add to or change this MOU Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU Memorandum of Understanding, may be referred for grievance under this ArticleSection; and no Arbitrator shall have the power to amend or modify this MOU Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

~~No changes in the Memorandum of Understanding of interpretations thereof will be recognized unless agreed to by the City Manager and the POA.~~



Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

~~In any situation where there may be a discrepancy in the appeals process between the MOU and the City Code, the MOU shall take precedent.~~

C. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal ~~to any~~ formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay merit step and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.
2. Within fifteen (15) working days after final notice of suspension, demotion, reduction in pay merit step or discharge; ~~the employee or the~~
  - i. The employee shall have the option to request an appeal in accordance with Municipal Code Section 2-4-105; or
  - ii. The APOA, as the employee's representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing before an Arbitrator as specified in Section B above or an appeal in accordance with Municipal Code Section 2-4-105.
  - iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.
3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.
4. In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

D. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

E. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.

2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APOA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:

- a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.
- b. Letters of Reprimand may be purged following a period of five(5) years from the date the Letter was issued.
- c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
- d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
  - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
  - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.

- Since the Letter was issued, the employee has incurred further discipline.
- The City and/or the employee is involved in litigation to which the Letter may have some bearing.
- The employee has a prior disciplinary suspension(s).

~~F. No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the POA in writing.~~

For the City

For the APOA

Allen Belkheim

Tracy K. Talbot

Date: July 27 2016

Date: 7/27/2016

# Tentative Agreement

Between

The City of Antioch

And

Antioch Police Officer's Association

Proposal #24

May 5, 2016

*ADD 5-5-16  
WT 3-5-16*

*Commencement*

Subject – Article XIV Labor Management Committee Commencement of Negotiations and Notice of Meet and Confer

A. Commencement of Negotiations

Negotiations shall commence no later than forty-five (45) days prior to the expiration of this Agreement, and no sooner than one hundred and twenty (120) days prior to the expiration of this Agreement. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

B. Personnel Rules

The parties agreed that Section 2.25 Per Diem Position does not apply to safety bargaining unit positions.

C. Labor/Management Committee

The Department will establish a Labor/Management committee. The Committee will meet 3 times a year (January, May and November). The Committee shall consist of two (2) representatives selected by the Chief of Police and two (2) representatives selected by the APOA.

- The Labor/Management Committee shall discuss service modifications.

D. Notice to Meet and Confer

Notice to meet and confer in accordance with the MMBA and the written conclusion of such meet and confer shall be served on the parties as follows: in accordance to the following:

- City of Antioch at the e-mail addresses and of the following:
  - Human Resource Director
  - Chief of Police
  
- Antioch Police Officers' Association at the Police Department e-mail addresses of the following:
  - President of the APOA
  - Vice President of the APOA
  - Labor Relations Provider for the APOA

Either party may change the addressee(s) to which notice shall be sent by giving written notice to the other party, at least seven (7) days prior to implementation of said change.

E. Meet and Confer Regarding Changes to Performance Model

Prior to implementing any modification to the Department's performance model including, but not limited to the Van Meter concept the Antioch Police Department will do the following:

- Provide written notice to the APOA
- Meet and Confer with representatives of the APOA, if the APOA requests to do so in writing.
  - The meet and confer will be done in accordance with the MMBA.

For the City

For the APOA

Glenn Bulckheim

Teddy K. Bell

Date: 5/5/2016

Date: 5/5/2016

**Tentative Agreement  
Between**

**The City of Antioch  
And  
Antioch Police Officer's Association  
Proposal #25**

**August 25, 2016**

Subject – Article XV Savings Clause and Term of the Agreement

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2016 through August 31, 2021. ~~and replaces the one with an effective date of September 1, 2016.~~

For the City

Elmer Bulchman

\_\_\_\_\_  
\_\_\_\_\_

For the APOA

Terry K. Teller

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement  
Between  
The City of Antioch  
And  
Antioch Police Officer's Association**

**August 25, 2016**

Subject – APPENDIX A, CITY OF ANTIOCH MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN UNIT II, ANTIOCH POLICE OFFICERS' ASSOCIATION

PLAN A

I. ELIGIBILITY

- A) This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City before, on or after March 1, 1987; (2) retired from the City with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
  - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
  - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
  - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she

should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

## II. ENROLLMENT PERIOD

- A) Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section [111.8.4III.B.3](#). Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section [111.A.2III.A.2](#).

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D) Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

## III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section [II.A1/A](#), above.



If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Each Plan year, the City shall reimburse an amount for medical-after-retirement benefits not to exceed the premium for single or 2party coverage with the City-sponsored medical insurance provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period and prorated in accordance with years of service as defined in Section I.A

#### IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five Eighty~~ Dollars ~~and Eighty cents~~ (~~\$125.0080.80~~) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five Eighty~~ Dollars ~~and Eighty cents~~ (~~\$125.0080.80~~) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

## PLAN B

### I. ELIGIBILITY

- A. This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City on or after March 1, 1987; (2) retired from the City on or after July 1, 1993, with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
  - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
  - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
  - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

### II. ENROLLMENT PERIOD

- A. Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section ~~III.B.3111.8.4~~. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section ~~4111~~.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D. Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

### III. COVERAGE

A.1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section ~~411~~. A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A.2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will reimburse as medical-after retirement benefits an amount not to exceed what is paid for active employees for single or 2-party coverage as determined in Section VIII H. 1.

B.2. The caps may be re-negotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993.

B.3. The maximum payment to retirees who obtain health insurance from providers other than City-sponsored providers shall be set at the same rate as for retirees who are enrolled in a City-sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth in Section III.B.2 and prorated in accordance with years of service.

#### IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five~~~~Eighty~~ Dollars ~~and Eighty cents~~ (\$~~125.00~~~~80.80~~) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five~~~~Eighty~~ Dollars ~~and Eighty cents~~ (\$~~125.00~~~~80.80~~) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

#### PLAN C

Notwithstanding any of the above, an employee in the bargaining unit and employed by the City as of September 1, 2007 and who retires from the City of Antioch in accordance with all the other qualifications set forth in this Appendix A as to eligibility, enrollment and coverage will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule. Such employee is not eligible for Plan B above.

Fifty percent of the (50%) benefit level for the employee who retires with a minimum of ten (10) years but less than eleven (11) years of service.

Fifty-five percent of the (55%) benefit level for the employee who retires with a minimum of eleven (11) years but less than twelve (12) years of service.

Sixty percent of the (60%) benefit level for the employee who retires with a minimum of twelve (12) years but less than thirteen (13) years of service.

Sixty-five percent of the (65%) benefit level for the employee who retires with a minimum of thirteen (13) years but less than fourteen (14) years of service.

Seventy percent of the (70%) benefit level for the employee who retires with a minimum of fourteen (14) years but less than fifteen (15) years of service.

Seventy-five percent of the (75%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than sixteen (16) years of service.  
Eighty percent of the (80%) benefit level for the employee who retires with a minimum of sixteen (16) years but less than seventeen (17) years of service.  
Eighty-five percent of the (85%) benefit level for the employee who retires with a minimum of seventeen (17) years but less than eighteen (18) years of service.  
Ninety percent of the (90%) benefit level for the employee who retires with a minimum of eighteen (18) years but less than nineteen (19) years of service.  
Ninety-five percent of the (95%) benefit level for the employee who retires with a minimum of Nineteen (19) years but less than twenty (20) years of service.  
One Hundred percent of the (100%) benefit level for the employee who retires with a minimum of twenty or more years of service.

MINIMUM EMPLOYER CONTRIBUTION

The City shall pay ~~One Hundred and Twenty-five~~ Eighty Dollars ~~and Eighty cents~~ (\$~~125.00~~80.80) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of ~~One Hundred and Twenty-five~~ Eighty Dollars ~~and Eighty cents~~ (\$~~125.00~~80.80) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]. As set forth in Plan C above "benefit level" shall include all future premium increases. As premiums are adjusted so to will be the employee/City contribution level to reflect the benefit level based on the current applicable Kaiser plan rate.

For the City

For the APOA

Glenn Beckler

Tony K. Talbot

Date: 8/25/2016

Date: 8/25/16

**Tentative Agreement  
Between  
  
The City of Antioch  
And  
Antioch Police Officer's Association  
Proposal #27**

**SUBJECT: Article VI Compensation, Section A Salaries**

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ARTICLE VI

COMPENSATION

A. Salaries

Sworn:

Effective the first full pay period after September 1, 2016, salaries for the police officer classification shall be increased by 4.5%.

Effective the first full pay period after September 1, 2017, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2018, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2019, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

Effective the first full pay period after September 1, 2020, salaries for the police officer classification shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the four city formula in order to bring the police officer classification into second place (median between 1 and 3).

For purposes of this provision, the City shall compare the top step officer salaries paid by the cities of Richmond, Walnut Creek, Pittsburg and Concord each August. The survey shall compare base salary only and shall subtract the percentage paid by employees towards their pension benefits in order to reflect the true salary.

*TKT  
11/15/16*

~~Effective the first full payroll period after March 1, 2012, salaries shall be increased by 6.0%.~~

~~Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.~~

~~Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.~~

~~Effective the first full payroll period after September 1, 2014, salaries shall be increased between a minimum of two percent (2%) and a maximum of four and one-quarter percent (4.25%) based on the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~Effective the first full payroll period after September 1, 2015, salaries shall be increased between a minimum of two percent (2%) and a maximum of five percent (5%) based on the existing four city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3).~~

~~For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Police Officer Salary as of the effective date, (e.g. the first measure is for March 1, 2008 and the published salary as of March 1, 2008 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.~~

~~A differential of 7.5% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2007 a differential of 8.75% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2008 a differential of 9.0% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2009 a differential of 11.25% shall be maintained between Police Officer and Police Corporal. Effective the first full payroll period after September 1, 2010 a differential of 12.5% shall be maintained between Police Officer and Police Corporal.~~

~~A differential of 15.0% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2007 a differential of 17 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2008 a differential of 20% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2009 a differential of 22 1/2% shall be maintained between Police Officer and Police Sergeant. Effective the first full payroll period after September 1, 2010 a differential of 25% shall be maintained between Police Officer and Police Sergeant.~~

Non-Sworn

SIDE LETTER

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

MOU LANGUAGE

Effective the first full pay period after September 1, 2016, the salaries for community service officer classifications shall be increased by 2.5%.

Effective the first full pay period after September 1, 2017, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2018, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2019, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

Effective the first full pay period after September 1, 2020, the salaries for all non-sworn classifications shall be increased a minimum of 2.5% and up to a maximum of 4.5% based on the higher CPI U or CPI W for the SF Bay Area (June to June).

TBT  
11/15/16



Effective March 1, 2008 the City will implement an additional Five Percent (5.0%) top step salary step for the Dispatch classifications and reserves the right at a future time to implement an entry step to the Dispatch classifications that is Five percent (5.0%) below the current entry step for the Dispatch classifications.

The City will conduct a salary survey on or about September 1, 2009 and complete the salary survey by September 15, 2009 for the non-sworn classifications, and discuss the ability to make increases as mutually agreed upon between the parties. The parties agree to meet and review the parameters of the market adjustment salary on or about August 15, 2009. Mutually agreed increases to salary shall become effective the first full pay period after the agreement.

Effective the first full payroll period after March 1, 2012, salaries shall be increased by 5.0%.

Effective the first full payroll period after March 1, 2013, salaries shall be increased by 3.0%.

Effective the first full payroll period after September 1, 2013, salaries shall be increased by 4.0%.

For the City



For the APOA



Date: November 16, 2016

Date: 11/15/16

Effective the first full payroll period after September 1, 2014, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2013 to August 2014 with a minimum of 2.0% and a maximum of 4.25%.


Effective the first full payroll period after September 1, 2015, salaries for non-sworn employees shall receive a salary increase based on the higher CPI-U or CPI-W San Francisco movement August 2014 to August 2015 with a minimum of 2.0% and a maximum of 5.0%.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

**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 Antioch Police Sworn Management Association (APSMA) for the Period of March 1, 2017 – February 28, 2022

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### **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 Police Sworn Management Association (APSMA); and
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this Bargaining Unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Tentative Agreement for FY 2016/17 is \$12,063.

### **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and the Antioch Police Sworn Management Association (APSMA) covers the period of November 1, 2007 – February 28, 2017. Representatives of the City and the APSMA have been meeting and conferring in good faith 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.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending February 28, 2022.
- Effective the first full pay period after March 1, 2017, salaries shall be increased by three percent (3.0%).
- Effective the first full pay period after March 1, 2017 sworn classic and legacy employees shall pay an additional 3.0% of the City's PERS contributions in a tax deferred manner (bringing the Total paid by the employee to 12.0%)
- The Lieutenant assigned in writing to the Investigations Division shall receive a differential of 5.0% of the employee's base salary for all hours worked in the Investigations Division.
- Effective September 1, 2016, sworn employees in the classification of Police Officer, Police Corporal, and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows: AA Degree 2.5%; BA/BS Degree 5%.
- APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically 2.5% for an AA Degree; 5.0% for a BA Degree and 7.5% for a MA Degree.
- The City shall provide 3 floating holiday in a calendar year; however, except that employees with less than 6 months' service in a calendar year but at least 2 months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.
- Employees may cash out up to 60 hours of accrued vacation leave once each calendar year. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 60 hours of accrued vacation leave. The employee can choose to have the 60 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 60 hours (i.e., 30 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
- Funeral Leave. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

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.

### **ATTACHMENTS**

#### A. Resolution

Exhibit 1 – Tentative Agreement

**RESOLUTION NO. 2016/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF ANTIOCH  
AND THE ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION (APSMA)  
FOR THE PERIOD OF MARCH 1, 2017 – FEBRUARY 28, 2022, AND AUTHORIZING  
THE FINANCE DIRECTOR TO ADJUST THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Antioch Police Sworn Management Association (APSMA) have a Memorandum of Understanding covering the period of November 1, 2007 – February 28, 2017; and

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

**WHEREAS**, representatives of the City and the APSMA reached a Tentative Agreement for a successor Memorandum of Understanding for the period of March 1, 2017 through February 28, 2022.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and the APSMA for the period of March 1, 2017 – February 28, 2022, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2016/17 budget 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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

TENTATIVE AGREEMENT  
BETWEEN

CITY OF ANTIOCH

AND

APSMA

October 31, 2016

• TERM

- This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing March 1, 2017 and ending February 28, 2022.
- 11. TERM OF AGREEMENT

This Memorandum of Understanding is for a term commencing, March 1, 2017 through February 28, 2022.

• Wages

- Effective the first full payroll period after March 1, 2017, salaries shall be increased by three percent (3.0%).
- Effective the first full payroll period after September 1, 2017, salaries shall be increased by one and one-half percent (1.5%).
- Effective the first full payroll period after September 1, 2018, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2018.
- Effective the first full payroll period after September 1, 2019, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2019.

- Effective the first full payroll period after September 1, 2020, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2020.
- Effective the first full payroll period after September 1, 2021, salaries shall be increased between a minimum of two and one-half percent (2.5%) and a maximum of four and one-half percent (4.5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2021.
- For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Captain and Lieutenant Salary as of the effective date (e.g. the first measure is for September 1, 2018 and the published salary as of August 1, 2018 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.
- N. Investigations Special Compensation - The Lieutenant assigned in writing to the Investigations Division shall receive a differential of 5.0% of the employee's base salary for all hours worked in the Investigations Division.
- D. Educational Incentive
  1. The City will reimburse employees for books, tuition, and mileage for approved college classes in accordance with Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).
  2. APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically two and one half (2 ½ %) percent for an AA Degree; five (5%) percent for a BA Degree and seven and one-half percent (7.5%) for a MA Degree.
- B. Floating Holidays

In addition, the City shall provide three (3) floating holidays in a calendar year; however, except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.

- D. Retire/Rehire Program

The City has implemented a Retire/Rehire Program for this bargaining unit and it shall remain in place until February 28, 2022. APSMA members with the approval of the Chief of Police and the City Manager may be afforded the opportunity to work up to 960 hours each fiscal year. For a maximum of two fiscal years.

To be eligible for the Retire/Rehire Program an individual must meet the following:

- Must be age 50 or older.
- Must have a minimum of 20 years of service with the City of Antioch.
- Must have retired from the City of Antioch with a service retirement from Cal PERS.

The rate of pay will be limited to the employee's current salary range and step prior to retirement. The return position will be hourly only; no benefits or other payments except those mandated by law.

Any employee participating in the Retire/Rehire program shall meet with the Department to determine the individual's schedule.

The Retire/Rehire Program shall comply with all PERS rules and regulations.

- A. PERS

Effective the first pay period after March 1, 2017, sworn classic and legacy employees shall contribute a total of 12.0% of pensionable compensation (an additional 3.0%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.

- 5. Leaves      C. Vacation 4.

Employees may cash out up to 60 hours of accrued vacation leave once each calendar year. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out the 60 hours of accrued vacation leave. The employee can choose to have the 60 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 60 hours (i.e., 30 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).

- 5. Leaves      I. Funeral Leave



1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, step children, father, step father, mother, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.

For The City of Antioch

Glenn Burkheimer

\_\_\_\_\_

\_\_\_\_\_

For APSMA

[Signature]

[Signature]

\_\_\_\_\_


\_\_\_\_\_



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of November 22, 2016

**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, 2016 – September 30, 2021

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### **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
- 2) Authorizing the Finance Director to make any necessary adjustments to the FY 2016/17 budget to implement the provisions of the Tentative Agreement.

### **STRATEGIC PURPOSE**

**Strategy L-8:** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

### **FISCAL IMPACT**

The adopted FY 2016/17 budget included a projected package cost for this bargaining unit, as negotiations were underway when the budget was being prepared. The estimated fiscal impact of the Management Unit Tentative Agreement for FY2016/17 is \$122,253.

### **DISCUSSION**

The current term of the Memorandum of Understanding (MOU) between the City and the Management Unit covered the period of October 1, 2013 – September 30, 2016. Representatives of the City and Management Unit have been meeting and conferring in good faith 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.

A Tentative Agreement has been reached. The major terms of the Tentative Agreement are:

- Five-year contract ending September 30, 2021.

The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.

- Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
- Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
- The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym. Employees who provide written proof of membership may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.
- Bereavement Leave. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step-children, registered domestic partners children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents, grandchildren, registered domestic partners grandparents and grandchildren) shall be allowed.
- Flexible Benefits (Cafeteria) Plan. Concept for the City's proposal in the Tentative Agreement

- Effective for the CalPERS plan year 2019 (starting January 1, 2019) the City will increase its contribution to the following:
  - 95% of the Kaiser premium for which the employee is eligible for
  - 100% of the most populated Dental Plan City-Wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
  - If the cost of an employee's selections under the Flexible Benefits 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 unused money reverting to the City. The employee may contribute the wages received under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018 cash back in lieu of medical shall be limited to \$250 per month.

Please refer to Exhibit 1 of the Resolution for more details of the Tentative Agreement.

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.

## **ATTACHMENTS**

### A. Resolution

Exhibit 1 to Resolution – Tentative Agreement

**RESOLUTION NO. 2016/\*\***

**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, 2016 –  
SEPTEMBER 30, 2021, AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST  
THE FY 2016/17 BUDGET**

**WHEREAS**, the City and the Management Unit had a Memorandum of Understanding covering the period of October 1, 2013 – September 30, 2016; and

**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, 2016 through September 30, 2021.

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

**Section 1.** That the Tentative Agreement between the City of Antioch and the Management Unit for the period of October 1, 2016 – September 30, 2021, as provided in the attached Exhibit 1 and herein incorporated by reference, is approved; and

**Section 2.** The Finance Director is authorized to amend the FY2016/17 budget 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 22<sup>nd</sup> day of November, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**TENTATIVE AGREEMENT**

**Between**

**City of Antioch**

**And**

**Management Employees**

November 2, 2016

1. Term - Five years (October 1, 2016 to September 30, 2021)

2. Article 1 Compensation A. Salaries

- The salary increases below shall apply to all classifications in the bargaining unit including the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst. The requirement of resolution 2010/79 shall not apply to the Water Treatment Plant Superintendent, Water Treatment Plant Supervisor and the Water Quality Analyst from October 1, 2016 to September 30, 2021.
  - Effective the first full pay period after October 1, 2016, an across the board increase of 2.50% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2017, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2018, an across the board increase of 2.75% shall be implemented for all classifications in the bargaining unit.
  - Effective the first full pay period after October 1, 2019, 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, 2020, an across the board increase of 3.00% shall be implemented for all classifications in the bargaining unit.

3. Article 1 Compensation B. Salary Reduction in Lieu of Furlough – Delete

4. "New" – The Union and the City agree to implement a two times a month deduction for employee benefit contributions in January of the year following mutual agreement of all labor organizations to a two times a month benefit deduction.

5. Article 2 Health and Welfare Benefits G. Gym/Health Club Reimbursement Program

The City shall make available a Gym/Health Club Reimbursement Program that provides a partial reimbursement to employees who provide the City with written verification of regular membership in a health club or commercial gym.

Employees, who provide written proof of membership pursuant to paragraph 1 above may receive up to \$27.00 per month, not to exceed 100% of the cost of such membership, on an after-tax basis.

6. Article 2 Health and Welfare Benefits H. Flexible Benefits (Cafeteria) Plan - Below is concept for the City's proposal

- Effective for CalPERS plan year 2019 (starting January 1, 2019) the City's will increase its contribution to the following:
  - 95% of the Kaiser premium for which the employee is eligible for.
  - 100% of the most populated Dental Plan City-wide for each coverage level offered by the City.
- If the employee's selection is less than the City's contribution the employee shall be eligible for 50% of the City's contribution.
  - If the costs of an employee's selections under the Flexible Benefits 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. The employee may contribute the wages receive under this section to the employee's deferred compensation account subject to the plan limits.
- Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

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**Actual language for the flexible benefit (cafeteria) plan**

1. Effective January 1, 2014, the City shall make the following contributions to the Flexible Benefits Plan on behalf of employees:
  - a. For each Executive Management employee who is eligible for employee only medical coverage, the City shall contribute \$830.62 per month.  
  
For each Senior and Mid-Management/Professional employee who is eligible for employee medical coverage, the City shall contribute \$792.40 per month.
  - b. For each Executive Management employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,288.97 per month.  
  
For each Senior and Mid-Management/Professional employee who is eligible for two (2) party medical coverage, the City shall contribute \$1,250.64 per month.
  - c. For each Executive Management employee who is eligible for family medical coverage, the City shall contribute \$1,601.51 per month.

For each Senior and Mid-Management/Professional employee who is eligible for family medical coverage, the City shall contribute \$1,569.62 per month.

- d. Effective each January 1 for the duration of this agreement, the amounts specified in Section H. 1a, 1b, and c. of this Document will be increased by the amounts determined pursuant to the following procedures:
- i. At least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered medical and dental plans have the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
  - ii. The City shall add the dollar amounts of the announced premium increases for each coverage level, to become effective in the following plan year, for the appropriate two plans, to obtain the total dollar increase for the most densely populated medical and dental plans at each coverage level.
  - iii. The City then shall divide the sum of the increases by the total current City contribution to the cafeteria plan for each of the appropriate two plans at each tier of coverage to determine the percentage amount of the medical and dental increases. This calculation shall be completed for each level of coverage offered by the City.
  - iv. The City would then increase the amounts provided in Section H. 1a, 1b, and 1c of this Document by 50% of the percentage increases determined above, up to 50% of a maximum annual increase of \$2,000 (a \$1,000 increase to the City's annual contribution).

If the annual increase exceeds \$2,000 the City will increase the amounts provided in Section 1.2.a, b and c of this Document by 50% of the \$2,000 (\$1,000) and 100% of any amount above \$2,000.

Refer to Appendix "A" for example of calculation.

The City agrees that an employee's actual out-of-pocket costs due to premium increases in the Cafeteria Plan shall not exceed a cumulative total of \$1,000 in any year of this Agreement and shall not exceed a cumulative total of \$5,000 for the term of this Agreement.



The cumulative limits apply only to the impact of premium increases related to the most populated health and dental plans (those used to calculate the Cafeteria Plan contribution) and the increase in all other minimum and/or required premiums included in the Cafeteria Plan. The \$1,000 and \$5,000 cumulative limits do not apply to additional expenses, which are the result of enhanced benefit selection.

2. Effective January 1, 2019, 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:
  - a. For each employee who is eligible for employee only medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser single rate and per month.
  - b. For each employee who is eligible for two (2) party medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser two (2) party rate per month.
  - c. For each employee who is eligible for family medical coverage, the City shall contribute ninety five percent (95%) of the Kaiser family rate per month.
  - d. 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~~ow-party or family).
    - i. The most densely populated dental plan shall be determined at least thirty (30) days prior to the beginning of the annual open enrollment period, the City shall determine which of the City offered dental plans has the highest percentage of employees enrolled on a City-wide basis for each coverage level offered by the City.
3. Each employee shall receive a written notice during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the 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 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 under the Flexible Benefit Plan.

- b. If the costs of an employee's selections exceed the City's monthly contributions, the difference shall be deducted from his/her wages, to be deposited into the Flexible Benefit Plan to cover the cost of such selections.
- 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 each month and one-half (1/2) of the money reverting to the City.
- 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 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.
4. Employees hired by the City after December 31, 2018, cash back in lieu of benefits shall be limited to \$250 per month.

7. Article 4 Leaves I. Bereavement

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, registered domestic partner; children, step children, registered domestic partner's children, father, mother, step father, step mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents, and grandchildren, registered domestic partner's grandparents and grandchildren) shall be allowed.

8. Article 7 Miscellaneous D. Retiree Medical Committee

The City will meet with representative of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

For the City of Antioch

For the Management Unit

Michael Beckholdt 11/3/16

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certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 23rd. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 17-18 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency, including the claim for use of \$1M in 2002 Lease Revenue Bond proceeds pursuant to the Bond Spending Agreement approved by the Successor Agency and City Council on November 22, 2016.

The ROPS is segregated into four pages, with the first page providing a summary of funding requested. The second page details all obligations of the Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides notes to the obligations listed that the Agency wants to provide further clarification for.

#### **ATTACHMENTS**

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2017 through June 2018 (ROPS 17-18).
  - 1)** Recognized Obligation Payment Schedule for the Period of July 2017 through June 2018 (ROPS 17-18)

SA RESOLUTION NO. 2017/

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2017 THROUGH JUNE 2018 (ROPS 17-18)**

**Whereas**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch (“City”) adopted the Antioch Community Redevelopment Plan (as amended) , which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency (“Agency”); and

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies; and

**Whereas**, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency (“Successor Agency”) and as Housing Successor (“Housing Successor”), pursuant to California Health and Safety Code section 34173(d); and

**Whereas**, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule (“ROPS”) before each annual fiscal period identifying enforceable obligations and sources of payment; and

**NOW THEREFORE BE IT RESOLVED THAT** the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2017 through June 2018 (ROPS 17-18).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 10th day of January, 2017 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
ARNE SIMONSEN, RECORDING SECRETARY

**Recognized Obligation Payment Schedule (ROPS 17-18) - Summary**

Filed for the July 1, 2017 through June 30, 2018 Period

**Successor Agency:** Antioch  
**County:** Contra Costa

	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
<b>A</b>	<b>\$ 1,031,047</b>	<b>\$ -</b>	<b>\$ 1,031,047</b>
<b>B</b>	1,000,000	-	1,000,000
<b>C</b>	-	-	-
<b>D</b>	31,047	-	31,047
<b>E</b>	<b>2,882,514</b>	<b>1,083,650</b>	<b>3,966,164</b>
<b>F</b>	2,807,514	1,008,650	3,816,164
<b>G</b>	75,000	75,000	150,000
<b>H</b>	<b>3,913,561</b>	<b>1,083,650</b>	<b>4,997,211</b>

**Current Period Requested Funding for Enforceable Obligations (ROPS Detail)**

**A Enforceable Obligations Funded as Follows (B+C+D):**

- B Bond Proceeds
- C Reserve Balance
- D Other Funds

**E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):**

- F RPTTF
- G Administrative RPTTF

**H Current Period Enforceable Obligations (A+E):**

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (o) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named successor  
agency.

\_\_\_\_\_  
Name Title  
/s/ \_\_\_\_\_  
Signature Date

**Antioch Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail**  
**July 1, 2017 through June 30, 2018**  
**(Report Amounts in Whole Dollars)**

A Item #	B Project Name/Debt Obligation	C Obligation Type	D Contract/Agreement Expiration Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K ROPS 17-18 Total			L 17-18A Total			M 17-18B (July - December) Fund Sources			N 17-18B (January - June) Fund Sources			W 17-18B Total			
										Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance		Other Funds	RPTTF	Admin RPTTF
1	2003 Tax Allocation Bonds	Bonds Issued On or Before	11/1/2000	8/1/2017	Bank of New York	Bond issue to fund non-housing projects	Project Area 1	\$ 45,014,500	N	\$ 4,144,500	\$ 1,000,000	\$ 31,047	\$ 2,833,453	\$ 144,558	\$ 128,033	\$ 1,000,000	\$ 75,000	\$ 1,998,650	\$ 16,225	\$ 1,085,050					
2	2009 Tax Allocation Bonds	Bonds Issued On or Before	8/1/2009	8/1/2027	Bank of New York	Bond issue to fund non-housing projects	Project Area 1	1,055,874	N	144,558	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
3	Bond administration fees	Miscellaneous	7/1/1984	5/1/2032	Bank of New York	Bond administrative fees	Project Area 1	224,638	N	10,540	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
4	Maintenance	Miscellaneous	1/1/2005	1/1/2025	City of Antioch	Maintenance	Project Area 1	3,717,883	N	10,540	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
5	Administrative costs	Admin Costs	2/1/2012	2/31/2032	City of Antioch	Administrative expenses for agency	Project Area 1	8,425,000	N	150,000	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
6	Housing Fund Deficit	UMHF Loans	1/14/2013	1/31/2069	City of Antioch	Repayment for housing fund deferred	Project Area 1	2,537,847	N	328,303	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
7	Murphy Creek Culvert	Bond Financed Project - Pre-2011	8/15/2011	8/30/2013	Successor contractor for contractual work	Infrastructure and/or other capital improvements to be paid from 2002 Lease Revenue	Project Area 1	1,000,000	N	1,000,000	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
8	Property Maintenance	Property Maintenance	8/10/2013	8/10/2023	City of Antioch	Bond proceeds for long range property management plan	Project Area 1	187,500	N	187,500	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
9	18201 SA Lease Revenue Bonds	Bond Reinvestment	2/1/2015	5/1/2032	City of Antioch	Proceeds to reinvest 2002 Lease Revenue Bonds	Project Area 1	26,557,079	N	1,386,250	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
10	Infrastructure and/or other capital improvements within a 2011	Bond Financed Project - Pre-2011	1/23/2017	8/30/2018	City of Antioch	Infrastructure and/or other capital improvements to be paid from 2002 Lease Revenue	Project Area 1	1,000,000	N	1,000,000	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
11	Department of Building and Maintenance Loan/Maintenance	Third-Party Loans	7/1/2003	8/1/1987	City of Antioch	Maintenance subsidy	Project Area 1	187,500	N	187,500	1,000,000	31,047	2,833,453	144,558	128,033	1,000,000	75,000	1,998,650	16,225	1,085,050					
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**Antioch Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E	F	G	H	I							
									Fund Sources						
									Bond Proceeds		Reserve Balance		Other	RPTTF	Comments
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin										
<b>Cash Balance Information by ROPS Period</b>															
<b>ROPS 15-16B Actuals (01/01/16 - 06/30/16)</b>															
1	Beginning Available Cash Balance (Actual 01/01/16)														
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during June 2016	1,146,081	27,381			16,862	860,226								
3	Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)	8	126			21,866	385,553								
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		27,322			7,681	1,116,170								
5	ROPS 15-16B RPTTF Balances Remaining	146,089													
No entry required															
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 1,000,000	\$ 185	\$ -	\$ -	\$ 31,047	\$ 111,166	\$ 18,443							

**Antioch Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018**

Item #	Notes/Comments
6	Amount reported each six month period is estimate of amount to be paid
7	This amount correlates to the bring the total claim to the \$2.5M being allowed by DOF in letter dated August 26, 2016 in conjunction with new line item #20
12	Amount reported each six month period is estimate of amount to be paid
19	Amount of bond proceeds remaining from 2002 Lease Revenue Bonds. Bond spending agreement approved by Successor Agency and Oversight Board.
20	Amount approved to be claimed by DOF in letter dated August 26, 2016



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Diane Aguinaga, Captain – Field Services Division  
**APPROVED BY:** Allan Cantando, Chief of Police *Amb #3320*  
**SUBJECT:** **ADDITIONAL SERGEANT POSITION**

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### RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- 1) Authorizing an additional Sergeant position, increasing the number of Sergeants from 9 (nine) to 10 (ten), and reducing the number of officers by one position to keep the total approved number of sworn personnel at 102; and
- 2) Authorizing the Finance Director to adjust the budget to accommodate this change.

### STRATEGIC PURPOSE

**Strategy A-2:** Strategically deploy police resources and implement community policing strategies. This action is essential to achieving this strategic purpose.

### FISCAL IMPACT

The police department is not increasing the number of authorized sworn officers, merely asking for an additional supervisor from its existing ranks. The fiscal difference from a top-step officer to a top-step Sergeant is \$2,234.00 per month or \$26,808.00 per year. Although the benefit package amount does not increase with the change in position, there will be increased cost for PERS worker's compensation, Medicare and Medical after retirement associated with the higher salary cost of the position in the amount of \$19,793.00. Together, with the increase in base salary, the total annual cost increase is \$46,601.00. It is recommended that the budget be amended for 5 (five) months of this fiscal year 2016/17 at a cost of \$19,417.00.

### DISCUSSION

The Police Department's number of sworn police officers continues to grow towards the full authorized staffing level of 102. We are currently staffed at 98 sworn officers, including all ranks. Because of this we have begun the re-building process of long disbanded special units, specifically the Traffic Unit and Community Engagement Team.

In order to properly supervise these 2 (two) special teams, it is recommended that the City Council authorize an additional Sergeant position, increasing the number from 9 (nine) to 10 (ten).

During the economic downturn of 2009, the Police Department's Traffic Bureau, Special Response Unit, School Resource Program, and Community Action Teams were all dissolved and their essential functions were absorbed by Field Service Officers. In 2009 the Police Department had 12 (twelve) sergeant positions, 3 (three) of which were supervising special teams. During the economic downturn the 3 (three) special team Sergeant positions were eliminated. With the re-building of 2 (two) of the special teams, it is essential that they have a full-time supervisor for maximum benefit to the City and its citizen's.

- **Background**

Over the past several years, the Antioch Police Department was forced to make drastic organizational changes so that basic police services like uniformed patrol, investigations, and evidence collection could be maintained. These changes amounted to the elimination of all auxiliary divisions to include:

1. The Traffic Unit, which handled (motorcycle) traffic enforcement and accident investigation.
2. The School Resource Officer (SRO) Unit, which served as a liaison to our large youth population.
3. The Community Action Team (CAT), which dealt with neighborhood complaints, blight issues, and public housing concerns.
4. The Special Response Unit (SRU), which conducted critically important proactive enforcement and gang suppression in our most dangerous neighborhoods.

The 3 (three) Sergeant positions that supervised these special units were eliminated through attrition.

- **Analysis**

In 2015/2016 we were fortunate enough to see the re-building of our Traffic Unit, which now has 2 (two) motorcycle officers assigned. They have no direct supervisor, as that function was absorbed by a Field Service or Patrol Sergeant as an ancillary duty. Their current supervisor works graveyard shift, and the Traffic Unit works day shift. This makes for less than desirable communication, span of control, supervision and quality control.

We are currently in the process of forming a Community Engagement Team, similar in spirit to the prior CAT and SRU teams. This will also be a team of 2 (two) who will work dayshift. This team, without direct management, would have to report to 2(two) different

dayshift Sergeant's as their schedule would overlap two separate shifts and schedules. This would also put an undue burden on our already busy dayshift Sergeants.

It seems apparent that 1 (one) additional Sergeant is needed to directly supervise both the Traffic Unit and the CET Team. This will be imperative for chain of command, proper reporting and documentation. The number of Sergeant's we have is already at a bare bones number of 9 (nine); with 6 (six) assigned to the 6 (six) field services teams, 1(one) in Internal Affairs, and 2 (two) in Investigations. As we rebuild with special teams we need to rebuild our supervisor ranks for maximum supervision and efficiency of these units.

### **ATTACHMENTS**

#### A. Resolution

Exhibit A to Resolution – Police Sergeant Class Specification

#### B. Salary Schedule

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING ONE (1) ADDITIONAL POLICE SERGEANT POSITION FOR SIX  
MONTHS IN THE FY2016/17 BUDGET AND AUTHORIZING THE APPROPRIATE  
BUDGET ADJUSTMENT**

**WHEREAS**, the City would like to provide a supervisor for the Traffic Unit and Community Engagement Team in support of the City’s policies, procedures and initiatives; and

**WHEREAS**, the City would like to improve existing community partnerships and realize new partnerships to help improve traffic safety, reduce blight and improve quality of life issues.

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

**Section 1.** That one (1) Police Sergeant position is hereby approved to be funded for 5 (five) months in the fiscal year 2016/17, and that this position be funded with Measure C; and

**Section 2.** The Finance Director is authorized to make the necessary adjustments to the fiscal year 2016/17 budget to effectuate this change, and budget for this position indefinitely for the years ahead.

\* \* \* \* \*

**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 10th day of January, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**ARNE SIMONSEN**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## EXHIBIT A

CITY OF ANTIOCH

### POLICE SERGEANT

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

#### SUMMARY DESCRIPTION

Under general direction, to have responsible charge of patrol and law enforcement operations on an assigned shift; to perform responsible technical duties in a specialized field of law enforcement; and to do related work as required.

#### REPRESENTATIVE DUTIES

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Supervises a patrol, traffic or investigative shift; conduct daily shift briefings.
2. Directs and supervises subordinate personnel; evaluate staffing needs of assigned shift.
3. As directed, performs administrative investigations.
4. Supervise and participate in: investigating crimes, accidents, deaths and disturbances; gathering evidence; interviewing, questioning and taking statements from complainants, suspects and witnesses; completing case reports.
5. Supervises or gathers evidence at the scene of crimes and traffic accidents.
6. Apprehends violators; issues citations; conducts special studies.
7. Performs criminal identification work, including analyzing physical evidence.
8. Appears in court to present evidence and testimony.
9. May be assigned to evidence, training, investigations, or other administrative assignments.
10. Supervises the City jail, including identifying maintenance issues, and security of prisoners.
11. Patrols in a radio car; responds to and supervises higher priority calls; coordinates with allied agencies.
12. Reviews and corrects police reports; monitors police report activity and completion.
13. Prepares reports and recognizes maintenance needs in the police facility or equipment.
14. As directed, conduct inspections.

CITY OF ANTIOCH  
POLICE SERGEANT (CONTINUED)

15. Performs duties as assigned in preparation for the defense of the City in civil actions.
16. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Basic law enforcement theory, principles, and practices and their application to a wide variety of services and programs.
- Principles and techniques of traffic control.
- Basic interviewing methods and principles.
- Principles, practices, and safe work methods used in collecting, processing, logging, storing, and safeguarding evidence, property, and materials including hazardous materials.
- Pertinent federal, state, and local laws, codes, and regulations and department rules, policies, and procedures.
- Self defense principles and practices.
- Safe work methods and safety regulations pertaining to the work including officer safety standards and safe driving principles and practices.
- Modern office procedures, methods, and equipment including computers.
- Computer applications such as word processing, spreadsheet, and database applications.
- Automated law enforcement information systems and procedures.
- Public and agency desk procedures and methods for providing services and information including those related to collecting, maintaining, and releasing information, files, and documents.
- Law enforcement record keeping and records management principles, procedures, techniques, and equipment.
- Research and report writing techniques.
- Methods and techniques used in customer service and public relations.
- Principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.
- Geographic features and locations within the area served.
- Standard broadcasting procedures of a police radio system.
- Principles of supervision, training, and performance evaluation.

**Ability to:**

- Become competent in a specialized field of law enforcement, as assigned by administrative personnel.
- Observe accurately and remember names, faces, numbers, incidents and places.
- Use and care for firearms.
- Think and act quickly in emergencies, and to judge situations and people accurately.
- Operate a police radio and keyboard terminals.
- Understand and interpret laws and regulations.
- Perform specific assignments with minimal oral or written directions.
- Prepare clear, concise and comprehensive written reports.



CITY OF ANTIOCH  
POLICE SERGEANT (CONTINUED)

- Deal courteously and effectively with the general public and departmental employees.
- Meet standards of adequate physical stature, endurance, and agility.
- Demonstrate practical knowledge of good understanding of human relations.
- Schedule, organize and supervise the work of subordinates.
- Interpret and apply laws and regulations.

**Education and Experience Guidelines**

**Education/Training:**

Graduation from high school or equivalent and any combination of education/experience equivalent to graduation from a two-year college, with preference given to Administration of Justice or a related field.

**Experience:**

At least four years' experience as a Police Officer, three of which shall be with the Antioch Police Department. In the event it is determined that an open recruitment is required, the City and APOA will meet and discuss.

**License or Certificate:**

A valid California Motor Vehicle Operator's License and a satisfactory driving record are a condition of hire. A satisfactory driving record is one absent of misdemeanor convictions or multiple infraction convictions. Loss of a driver's license and/or an unsatisfactory driving record may result in employee discipline, up to and including termination.

Possession of a POST Intermediate certificate.

Possession of a POST Supervisory certificate within three (3) years of appointment.

**Criminal Record:**

Sergeants shall not have been convicted of any felony. A misdemeanor conviction may result in applicant disqualification and employee disciplinary action, up to and including termination. A complete background investigation will be conducted.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a field and office setting; travel from site to site; may have extensive periods of sitting in patrol vehicle; exposure to inclement weather conditions; some exposure to fumes, airborne particles, and toxic or caustic chemicals; some exposure to moving mechanical parts; extensive public contact; the noise level in the work environment is usually moderate but may be very loud due to sirens, etc; may be required to work evenings, weekends and holidays.

CITY OF ANTIOCH  
POLICE SERGEANT (CONTINUED)

**Physical and Mental Condition:** Primary functions require sufficient physical ability and mobility to work in an office and field setting; Normal hearing acuity; proportional weight to height; sound physical, mental and emotional health; normal color vision and visual functions, including no abnormalities or diseases which adversely affect the performance of duty, and visual acuity of not less than 20/40 vision in each eye without correction and corrected to not less than 20/20 in each eye; absence of a history of psychosis or psychoneurosis or other disabling defects. Must be able to perform the essential functions of the job. External candidates must complete physical, psychological and medical examinations.

FLSA: Non-Exempt

Revised: July 2014

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.

**ATTACHMENT B**

CITY OF ANTIOCH  
SALARY SCHEDULE

<u>Unit</u>	<u>Classification</u>	<u>Effective Date</u>	<u>MONTHLY SALARY STEPS</u>						
			<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	
<b>APOA</b>									
APOA	Community Services Officer	09/04/16 - 09/02/17	4,308	4,523	4,749	4,986	5,236	N/A	
APOA	Lead Police Dispatcher	09/04/16 - 12/31/16	5,870	6,164	6,472	6,796	7,136	N/A	
APOA	Police Corporal	09/04/16 - 09/02/17	8,644	9,076	9,530	10,006	10,506	N/A	
APOA	Police Dispatcher	09/04/16 - 12/31/16	5,219	5,480	5,754	6,042	6,344	N/A	
APOA	Police Officer	09/04/16 - 09/02/17	7,683	8,067	8,470	8,894	9,339	N/A	
APOA	Police Sergeant	09/04/16 - 09/02/17	9,605	10,085	10,589	11,118	11,674	N/A	
<b>AP SMA</b>									
AP SMA	Police Captain	09/04/16 - 03/04/17	13,725	14,411	15,132	15,889	16,683	N/A	
AP SMA	Police Lieutenant	09/04/16 - 03/04/17	11,898	12,493	13,118	13,774	14,463	N/A	
<b>CONFIDENTIAL</b>									
Confidential	Accounting Technician	10/02/16 - 09/30/17	4,320	4,536	4,763	5,001	5,251	N/A	
Confidential	Accounting Technician II	11/23/16 - 09/30/17	4,762	5,000	5,250	5,513	5,789	N/A	
Confidential	Administrative Analyst I	10/02/16 - 09/30/17	5,416	5,687	5,971	6,270	6,583	N/A	
Confidential	Administrative Analyst II	10/02/16 - 09/30/17	5,964	6,262	6,575	6,904	7,249	N/A	
Confidential	Administrative Analyst III	10/02/16 - 09/30/17	6,622	6,953	7,301	7,666	8,049	N/A	
Confidential	Administrative Assistant I	10/02/16 - 09/30/17	3,464	3,637	3,819	4,010	4,211	N/A	
Confidential	Administrative Assistant II	10/02/16 - 09/30/17	3,819	4,010	4,210	4,421	4,642	N/A	
Confidential	Administrative Assistant III	10/02/16 - 09/30/17	4,200	4,410	4,630	4,862	5,105	N/A	



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Dawn Merchant, Finance Director

**REVIEWED BY:** Steve Duran, City Manager

**SUBJECT:** Cost Allocation Plan

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive this report and direct staff regarding the use of the City's Cost Allocation Plan for distribution of internal services costs to General Fund departments and/or enterprises in the 2017 – 19 budget process.

### **STRATEGIC PURPOSE**

This action falls under Strategic Plan Long Term Goal O: Achieve and maintain financial stability and transparency.

### **FISCAL IMPACT**

This report has no fiscal impact in the current year budget.

### **DISCUSSION**

In 2005, the City Council approved a Cost Allocation Plan prepared by an independent consultant, Public Resource Management, which was implemented in the 2006-07 fiscal year. A Cost Allocation Plan allocates the cost of departments whose primary function is to support other City departments thus the City has labeled these as "Internal Services" in the adopted budget documents and appears as the expense line item "City Wide Admin" in department and enterprise budgets that have a share of allocated costs. The Cost Allocation Plan (the Plan) determined the proportionate share each "User" department was responsible for of the "Support" department's budget based on a comprehensive study. That proportionate share has not changed since the Plan was implemented as no formal update has been contracted for by the City since 2005. The amount of "City Wide Admin" that is charged out fluctuates each year depending on what the adopted budget is each year of the "Support" department. Thus since the Plan was first implemented, if a "Support" departments' budget increases, then the amount allocated out increases and visa versa. There is also a "Building Use Allowance" and "Equipment Use Allowance" charge done as part of the Plan, included in the total "Internal Services" in the budget document and this amount has not changed since implementation.

The Plan allocates the cost of the City Manager's, Finance, Human Resources, City Attorney, Facilities and some other Public Works functions, City Clerk, City Council, Office of Emergency Services and Non-departmental costs among all departments/funds in the City. This includes non-General Fund activities such as the Water and Sewer Funds.

To aid in the Council's and public's understanding of how the plan is allocated, a very basic example follows: In 2016, the budget of "Support" Department equals \$10,000 in total that is allocated and one of the "User" departments gets 10% of that allocated to it or \$1,000. In 2017, the budget for that "Support" department increases to \$11,000. The "User" departments share then becomes \$1,100 which is 10% of the allocation. The 10% allocation remains the same, but the amount changes each year depending on how much is being allocated out by the "Support" department. The Plan itself is quite complicated and intricate. Attachment A is a table of how costs are allocated just to the Police Department to demonstrate how plan implementation works.

Since the passage of Measure C, the City's Cost Allocation Plan has been the subject of much public discussion and scrutiny; particularly in regards to the amount being charged to the Police Department annually. It has been asserted that charging the Police Department for increases in allocated costs in accordance with the Plan does not meet the intent of Measure C. As was stated previously to City Council at the meeting of May 10, 2016, staff does not concur with this concern and believes the Cost Allocation Plan charges to the Police Department (and any other department or enterprise) are valid operational costs of those departments that use the services provided. Since the Plan was implemented in fiscal year 2006-07, the Police Department has been charged for these "Support" functions. The formula used prior to the passage of Measure C is the same formula used subsequent to the passage of Measure C. The amount changes, either increasing or decreasing every year based on the budget of the departments being allocated, irrespective of if the budgets of the departments receiving the allocations are increasing or decreasing. Charges from the allocating departments to the Police are essential functions that need to be provided to help the Police Department or any other department function. For example, Finance provides payroll services to the Police Department and therefore part of the allocation is for that. Unless the City Council wants to establish a completely autonomous Police Department where they hire their own governing board, payroll function, accounts payable function, accounts receivable function, facilities maintenance etc, a cost allocation of these functions is the most economical way to share the cost of these functions across all City departments and a cost allocation is a common tool used by many cities. The cost allocation is just one of many expenditure line items in the Police Department that make up the entire budget and used in the calculation of the total amount of expenditures factored into Measure C.

The City Council could, however, direct that Cost Allocation Plan charges not be included in the Measure C equation, as it directed with the EBRCS purchase. The charges would still be part of the Police Department budget; however, they would be paid from other General Fund resources other than Measure C. With that being said, it is important to note that Cost Allocation Plan charges are not "new" or "additional" costs being paid by the City to a third party. The Cost Allocation Plan charges simply take an

amount of expenditures of “Support” departments and shifts a share of those costs to “User” departments.

**ATTACHMENT**

- A. Cost Allocation Plan for the Police Department

## Attachment A – Cost Allocation Plan for the Police Department

### POLICE DEPARTMENT PERCENTAGES OF SUPPORT DEPARTMENTS BUDGET BY POLICE DIVISION

Support Department	1003110 PD Admin	1003120 PD Reserves	1003130 Prisoner Custody	1003150 Comm. Policing	1003160 PD Traffic	1003170 PD Invest.	1003175 PD Narcotics	1003180 PD Communications	1003185 PD OES	1003195 PD Volunteers	1003200 PD Facilities Maint.
City Council	5.87%	0.01%	0.61%	16.29%	1.04%	2.46%	1.11%	2.62%	0.06%	0.03%	0.28%
City Attorney	14.23%	0.01%	0.26%	5.48%	0.35%	0.88%	0.39%	0.79%	0.03%	0.03%	0.26%
City Manager	3.60%	0.00%	0.55%	17.15%	1.09%	2.51%	1.14%	2.92%	0.05%	0.00%	0.00%
City Clerk	6.47%	0.00%	0.43%	13.44%	0.86%	1.97%	0.89%	2.29%	0.04%	0.00%	0.00%
HR	5.79%	0.00%	0.88%	27.54%	1.76%	4.03%	1.83%	4.69%	0.07%	0.00%	0.00%
Non-Departmental Facilities	8.63%	0.07%	1.45%	32.01%	2.03%	5.07%	2.27%	4.69%	0.19%	0.15%	1.36%
Maintenance	15.47%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
OES	5.57%	0.00%	0.085%	26.53%	1.69%	3.88%	1.76%	4.52%	0.07%	0.00%	0.00%
Finance Accounting	4.03%	0.04%	0.540%	12.23%	0.85%	1.95%	0.87%	1.95%	0.11%	0.13%	0.63%
Finance Operations	34.54%	1.04%	0.00%	0.00%	0.00%	0.00%	0.00%	0.11%	0.00%	0.00%	0.00%
Finance Purchasing	7.54%	0.20%	0.20%	0.79%	0.99%	0.20%	0.20%	0.99%	0.00%	0.20%	3.17%



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Ahmed Abu-Aly, Associate Engineer, Capital Improvements Division *AA*

**APPROVED BY:** Ron Bernal, Assistant City Manager/Public Works Director/City Engineer *REB*

**SUBJECT:** Draft Transportation Impact Fee Study Update, P.W. 644-A

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### RECOMMENDED ACTION

It is recommended that the City Council receive an update on the Draft Transportation Impact Fee Study and direct staff regarding the Draft Transportation Impact Fee being studied.

### STRATEGIC PURPOSE

The study satisfies Strategy K-4, by identifying transportation needs and funding options for transportation impact fees.

### FISCAL IMPACT

This report identifies transportation impact needs and costs associated with development impact on the City's transportation system.

### DISCUSSION

Transportation infrastructure will be required to support the new development projected in the City's General Plan. Given the enormous cost of building new roads and associated infrastructure, as well as upgrading and widening existing roads, it will be necessary to generate funding for the transportation improvements required to accommodate the increased travel demand that will result from the new development.

In the past, the City has used Assessment Districts and conditions of approval on new development projects to finance new roads and major infrastructure. Transportation Impact Fee programs are used by many local agencies and is a proven method of equitably distributing the cost of improvements required to support new development based on anticipated impacts.

In the case of Antioch, the total improvements required equitably spread across the yet to be developed property identified in the General Plan results in relatively high per unit costs, especially for non-residential development.

On August 11, 2015, Economic and Planning Systems, Inc. (EPS) provided the City Council with a presentation review of the draft fee study and received public input from the City Council.



The attached PowerPoint presentation identifies different scenarios for possible adoption of the Transportation Impact Fee for City Council consideration and direction to staff.

**ATTACHMENTS**

A: Transportation Impact Fee Study PowerPoint Presentation

# Overview of Antioch Transportation Impact Fee Study and Options

ATTACHMENT "A"

*The Economics of Land Use*



Oakland  
Denver  
Los Angeles  
Sacramento

*presented to*  
City of Antioch  
City Council

*presented by*  
Economic & Planning Systems, Inc.

and  
Fehr & Peers

January 10, 2017

**Economic & Planning Systems, Inc.**  
One Kaiser Plaza, Oakland, CA 94612  
510.841.9190 • 510.841.9208 fax

# Existing Antioch Development Impact Fees

## Existing City development impact fees:

- City has long-standing traffic signal fee
- In June 2014, City established series of fees through Resolution 2014/21
- Applies to Single Family, Multifamily and Non-Residential development
- Includes projects in the following categories
  - General Administration
  - Public Works
  - Police
  - Parks and Recreation
  - **NO** Transportation Facilities Fee

AR

# Forecast of New Growth

**Substantial new household and job growth in Antioch will drive need for transportation improvements.**

	2010	2040	New Development	Increase
<b>Households</b>				
Single Family	28,350	36,244	7,894	28%
Multifamily	6,074	8,032	<u>1,958</u>	32%
Total Residential Units	34,424	44,276	9,852	29%
<b>Jobs</b>	19,949	38,081	18,132	91%

Source: City of Antioch, CCTA Transportation Model, Fehr & Peers, Economic & Planning Systems, Inc.

AP3

# New Land Use Development

**Projected household and job growth was translated into Housing Units and Workspace Square Feet.**

Land Use	New Development	New Development Less Units covered by DAs
Single Family	7,894 units	5,782 units
Multi Family	1,958 units	1,958 units
<b>Subtotal: Residential</b>	<b>9,852 units</b>	<b>7,740 units</b>
Office	2,200,000 bldg sq. ft.	2,200,000 bldg sq. ft.
Industrial	3,860,000 bldg sq. ft.	3,860,000 bldg sq. ft.
Retail	1,430,000 bldg sq. ft.	1,430,000 bldg sq. ft.
<b>Subtotal: Commercial</b>	<b>7,490,000 bldg sq. ft.</b>	<b>7,490,000 bldg sq. ft.</b>

Sources: City of Antioch; City of Antioch/ CCTA Transportation Model; Fehr & Peers; Economic & Planning Systems, Inc.

AP

# Development Agreements

## Projects covered by Development Agreements excluded from Fee Program (single family development only).

Developments [1]	Units
Laurel Ranch	180
Parkridge	525
Promenade/Vineyard	641
Aviano	533
Heidorn Village	117
Nelson Ranch [2]	<u>116</u>
<b>Total Units Covered by DAs</b>	<b>2,112</b>

[1] All information provided in this table regarding exempt units as a result of Development Agreements has been provided by the City.

[2] Estimates for Nelson Ranch Units are based on information provided by the City reflecting that to date, 244 of 360 total units of the Nelson Ranch development have been built. This leaves a remaining 116 units that are exempt from any future fee, under the development agreement.

AS

# Transportation Projects, Costs, Fee Program



- 1. New Transportation Projects.** City identified fourteen (14) transportation improvements projects.
- 2. Total Costs.** Transportation improvement costs were estimated based on information provided by City.  
Gross Cost = **\$287.3 million.**
- 3. DA and Regional Fee Program Funding.** Expected funding from Development Agreements (\$73.6 million) and ECCRFA Program (\$13.6 million) were netted out.
- 4. Transportation Modelling.** Transportation modelling indicated new transportation improvements not required to support existing development; only modest existing deficiency (\$225,000). All remaining net costs allocated to new development (fee program) = **\$200.2 million.**

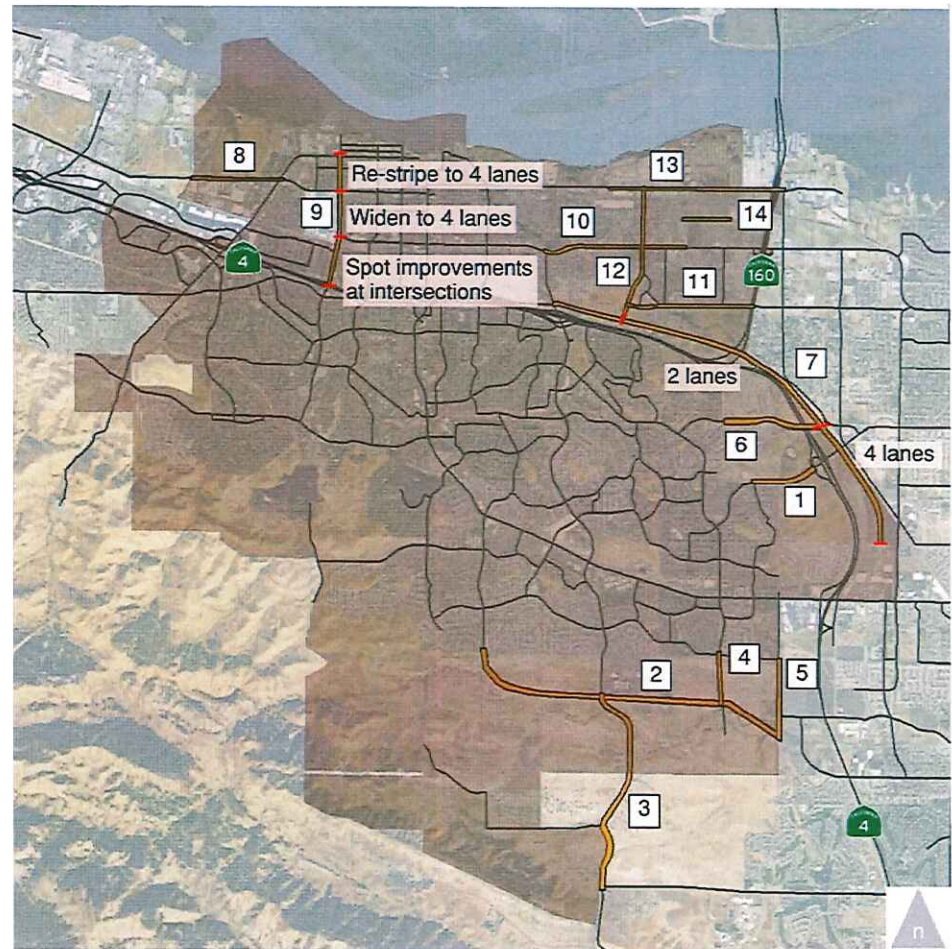
# Map of Planned Transportation Improvements

**Table 1: Potential Antioch TIF Project List**

Roadway Segment Improvements				
#	Roadway	Limits	Existing Number of Lanes	Future Number of Lanes
1	Laurel Road	Kirk Lane to SR 4 Bypass	0	4
2	Sand Creek Road	Dallas Ranch Road to Heidorn Ranch Road	0	4
3	Deer Valley Road	Sand Creek Road to Balfour Road	2	2 + upgrade to applicable standard
4	Hillcrest Ave	Prewett Ranch Drive to Sand Creek Road	0	4
5	Heidorn Ranch Road	Current 4 Lane Terminus to Sand Creek Road	2	4
6	Wild Horse Road	Terminus to Slatten Ranch	0	2
7	Slatten Ranch Road	Hillcrest to Wicklow Way	0	2 to 4
8	Pittsburg-Antioch Hwy	Arcy Lane to Auto Center Drive	2	4
9	L Street	18 <sup>th</sup> Street to SR4	2	4
10	18 <sup>th</sup> Street	Hargrove Street to Vineyard Drive	2	4
11	Oakley Road	Viera Avenue to City Limits	2	2 + upgrade to applicable standard
12	Viera Ave	Slatten Ranch Road to Wilbur Ave	0 to 2	2 to 4
13	Wilbur Ave	Railroad crossing to City Limits	2	4
14	Sakari Street	Drive-In Way to Vineyard Drive	0	2

**LEGEND**

-  Planned Segment Improvement
-  Antioch City Limits



Sources: City of Antioch; Fehr & Peers

A7



# Transportation Improvement Descriptions

Project #	Project Name	Description
1	Laurel Road	New 4 lane road from Kirk Lane to SR 4 Bypass
2	Sand Creek Road	New 4 lane road from Dallas Ranch Road to Heidorn Ranch Road
3	Deer Valley Road	Upgrade existing 2 lane roadway from Sand Creek Road to Balfour Road
4	Hillcrest Avenue	New 4 lane road from Prewett Ranch Drive to Sand Creek Road
5	Heidorn Ranch Road	Widen existing 2 lane roadway to 4 lane road from current 4 lane terminus to Sand Creek Road
6	Wild Horse Road	New 2 lane road from existing terminus to Slatten Ranch Road
7	Slatten Ranch Road	New 2 and 4 lane road from Wicklow Way to Hillcrest Avenue
8	Pittsburg-Antioch Highway	Widen existing 2 lane roadway to 4 lane road from Arcy Lane to Auto Center Drive
9	L Street	Widen existing 2 lane roadway to 4 lane road from 18th Street to SR 4
10	18th Street	Widen existing 2 lane roadway to 4 lane road from Hargrove Street to Vineyard Drive
11	Oakley Road	Upgrade existing 2 lane roadway from Viera Avenue to City Limits
12	Viera Avenue	Widen existing 2 lane roadway to 4 lane road and new 2 lane roadway from Slatten Ranch Road to Wilbur Avenue
13	Wilbur Avenue	Widen existing 2 lane roadway to 4 lane road from railroad crossing to City Limits
14	Sakari Street	New 2 lane road from Drive-In Way to Vineyard Drive

Source: Fehr & Peers, City of Antioch, Economic & Planning Systems, Inc.

AS

# Transportation Improvement Costs/ Funding

No.	Project Name	Gross Cost (1)	DA Contributions (2)	Net Cost	Existing Deficiency (3)	Regional Fee Program (4)	Costs allocable to New Antioch Dev. (5)
1	Laurel Road	\$7,263,400	\$7,263,400	\$0	\$0	\$0	\$0
2	Sand Creek Road	\$53,584,200	\$28,428,300	\$25,155,900	\$0	\$0	\$25,155,900
3	Deer Valley Road	\$30,364,400	\$0	\$30,364,400	\$0	\$0	\$30,364,400
4	Hillcrest Avenue	\$8,539,000	\$8,539,000	\$0	\$0	\$0	\$0
5	Heidorn Ranch Road	\$9,084,300	\$9,084,300	\$0	\$0	\$0	\$0
6	Wild Horse Road	\$6,453,800	\$6,453,800	\$0	\$0	\$0	\$0
7	Slatten Ranch Road	\$68,900,800	\$13,479,679	\$55,421,121	\$0	\$0	\$55,421,121
8	Pittsburg-Antioch Highway	\$11,233,300	\$0	\$11,233,300	\$224,666	\$3,369,990	\$7,638,644
9	L Street	\$6,068,300	\$0	\$6,068,300	\$0	\$0	\$6,068,300
10	18th Street	\$13,255,900	\$0	\$13,255,900	\$0	\$0	\$13,255,900
11	Oakley Road	\$9,953,700	\$0	\$9,953,700	\$0	\$0	\$9,953,700
12	Viera Avenue	\$19,870,600	\$0	\$19,870,600	\$0	\$0	\$19,870,600
13	Wilbur Avenue	\$34,216,580	\$0	\$34,216,580	\$0	\$10,264,974	\$23,951,606
14	Sakari Street	\$8,516,900	\$0	\$8,516,900	\$0	\$0	\$8,516,900
<b>Total Roadway Improvements</b>		<b>\$287,305,180</b>	<b>\$73,248,479</b>	<b>\$214,056,701</b>	<b>\$224,666</b>	<b>\$13,634,964</b>	<b>\$200,197,071</b>

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# Gross and Net Cost Summary

<b>Item</b>	<b>Amount</b>
Gross Cost	\$287,305,180
DA Contributions	(\$73,248,479)
Existing Deficiency	(\$224,666)
Regional Fee Program	<u>(\$13,634,964)</u>
<b>Net Cost</b>	<b>\$200,197,071</b>

# Traffic Signals

**Costs associated with maintaining the current level of traffic signals per Antioch resident are calculated on a per capita basis as follows:**

Item	#
Existing Traffic Signals	113
Current Population (1)	112,968
Traffic Signals/ 1,000 Persons	1.00
New Population (2010 - 2040)	21,066
<b>New Traffic Signals Required to serve New Dev.</b>	<b>21.00</b>
Cost per Traffic Signal (3)	\$400,000
<b>New Traffic Signal Cost</b>	<b>\$8,400,000</b>

\*Estimates are associated with new development not covered by development agreements (DAs). Traffic signals associated with DA-covered development are assumed to be covered directly by relevant developers.

(1) California Department of Finance estimate for January 1, 2016.

(2) Number of traffic signals required to maintain existing, effective service standard.

(3) Estimate reflective of traffic signal costs from neighboring jurisdiction, Brentwood, as well as some adjustment for local factors.

Source: City of Antioch; Fehr & Peers; Economic & Planning Systems, Inc.

# Fee Program Cost Allocation by Land Use

Land Use	New Development	Adjusted PM Trip Rates (1)	New PM Trips	New PM Trip Distribution
Single Family (2)	5,782 units	1.00 per unit	5,782	44%
Multi Family	1,958 units	0.62 per unit	1,214	9%
<b>Subtotal: Residential</b>	<b>7,740</b>		<b>6,996</b>	<b>53%</b>
Office (2)	2,199,357 bldg sq. ft.	1.00 per 1,000 sq. ft.	2,196	17%
Industrial (3)	3,863,022 bldg sq. ft.	0.45 per 1,000 sq. ft.	1,734	13%
Retail (3)	1,433,700 bldg sq. ft.	1.62 per 1,000 sq. ft.	2,316	17%
<b>Subtotal: Commercial</b>	<b>5,296,722 bldg sq. ft.</b>		<b>6,246</b>	<b>47%</b>
<b>Total</b>			<b>13,242</b>	<b>100%</b>

(1) PM Peak Hour Trip Rates.

(2) Removed 2,112 single family units covered under Development Agreements and therefore not paying fee per City staff.

(3) Trip rates for general office, light industrial, and community shopping center (retail). Initial discount rate of 35% applies to retail rates to account for pass-through trips. An additional 30 percent discount applied to office and industrial due to improved jobs-housing balance as well as to retail due to portion of local housing-generated trips.

Sources: City of Antioch; City of Antioch/ CCTA Transportation Model; Fehr & Peers; Economic & Planning Systems, Inc.

APR

# Maximum Supportable Fee Levels

Item	Trip Distribution	Roadway Costs associated with New Dev.	Traffic Signal Costs	Total Costs	Maximum Fee
Residential: Single Family	44%	\$87,413,423	\$3,667,750	\$91,081,172	\$15,753 per unit
Residential: Multi Family	9%	\$18,352,888	\$770,063	\$19,122,951	\$9,767 per unit
Office	17%	\$33,193,790	\$1,392,767	\$34,586,557	\$15.73 per sq. ft.
Industrial	13%	\$26,216,628	\$1,100,014	\$27,316,642	\$7.07 per sq. ft.
Retail	17%	\$35,020,343	\$1,469,407	\$36,489,749	\$25.45 per sq. ft.
<b>Total</b>	<b>100%</b>	<b>\$200,197,071</b>	<b>\$8,400,000</b>	<b>\$208,597,071</b>	

Source: City of Antioch; Fehr & Peers; Economic & Planning Systems, Inc.

A13

# Local Transportation Fee Comparison

	Antioch (Maximum)	Oakley	Brentwood	Pittsburg
Single Family	\$15,753 per unit	\$14,015 per unit	\$11,201 per unit	\$7,285 per unit
Multi Family	\$9,767 per unit	\$8,549 per unit	\$6,944 per unit	\$4,441 per unit
Office	\$15.73 per sq.ft.	\$5.18 per sq.ft.	\$5.01 per sq.ft.	\$1.41 per sq.ft.
Industrial	\$7.07 per sq.ft.	\$3.48 per sq.ft.	\$3.09 per sq.ft.	\$1.41 per sq.ft.
Retail	\$25.45 per sq.ft.	\$3.48 per sq.ft.	\$4.17 per sq.ft.	\$1.41 per sq.ft.

Source: City of Brentwood, City of Oakley, City of Pittsburg, Contra Costa Public Works; Fehr & Peers; Economic & Planning Systems, Inc.

A14

# Maximum and Other Fee Scenarios

Item	Scenario 1 Fully Funded Max Fee	Scenario 2 <sup>1</sup> Modest Discount Fees	Scenario 3 <sup>2</sup> Non-Residential Discounted Fees
Residential: Single Family	<b>\$15,753</b> per unit	<b>\$15,753</b> per unit	<b>\$15,753</b> per unit
Residential: Multi Family	<b>\$9,767</b> per unit	<b>\$9,767</b> per unit	<b>\$9,767</b> per unit
Office	<b>\$15.73</b> per sq. ft.	<b>\$7.86</b> per sq. ft.	<b>\$5.00</b> per sq. ft.
Industrial	<b>\$7.07</b> per sq. ft.	<b>\$3.54</b> per sq. ft.	<b>\$3.00</b> per sq. ft.
Retail	<b>\$25.45</b> per sq. ft.	<b>\$12.73</b> per sq. ft.	<b>\$4.00</b> per sq. ft.

(1) Non-residential Fees have been reduced to 50% of the maximum nexus-supported amount.

(2) Office, industrial and retail fees set to be the same as the non-residential fees in the City of Brentwood.

Source: City of Antioch; Fehr & Peers; Economic & Planning Systems, Inc.

ATIS



# Additional Funding required by Scenario

Item	Scenario 1	Scenario 2	Scenario 3
	Funding Shortfall	Funding Shortfall	Funding Shortfall
Residential: Single Family	\$0	\$0	\$0
Residential: Multi Family	\$0	\$0	\$0
Office	\$0	\$17,293,278	\$23,589,772
Industrial	\$0	\$13,658,321	\$15,727,576
Retail	<u>\$0</u>	<u>\$18,244,875</u>	<u>\$30,754,949</u>
<b>Total</b>	<b>\$0</b>	<b>\$49,196,474</b>	<b>\$70,072,297</b>

Source: City of Antioch; Fehr & Peers; Economic & Planning Systems, Inc.

HL



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division *SB*

**APPROVED BY:** Ron Bernal, Assistant City Manager/Public Works Director/  
City Engineer *RJB*

**SUBJECT:** Consideration of Bids for the Zone 1 Transmission Pipeline  
Rehabilitation at Highway 4, P.W. 701

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution awarding the Zone 1 Transmission Pipeline Rehabilitation at Highway 4 contract to the lowest responsive and responsible bidder, R.J. Gordon Construction, Inc. and authorize the City Manager to execute an agreement in the amount of \$402,300.

### **STRATEGIC PURPOSE**

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way and Strategy K-2 by enhancing the delivery of high quality water.

### **FISCAL IMPACT**

The 2016-17 Capital Improvement Budget includes \$739,000 for the rehabilitation of the Zone 1 Transmission Pipeline at Highway 4 through the Water Enterprise Fund. The Engineer's estimate for the construction of this project was \$442,000.

### **DISCUSSION**

On December 13, 2016, two (2) bids were received and opened as shown on the attached tabulation. The lowest responsive and responsible bid was submitted by R.J. Gordon Construction, Inc. of Pleasant Hill in the amount of \$402,300. The bids have been checked and found to be without any errors or omissions.

This project will consist of rehabilitating an existing 24-inch diameter domestic water transmission pipeline on D Street beneath Highway 4. The rehabilitation will utilize the continuous sliplining method with a new isolation valve installed at both points of connection.

### **ATTACHMENTS**

- A: Resolution
- B: Bid Tabulation

**ATTACHMENT "A"**

**RESOLUTION NO. 2017/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE ZONE 1 TRANSMISSION PIPELINE REHABILITATION AT  
HIGHWAY 4 CONTRACT AND  
EXECUTION OF A CONSTRUCTION AGREEMENT  
WITH R.J. GORDON CONSTRUCTION, INC.  
P.W. 701**

**WHEREAS**, the City Council has considered awarding the Zone 1 Transmission Pipeline Rehabilitation at Highway 4 project construction contract to the lowest responsive and responsible bidder, R.J. Gordon Construction, Inc., in the amount of \$402,300; and

**WHEREAS**, the City desires to execute a construction agreement with R.J. Gordon Construction, Inc., in the amount of \$402,300 for the Zone 1 Transmission Pipeline Rehabilitation at Highway 4 project;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby awards the construction contract for the Zone 1 Transmission Pipeline Rehabilitation at Highway 4 project to the lowest responsive and responsible bidder, R.J. Gordon Construction, Inc., and authorizes the City Manager to execute a construction agreement with R.J. Gordon Construction, Inc. in the amount of \$402,300, in a form approved by the City Attorney.

\* \* \* \* \*

**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 10th day of January 2017, by the following vote:

**AYES:**

**ABSENT:**

**NOES:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

CITY OF ANTIOCH  
**TABULATION OF BIDS**

**JOB TITLE:** Zone 1 Transmission Pipeline Rehabilitation at Highway 4  
(P.W. 701)

**BIDS OPENED:** December 13, 2016 ~ 2:00 p.m.  
City Council Chambers

	Engineer's Construction Estimate	R.J. Gordon Construction, Inc. Pleasant Hill	Con-Quest Contractors, Inc. San Francisco			
<b>TOTAL BID PRICE</b>	\$420,000.00	\$402,300.00	\$454,155.00			

<i>R.J. Gordon Construction, Inc.</i>	<i>Con-Quest Contractors, Inc.</i>			
<u>Annular Fill</u> Throop Lightweight Fill CCTV Subtronic Corp.	<u>Annular Grouting</u> Cell-Crete Corporation			

**ATTACHMENT "B"**



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Lizeht Zepeda, Economic Development Program Manger *LZ*

**APPROVED BY:** Steve Duran, City Manager *SD*

**SUBJECT:** Update on Social Media

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### RECOMMENDED ACTION

It is recommended that the City Council receive the report on social media. This report provides information on the use of social media for civic engagement. This is an informational item and does not require City Council action.

### STRATEGIC PURPOSE

Strategy G-5: Create and Implement a Marketing Campaign for Antioch. As part of our marketing efforts goal a piece is to increase the use of social media, such as Facebook, YouTube and Twitter.

### FISCAL IMPACT

No financial impact

### DISCUSSION

The City has five official Facebook pages, one Twitter account, and YouTube channel for the purpose of sharing information, supporting city activities, events, and promoting businesses. The main City Hall account is managed through the City Manager's Office with individual departments managing their own.

Our current City Facebook pages include City Hall, Police, Environmental Services, Animal Services, and the Recreation Department. The increase of social media to engage the public and push information has been successful, our social media audience has a combined 17,600 likes on Facebook. Having a variety of City staff responsible for posting and sharing is part of the success on Facebook. This allows departments to share posting on five City pages and reach more likes.

Our Twitter account has over 230 followers. City Twits are the same as our Facebook, content includes; City Manager's Weekly Reports, ribbon cuttings, clean-ups, new business, special events, pictures, good news, alerts, and retweeting twits that help promote Antioch in a positive way.

As part of the City's Economic Strategic Management goals staff looked into ways to create and implement a marketing campaign for Antioch. "Come Grow With Us, Business and Family Friendly" was produced. The City's marketing campaign is promoted on a variety of social media and marketing platforms including: Annual City Report, City website, mail publications, revitalization projects, public events, promotional

material, and video. The City's two marketing videos are uploaded on the City's YouTube Channel. The videos promote the City's growth and the variety of housing, recreation, entertainment, amenities, events, and programs we offer to residents and visitors. Recently these videos have been a great tool for regional presentations, and business forums such as the Northern California Chapter of CCIM Fall 2016 Broker Forum focusing on the Northern Waterfront Economic Development Initiative in Contra Costa County. Both videos have been shared on the City's Facebook and Twitter pages. They are easily accessible on the City's webpage and have more than two thousand views on YouTube.

**ATTACHMENTS**

No Attachments.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Lizeht Zepeda, Economic Development Program Manager *LZ*

**APPROVED BY:** Steve Duran, City Manager *[Signature]*

**SUBJECT:** Proposed Sales Tax Sharing Agreement with OneSource Supply Solutions

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### RECOMMENDED ACTION

It is recommended that the City Council receive this report and direct staff regarding the proposed Sales Tax Sharing Agreement with OneSource Supply Solutions and new information received from OneSource regarding projected revenues.

### STRATEGIC PURPOSE

The City's Strategic Management Plan, under Strategy G-1, "Grow Antioch's Economy through Economic Development Activities" and the Short Term Objective to "Design economic incentives and criteria for key business ventures on a case by case basis" supports considering the proposed Agreement.

### FISCAL IMPACT

Subsequent to the City Council approval of a resolution authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions (OneSource), staff was advised by OneSource that their projected revenues with Antioch as a point of sale would be closer to \$20 million than \$200 million. This is due to the partnership creating a parent company that will keep approximately \$180 million of the partnership's projected \$200 million in sales tax in Fairfield.

Please see the attached staff report from September 27, 2016 for more detail; but \$20 million of sales with Antioch as point of sale would result in \$200,000 in annual revenue to the City. This is far short of the \$2,000,000 previously projected.

### DISCUSSION

This item was on the November 22<sup>nd</sup>, 2016 agenda and *Council voted to Continue this item to January 2017*. On September 27, 2016, the City Council adopted a resolution directing and authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions.

In spite of the reduction of projected revenue, staff recommends executing the Sales Tax Sharing Agreement as negotiated. The tax sharing doesn't kick in each year until after the City receives \$500,000 in sales tax. This agreement does not include Measure C revenues. More importantly, without the Agreement OneSource's parent company would have an incentive to move the \$20,000,000 projected Antioch point of sale revenue to Fairfield. With the Agreement, we can require that the projected OneSource revenues that are separate from the parent company have the point of sale in Antioch.

There is no financial downside from going forward with the proposed Agreement. However, staff does not recommend similar agreements going forward for companies projecting less than \$500,000 in annual sales tax revenue to the City of Antioch.

### **ATTACHMENTS**

- A. September 27, 2016 Staff Report to the City Council





**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of September 27, 2016

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

**SUBMITTED BY:** Lizeht Zepeda, Economic Development Program Manager *JK*

**APPROVED BY:** Steve Duran, City Manager *SD*

**SUBJECT:** Proposed Sales Tax Sharing Agreement with OneSource Supply Solutions

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution directing and authorizing the City Manager to negotiate and execute a Sales Tax Sharing Agreement with OneSource Supply Solutions that will accomplish the business terms authorized by the City Council, in a form approved by the City Attorney; and

**STRATEGIC PURPOSE**

The City's Strategic Management Plan, under Strategy G-1, "Grow Antioch's Economy through Economic Development Activities" and the Short Term Objective to "Design economic incentives and criteria for key business ventures on a case by case basis" supports considering the proposed Agreement.

**FISCAL IMPACT**

OneSource Supply Solutions (OneSource) is a significant supplier for Pacific Gas & Electric Company. One Source desires to locate a facility in the City of Antioch that will generate significant sales tax revenue for the City and other recipients of sales tax. OneSource has stated that the City could realize in the neighborhood of \$2,000,000 in sales tax revenue with the City of Antioch as the point of sale for the product that they plan to store in Antioch.

Staff is recommending the business terms outlined in Exhibit 1 to the attached resolution. For purposes of illustration only: If OneSource did generate \$200 million in sales, the City's one percent (1%) share of sales tax would be \$2 million. Under staff's recommendation, the first \$500,000 in sales tax the City receives from OneSource sales each fiscal year would not be subject to any rebate. All sales tax the City receives over and above \$500,000 from One Source sales in any fiscal year would be split 50/50, with the City providing a rebate at a time and frequency to be determined in the final Agreement. Thus under this illustration, the City would net \$1,250,000 in sales tax in a

fiscal year that One Source generated \$2,000,000 in sales tax to the City, with One Source receiving a rebate of \$750,000.

$\$2,000,000 - \$500,000$  to the City =  $\$1,500,000$  to be split 50/50.

$\$1,500,000 \times 50\% = \$750,000$ .

The City gets  $\$500,000 + \$750,000 = \$1,250,000$ . OneSource gets  $\$750,000$ .

Under the same formula,  $\$1,000,000$  in sales tax generated by OneSource would give the City  $\$500,000 + 50\%$  of  $\$500,000 = \$750,000$  and would give OneSource  $50\%$  of  $\$500,000 = \$250,000$ .

### **DISCUSSION**

OneSource is planning to occupy about  $\pm 183,000$  square feet and sign a five year lease with options to extend. Their projected annual revenue is in the  $\$200M$  to  $\$250M$  range. OneSource Supply Solutions provides innovative supply chain solutions for utilities, contractors and manufacturers. Products they supply include transformers and electrical poles to Pacific Gas & Electric Company. OneSource is the logistical and technical link from client to products. Their main offices are based in Southern California and the Antioch site will be the only Northern California office in the area.

The industrial commercial market has tightened, and East Contra Costa County is competitive for light to heavy industrial companies looking to grow. The proposed OneSource facility will be at the Antioch Distribution Center on Wilbur Avenue at Wilbur Lane. This location is in the city's industrial area, which is an advantage for this proposed use. The facility meets their need for a large, flexible facility, yard access, and expansion capability. One of their major clients, Pacific Gas & Electric Company approved the Antioch site as being accessible to a number of their Northern California operations.

Commercial brokers representing the Antioch Distribution Center engaged City staff and provided information about the company's needs. As part of the City's Strategic Plan to grow business, staff worked with key players to negotiate an incentive that would bring OneSource to Antioch. Antioch's local labor demographics are also an advantage, fitting the long term needs of OneSource.

### **ATTACHMENTS**

- A. Resolution, including Exhibit 1

RESOLUTION NO. 2016/ \*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE A TAX  
SHARING AGREEMENT WITH ONE SOURCE SUPPLY SOLUTIONS**

**WHEREAS**, One Source Supply Solutions (One Source) desires to locate a facility in the City of Antioch that will generate significant sales tax revenue for the City and other recipients of sales tax; and

**WHEREAS**, One Source has approached City staff requesting a sales tax incentive prior to the execution of a lease in the City of Antioch that One Source intends to execute if the City can provide a sales tax incentive; and

**WHEREAS**, California law allows for tax sharing agreements; and

**WHEREAS**, The City's Strategic Management Plan, under Strategy G-1, "Grow Antioch's Economy through Economic Development Activities" and the Short Term Objective to "Design economic incentives and criteria for key business ventures on a case by case basis" supports considering the proposed Agreement; and

**WHEREAS**, the City Council has reviewed the proposed Term Sheet, which is Exhibit 1 to this Resolution as well as the accompanying Staff Report;

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

1. The City Manager is directed and authorized to negotiate and execute a Sales Tax Sharing Agreement with One Source Supply Solutions that will accomplish the business terms hereby authorized by the City Council, in a form approved by the City Attorney.

\* \* \* \* \*

**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 27<sup>th</sup> day of September, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**ARNE SIMONSEN  
CITY CLERK OF THE CITY OF ANTIOCH**

**Term Sheet  
for Sales Tax Sharing Agreement  
between the City of Antioch, California  
and One Source Supply Solutions**

Basic Business Terms:

**Parties:** The parties to the proposed tax sharing agreement shall be the City of Antioch, CA (City) and One Source Supply Solutions (one Source) or their successor in interest.

**Term:** The term of this Agreement shall be for ten (10) years from the commencement of a certain lease that Once Source Supply Solutions (One Source) intends to execute as the lessee or tenant within the City of Antioch, California.

**Point of Sale:** The City of Antioch shall be the "Point of Sale" for all sales generated from product that One Source stores in the City of Antioch.

**Operations:** One Source will covenant to continue its operations in the City of Antioch for a minimum of the initial term of five (5) years under the lease they intent to execute for its Antioch location.

**Sales Tax:** "Sales Tax" shall be the City of Antioch's current one percent (1%) share of sales tax generated from a Point of Sale in the City of Antioch.

**Incentive:** The Sales Tax Incentive on 1% City share of sales tax shall be calculated and rebated as follows: Each year, the first \$500,000 of the City's 1% of sales tax collected by the City from the sales by One Source will go to the City. Each year, 50% of all of the City's 1% of sales tax collected by the City from the sales by One Source above the initial \$500,000 collected from the sales by One Source shall be rebated to One Source. "Year" for the purpose of calculation of the rebate shall be defined as the City's fiscal year which runs from July 1 through June 30.


This Term Sheet shall in no way be deemed to create a binding contract, agreement or offer of any kind between the City and One Source or any other entity. The parties acknowledge and agree that legal rights shall come into existence only when an Agreement is fully executed and delivered by the parties in accordance with California state law regarding tax sharing agreements and should California law change to disallow all or part of such an Agreement, then the parties shall comply with California law and neither party shall have any liability for the termination or alteration of the Agreement in accordance with such a change in the law.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Steve Duran, City Manager 

**SUBJECT:** Charter City Discussion and Direction

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive a report regarding the potential of the City of Antioch becoming a Charter City, discuss the issue and provide direction to staff in this regard. This item was requested by the Mayor and City Council Members.

### **STRATEGIC PURPOSE**

This staff report supports **Strategy L-4:** Implement City Council policies and direction. The Council is seeking information in order to evaluate and determine whether or not the City of Antioch should become a Charter City.

### **FISCAL IMPACT**

The recommended action has no direct fiscal impact. Should the Council direct staff to proceed in the direction of making Antioch a charter city, there will be costs associated with an electoral process. Charter cities do have more flexibility than general law cities to implement certain fees.

### **DISCUSSION**

The state of California allows for a City to convert from a general law city to a charter city. Antioch, like most California cities, is a general law city. General law cities must follow the laws set forth in the California Government Code and other relevant statutes and have less autonomy than cities that adopt their own charter. Cities that adopt their own charter may adopt their own procedures, ordinances and resolutions for matters that are considered “municipal affairs” in the state of California. According to the League of California Cities (League) website, of California’s 478 cities, 108 of them are charter cities.

Attached to this staff report is considerable information from the League regarding charter cities, including a chart comparing and contrasting charter cities and general law cities, a summary of charter city characteristics, a list of charter cities, and foundational aspects of charter cities.

A City Charter is a written document that operates as the city’s “constitution” to the degree allowed under the California Constitution. A charter can only be adopted by a

vote of the people of the City. Thus, a charter may be amended or repealed by subsequent votes of the people. An amendment may be proposed either by the city council or by initiative submitted to the council by the voters. Initiatives to adopt city charters may only be placed on the ballot during a general statewide election.

Under certain “home rule” provisions in California's state constitution, voters can exercise a greater degree of local control than that provided by the California Legislature by becoming a charter city. Becoming a charter city allows voters to determine how their city government is organized and, with respect to municipal affairs, enact legislation different than that adopted by the state. While adopting a charter gives a city more control over its municipal affairs, charter cities are subject to the same state laws as general law cities on matters considered to be of “statewide concern.” What constitutes a municipal affair as opposed to a matter of statewide concern has been and remains a fluid concept.

The charter need not set out every municipal affair the city would like to govern. So long as the charter contains a declaration that the city intends to avail itself of the full power provided by the California Constitution to charter cities, any city ordinance that regulates a municipal affair will govern over a general law of the state.

There are two methods for a city to adopt a charter, both of which must be voted upon by the electorate of the city. One would be to have the city's voters elect a charter commission that would draft the charter. The other, which would be less expensive and more practical, would be for the City Council (generally through its staff and City Attorney) to draft a charter. The city can, of course have various public forums for input from the community as the Council sees fit. As noted, the charter is not adopted by the city until it is ratified by a majority vote of the city's voters in either case.

### **Documentary and Real Property Transfer Tax**

One of the key issues that brought this topic of discussion about is the ability of a charter city to raise the Documentary and Real Property Tax Rates as opposed to general law cities not having that ability. This tax is imposed upon the sale of real estate and is set by the state at \$1.10 per \$1,000 of the sales price. For example, a tax of \$550 is collected upon transfer of title on the sale of a \$500,000 home. Half of this tax goes to the city and half to the county. Charter cities may, by a vote of the electorate, raise this tax. For example, the charter city of Berkeley collects \$15.00 per \$1,000 of the sales price and the charter city of Hayward gets \$4.50. Richmond, a charter city, gets \$7.00 per \$1,000 of the sales price. Richmond is the only city in Contra Costa County that has raised this tax above the standard \$1.10 per \$1,000.

In 2015-16, the City of Antioch collected \$460,654, which is the City's \$0.55 per \$1,000 of sales price share of the standard \$1.10 per \$1,000 tax. If Antioch were a charter city and raised the Documentary and Real Property Tax to \$5.50, for example, that amount would go to \$2,303,270 assuming the same real estate sales numbers.

As with all taxes, an increase in the Documentary and Real Property Transfer Tax would require a vote of the people. Additionally, the City would incur costs related to calling an election and placing an item on the ballot.

### **Summary and Recommended Course of Action**

More detailed information is included in the materials attached to this report, including a copy of the City of Hayward Charter to serve as an example. If the City Council directs staff to do more work on this issue, staff recommends that the City Manager and City Attorney bring a first draft back to the City Council for review and direction. At that time, staff will estimate the costs of an election to approve a charter and, if directed, the costs of a subsequent election to approve an increase in the Documentary and Real Property Transfer Tax.

Notwithstanding the merits of becoming a charter city and potentially increasing the Documentary and Real Property Transfer Tax, staff is recommending that the Council consider the timing of other potential ballot measures. It may be prudent to delay the consideration of the adopting a charter until after the City has dealt with extending or removing the sunset provision of Measure C, which is the additional ½ sales tax that was passed in 2013 and expires in April of 2021. Measure C revenues are projected to be approximately \$7,000,000 per year and 100% of that funding goes to the Police Department and Code Enforcement budgets. The loss of this revenue stream would be devastating to the City, as it represents approximately 14% of the general fund budget. Since 100% of the Measure C funding is in the Police Department and Code Enforcement budgets, with minimal increases in other general fund budgets and staffing, Police and Code Enforcement staffing would have to be significantly reduced if Measure C is allowed to expire.

Staff plans to bring a detailed analysis of the City's strategic priorities and budget projections to the Council for discussion and direction in the first quarter on the upcoming calendar year.

### **ATTACHMENTS**

- A. General Law vs. Charter City Chart
- B. A Quick Summary for the Press and Researchers
- C. Charter Cities List
- D. Foundation Aspects of Charter Cities
- E. City of Hayward Charter

GENERAL CITY

VS.

CHARTER CITY



## General Law City v. Charter City

Characteristic	General Law City	Charter City
<b>Ability to Govern Municipal Affairs</b>	Bound by the state's general law, regardless of whether the subject concerns a municipal affair.	Has supreme authority over "municipal affairs." Cal. Const. art. XI, § 5(b).
<b>Form of Government</b>	State law describes the city's form of government. For example, Government Code section 36501 authorizes general law cities be governed by a city council of five members, a city clerk, a city treasurer, a police chief, a fire chief and any subordinate officers or employees as required by law. City electors may adopt ordinance which provides for a different number of council members. Cal. Gov't section 34871. The Government Code also authorizes the "city manager" form of government. Cal. Gov't Code § 34851.	Charter can provide for any form of government including the "strong mayor," and "city manager" forms. See Cal. Const. art. XI, § 5(b); Cal. Gov't Code § 34450 <i>et seq.</i>
<b>Elections Generally</b>	Municipal elections conducted in accordance with the California Elections Code. Cal. Elec. Code §§ 10101 <i>et seq.</i>	Not bound by the California Elections Code. May establish own election dates, rules, and procedures. See Cal. Const. art. XI, § 5(b); Cal. Elec. Code §§ 10101 <i>et seq.</i>
<b>Methods of Elections</b>	Generally holds at-large elections whereby voters vote for any candidate on the ballot. Cities may also choose to elect the city council "by" or "from" districts, so long as the election system has been established by ordinance and approved by the voters. Cal. Gov't Code § 34871. Mayor may be elected by the city council or by vote of the people. Cal. Gov't Code §§ 34902.	May establish procedures for selecting officers. May hold at-large or district elections. See Cal. Const. art. XI, § 5(b).
<b>City Council Member Qualifications</b>	<p>Minimum qualifications are:</p> <ol style="list-style-type: none"> <li>1. United States citizen</li> <li>2. At least 18 years old</li> <li>3. Registered voter</li> <li>4. Resident of the city at least 15 days prior to the election and throughout his or her term</li> <li>5. If elected by or from a district, be a resident of the geographical area comprising the district from which he or she is elected.</li> </ol> <p>Cal. Elec. Code § 321; Cal. Gov't Code §§ 34882, 36502; 87 Cal. Op. Att'y Gen. 30 (2004).</p>	Can establish own criteria for city office provided it does not violate the U.S. Constitution. Cal. Const. art. XI, § 5(b), 82 Cal. Op. Att'y Gen. 6, 8 (1999).

Characteristic	General Law City	Charter City
<b>Public Funds for Candidate in Municipal Elections</b>	No public officer shall expend and no candidate shall accept public money for the purpose of seeking elected office. Cal. Gov't Code § 85300.	Public financing of election campaigns is lawful. <i>Johnson v. Bradley</i> , 4 Cal. 4th 389 (1992).
<b>Term Limits</b>	May provide for term limits. Cal. Gov't Code § 36502(b).	May provide for term limits. Cal. Const. art. XI, § 5(b); Cal Gov't Code Section 36502 (b).
<b>Vacancies and Termination of Office</b>	An office becomes vacant in several instances including death, resignation, removal for failure to perform official duties, electorate irregularities, absence from meetings without permission, and upon non-residency. Cal. Gov't Code §§ 1770, 36502, 36513.	May establish criteria for vacating and terminating city offices so long as it does not violate the state and federal constitutions. Cal. Const. art. XI, § 5(b).
<b>Council Member Compensation and Expense Reimbursement</b>	Salary-ceiling is set by city population and salary increases set by state law except for compensation established by city electors. See Cal. Gov't Code § 36516. If a city provides any type of compensation or payment of expenses to council members, then all council members are required to have two hours of ethics training. See Cal. Gov't Code §§ 53234 - 53235.	May establish council members' salaries. See Cal. Const. art. XI, § 5(b). If a city provides any type of compensation or payment of expenses to council members, then all council members are required to have two hours of ethics training. See Cal. Gov't Code §§ 53234 - 53235.
<b>Legislative Authority</b>	<p>Ordinances may not be passed within five days of introduction unless they are urgency ordinances. Cal. Gov't Code § 36934.</p> <p>Ordinances may only be passed at a regular meeting, and must be read in full at time of introduction and passage except when, after reading the title, further reading is waived. Cal. Gov't Code § 36934.</p>	May establish procedures for enacting local ordinances. <i>Brougher v. Bd. of Public Works</i> , 205 Cal. 426 (1928).
<b>Resolutions</b>	May establish rules regarding the procedures for adopting, amending or repealing resolutions.	May establish procedures for adopting, amending or repealing resolutions. <i>Brougher v. Bd. of Public Works</i> , 205 Cal. 426 (1928).
<b>Quorum and Voting Requirements</b>	<p>A majority of the city council constitutes a quorum for transaction of business. Cal. Gov't Code § 36810.</p> <p>All ordinances, resolutions, and orders for the payment of money require a recorded majority vote of the total membership of the city council. Cal. Gov't Code § 36936. Specific legislation requires supermajority votes for certain actions.</p>	May establish own procedures and quorum requirements. However, certain legislation requiring supermajority votes is applicable to charter cities. For example, see California Code of Civil Procedure section 1245.240 requiring a vote of two-thirds of all the members of the governing body unless a greater vote is required by charter.

Characteristic	General Law City	Charter City
<p><b>Rules Governing Procedure and Decorum</b></p>	<p>Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a).</p> <p>Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 <i>et seq.</i></p>	<p>Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a).</p> <p>Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 <i>et seq.</i></p> <p>May provide provisions related to ethics, conflicts, campaign financing and incompatibility of office.</p>
<p><b>Personnel Matters</b></p>	<p>May establish standards, requirements and procedures for hiring personnel consistent with Government Code requirements.</p> <p>May have "civil service" system, which includes comprehensive procedures for recruitment, hiring, testing and promotion. See Cal. Gov't Code § 45000 <i>et seq.</i></p> <p>Meyers-Milias-Brown Act applies. Cal. Gov't Code § 3500.</p> <p>Cannot require employees be residents of the city, but can require them to reside within a reasonable and specific distance of their place of employment. Cal. Const. art. XI, § 10(b).</p>	<p>May establish standards, requirements, and procedures, including compensation, terms and conditions of employment for personnel. See Cal. Const. art. XI, § 5(b).</p> <p>Procedures set forth in Meyers-Milias-Brown Act (Cal. Gov't Code § 3500) apply, but note, "[T]here is a clear distinction between the <i>substance</i> of a public employee labor issue and the <i>procedure</i> by which it is resolved. Thus there is no question that 'salaries of local employees of a charter city constitute municipal affairs and are not subject to general laws.'" <i>Voters for Responsible Retirement v. Board of Supervisors</i>, 8 Cal.4th 765, 781 (1994).</p> <p>Cannot require employees be residents of the city, but can require them to reside within a reasonable and specific distance of their place of employment. Cal. Const. art. XI, section 10(b).</p>
<p><b>Contracting Services</b></p>	<p>Authority to enter into contracts to carry out necessary functions, including those expressly granted and those implied by necessity. See Cal. Gov't Code § 37103; <i>Carruth v. City of Madera</i>, 233 Cal. App. 2d 688 (1965).</p>	<p>Full authority to contract consistent with charter.</p> <p>May transfer some of its functions to the county including tax collection, assessment collection and sale of property for non-payment of taxes and assessments. Cal. Gov't Code §§ 51330, 51334, 51335.</p>

Characteristic	General Law City	Charter City
<p><b>Public Contracts</b></p>	<p>Competitive bidding required for public works contracts over \$5,000. Cal. Pub. Cont. Code § 20162. Such contracts must be awarded to the lowest responsible bidder. Pub. Cont. Code § 20162. If city elects subject itself to uniform construction accounting procedures, less formal procedures may be available for contracts less than \$100,000. See Cal. Pub. Cont. Code §§ 22000, 22032.</p> <p>Contracts for professional services such as private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms need not be competitively bid, but must be awarded on basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of services. Cal. Gov't Code § 4526.</p>	<p>Not required to comply with bidding statutes provided the city charter or a city ordinance exempts the city from such statutes, and the subject matter of the bid constitutes a municipal affair. Pub. Cont. Code § 1100.7; see <i>R &amp; A Vending Services, Inc. v. City of Los Angeles</i>, 172 Cal. App. 3d 1188 (1985); <i>Howard Contracting, Inc. v. G.A. MacDonald Constr. Co.</i>, 71 Cal. App. 4th 38 (1998).</p>
<p><b>Payment of Prevailing Wages</b></p>	<p>In general, prevailing wages must be paid on public works projects over \$1,000. Cal. Lab. Code § 1771. Higher thresholds apply (\$15,000 or \$25,000) if the public entity has adopted a special labor compliance program. See Cal. Labor Code § 1771.5(a)-(c).</p>	<p>Historically, charter cities have not been bound by state law prevailing-wage requirements so long as the project is a municipal affair, and not one funded by state or federal grants. <i>Vial v. City of San Diego</i>, 122 Cal. App. 3d 346, 348 (1981). However, there is a growing trend on the part of the courts and the Legislature to expand the applicability of prevailing wages to charter cities under an analysis that argues that the payment of prevailing wages is a matter of statewide concern. The California Supreme Court currently has before them a case that will provide the opportunity to decide whether prevailing wage is a municipal affair or whether it has become a matter of statewide concern.</p>

Characteristic	General Law City	Charter City
<p><b>Finance and Taxing Power</b></p>	<p>May impose the same kinds of taxes and assessment as charter cities. <i>See</i> Cal. Gov't Code § 37100.5.</p> <p>Imposition of taxes and assessments subject to Proposition 218. Cal. Const. art.XIIIC.</p> <p>Examples of common forms used in assessment district financing include:</p> <ul style="list-style-type: none"> <li>• Improvement Act of 1911. Cal. Sts. &amp; High. Code § 22500 <i>et seq.</i>.</li> <li>• Municipal Improvement Act of 1913. <i>See</i> Cal. Sts. &amp; High. Code §§ 10000 <i>et seq.</i>.</li> <li>• Improvement Bond Act of 1915. Cal. Sts. &amp; High. Code §§ 8500 <i>et seq.</i>.</li> <li>• Landscaping and Lighting Act of 1972. Cal. Sts. &amp; High. Code §§ 22500 <i>et seq.</i>.</li> <li>• Benefit Assessment Act of 1982. Cal. Gov't Code §§ 54703 <i>et seq.</i>.</li> </ul> <p>May impose business license taxes for regulatory purposes, revenue purposes, or both. <i>See</i> Cal. Gov't Code § 37101.</p> <p>May not impose real property transfer tax. <i>See</i> Cal. Const. art. XIII A, § 4; Cal. Gov't Code § 53725; <i>but see</i> authority to impose documentary transfer taxes under certain circumstances. Cal. Rev. &amp; Tax. Code § 11911(a), (c).</p>	<p>Have the power to tax.</p> <p>Have broader assessment powers than a general law city, as well as taxation power as determined on a case-by case basis.</p> <p>Imposition of taxes and assessments subject to Proposition 218, Cal. Const. art. XIIIC, § 2, and own charter limitations</p> <p>May proceed under a general assessment law, or enact local assessment laws and then elect to proceed under the local law. <i>See J.W. Jones Companies v. City of San Diego</i>, 157 Cal. App. 3d 745 (1984).</p> <p>May impose business license taxes for any purpose unless limited by state or federal constitutions, or city charter. <i>See</i> Cal. Const. art. XI, § 5.</p> <p>May impose real property transfer tax; does not violate either Cal. Const art. XIII A or California Government Code section 53725. <i>See Cohn v. City of Oakland</i>, 223 Cal. App. 3d 261 (1990); <i>Fielder v. City of Los Angeles</i>, 14 Cal. App. 4th 137 (1993).</p>
<p><b>Streets &amp; Sidewalks</b></p>	<p>State has preempted entire field of traffic control. Cal. Veh. Code § 21.</p>	<p>State has preempted entire field of traffic control. Cal. Veh. Code § 21.</p>
<p><b>Penalties &amp; Cost Recovery</b></p>	<p>May impose fines, penalties and forfeitures, with a fine not exceeding \$1,000. Cal. Gov't Code § 36901.</p>	<p>May enact ordinances providing for various penalties so long as such penalties do not exceed any maximum limits set by the charter. <i>County of Los Angeles v. City of Los Angeles</i>, 219 Cal. App. 2d 838, 844 (1963).</p>

Characteristic	General Law City	Charter City
<b>Public Utilities/Franchises</b>	<p>May establish, purchase, and operate public works to furnish its inhabitants with electric power. <i>See</i> Cal. Const. art. XI, § 9(a); Cal. Gov't Code § 39732; Cal. Pub. Util. Code § 10002.</p> <p>May grant franchises to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city to allow use of city streets for such purposes. The grant of franchises can be done through a bidding process, under the Broughton Act, Cal. Pub. Util. Code §§ 6001-6092, or without a bidding process under the Franchise Act of 1937, Cal. Pub. Util. Code §§ 6201-6302.</p>	<p>May establish, purchase, and operate public works to furnish its inhabitants with electric power. <i>See</i> Cal. Const. art. XI, § 9(a); <i>Cal. Apartment Ass'n v. City of Stockton</i>, 80 Cal. App. 4th 699 (2000).</p> <p>May establish conditions and regulations on the granting of franchises to use city streets to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city.</p> <p>Franchise Act of 1937 is not applicable if charter provides. Cal. Pub. Util. Code § 6205.</p>
<b>Zoning</b>	<p>Zoning ordinances must be consistent with general plan. Cal. Gov't Code § 65860.</p>	<p>Zoning ordinances are not required to be consistent with general plan unless the city has adopted a consistency requirement by charter or ordinance. Cal. Gov't. Code § 65803.</p>

A QUICK SUMMARY  
FOR THE PRESS  
AND RESEARCHERS

## **Charter Cities: A Quick Summary for the Press and Researchers**

*The following summary was drafted by the League of California Cities' legal staff, in an attempt to give the press and research communities a primer on some frequently asked questions regarding charter cities.*

### **Charter Cities vs. General Law Cities – The Basics**

The California Constitution gives cities the power to become charter cities.<sup>1</sup> The benefit of becoming a charter city is that charter cities have supreme authority over “municipal affairs.”<sup>2</sup> In other words, a charter city’s law concerning a municipal affair will trump a state law governing the same topic.<sup>3</sup>

Cities that have not adopted a charter are general law cities. General law cities are bound by the state’s general law, even with respect to municipal affairs. Of California’s 478 cities, 108 of them are charter cities.

The charter city provision of the State Constitution, commonly referred to as the “home-rule” provision, is based on the principle that a city, rather than the state, is in the best position to know what it needs and how to satisfy those needs.<sup>4</sup> The home-rule provision allows charter cities to conduct their own business and control their own affairs.<sup>5</sup> A charter maximizes local control.

A city charter, in effect a city’s constitution, need not set out every municipal affair the city would like to govern. So long as the charter contains a declaration that the city intends to avail itself of the full power provided by the California Constitution, any city ordinance that regulates a municipal affair will govern over a general law of the state.<sup>6</sup>

### **Defining ‘Municipal Affairs’**

Determining what is and is not a “municipal affair” is not always straightforward. The California Constitution does not define “municipal affair.” It does, however, set out a nonexclusive list of four “core” categories that are, by definition, municipal affairs.<sup>7</sup>

These categories are 1) regulation of the “city police force”; 2) “subgovernment in all or part of a city”; 3) “conduct of city elections”; and 4) “the manner in which . . . municipal officers [are] elected.”<sup>8</sup> Beyond this list, it is up to the courts to determine what is and is not a municipal affair.

To determine if a matter is a municipal affair, a court will ask whether there are good reasons, grounded on statewide interests, for the state law to preempt a local law.<sup>9</sup> In other words, courts

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<sup>1</sup> Cal. Const. art. XI, § 3(a).

<sup>2</sup> Cal. Const. art. XI, § 5(a).

<sup>3</sup> *Johnson v. Bradley*, 4 Cal. 4th 389, 399 (1992).

<sup>4</sup> *Fragley v. Phelan*, 126 Cal. 383, 387 (1899).

<sup>5</sup> *Id.*

<sup>6</sup> There are some exceptions to this rule. For example, a charter city is bound by the Public Contract Code unless the city’s charter expressly exempts the city from the Code’s provisions or a city ordinance conflicts with a provision in the Code. See Cal. Pub. Cont. Code § 1100.7.

<sup>7</sup> Cal. Const. art. XI, § 5(b); *Johnson*, 4 Cal. 4th at 398.

<sup>8</sup> Cal. Const. art. XI, § 5(b).

<sup>9</sup> *Johnson*, 4 Cal. 4th at 405.



will ask whether there is a need for “paramount state control” in the particular area of law.<sup>10</sup> The Legislature’s intent when enacting a specific law is not determinative.<sup>11</sup>

The concept of “municipal affairs” is fluid and may change over time.<sup>12</sup> Issues that are municipal affairs today could become areas of statewide concern in the future.<sup>13</sup> Nonetheless, there are some areas that courts have consistently classified as municipal affairs. These include:

- Municipal election matters<sup>14</sup>
- Land use and zoning decisions (with some exceptions)<sup>15</sup>
- How a city spends its tax dollars<sup>16</sup>
- Municipal contracts, provided the charter or a city ordinance exempts the city from the Public Contract Code, and the subject matter of the bid constitutes a municipal affair.<sup>17</sup> Thus, a charter may exempt a city from the State’s competitive bidding statutes.

Likewise, there are some areas that courts have consistently classified as areas of statewide concern, including:

- Traffic and vehicle regulation<sup>18</sup>
- Tort claims against a governmental entity<sup>19</sup>
- Regulation of school systems<sup>20</sup>

### How to Become a Charter City

To become a charter city, a city must adopt a charter. There are two ways to adopt a charter:

- The city’s voters elect a charter commission.<sup>21</sup> The commission has the responsibility of drafting and debating the charter.
- The governing board of the city, on its own motion, drafts the charter.<sup>22</sup>

In either case, the charter is not adopted by the city until it is ratified by a majority vote of the city’s voters.<sup>23</sup>

For more information about charter cities, please visit the “Charter Cities” section of the League’s Web site at <http://www.cacities.org/chartercities>.

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<sup>10</sup> *Id.* at 400.

<sup>11</sup> *Id.* at 405.

<sup>12</sup> *Cal. Fed. Savings & Loan Ass’n v. City of Los Angeles*, 54 Cal. 3d 1, 16 (1991); *Isaac v. City of Los Angeles*, 66 Cal. App. 4th 586, 599 (1998).

<sup>13</sup> *Isaac*, 66 Cal. App. 4th at 599.

<sup>14</sup> *Mackey v. Thiel*, 262 Cal. App. 2d 362, 365 (1968).

<sup>15</sup> *See Brougher v. Bd. of Pub. Works*, 205 Cal. 426, 440 (1928).

<sup>16</sup> *Johnson*, 4 Cal. 4th at 407.

<sup>17</sup> Pub. Cont. Code § 1100.7; *R & A Vending Services, Inc. v. City of Los Angeles*, 172 Cal. App. 3d 1188, 1191 (1985); *Howard Contracting, Inc. v. G.A. MacDonald Constr. Co.*, 71 Cal. App. 4th 38, 51 (1998).

<sup>18</sup> Cal. Veh. Code § 21.

<sup>19</sup> *Helbach v. City of Long Beach*, 50 Cal. App. 2d 242, 247 (1942).

<sup>20</sup> *Whisman v. San Francisco Unified Sch. Dist.*, 86 Cal. App. 3d 782, 789 (1978).

<sup>21</sup> Cal. Gov’t Code § 34451.

<sup>22</sup> Cal. Gov’t Code § 34458.

<sup>23</sup> Cal. Gov’t Code §§ 34457, 34462.

# CHARTER CITIES

## Charter Cities

Adelanto	Lemoore
Alameda	Lindsay
Albany	Loma Linda
Alhambra	Long Beach
Anaheim	Los Alamitos
Arcadia	Los Angeles
Bakersfield	Marina
Bell	Marysville
Berkeley	Merced
Big Bear Lake	Modesto
Buena Park	Monterey
Burbank	Mountain View
Carlsbad	Napa
Cerritos	Needles
Chico	Newport Beach
Chula Vista	Norco
Compton	Oakland
Culver City	Oceanside
Cypress	Oroville
Del Mar	Pacific Grove
Desert Hot Springs	Palm Desert
Dinuba	Palm Springs
Downey	Palmdale
El Cajon	Palo Alto
El Centro	Pasadena
Eureka	Petaluma
Exeter	Piedmont
Folsom	Placentia
Fortuna	Pomona
Fresno	Port Hueneme
Gilroy	Porterville
Glendale	Rancho Mirage
Grass Valley	Redondo Beach
Hayward	Redwood City
Huntington Beach	Richmond
Indian Wells	Riverside
Industry	Roseville
Inglewood	Sacramento
Irvine	Salinas
Irwindale	San Bernardino
King City	San Diego
Kingsburg	San Francisco
Lancaster	San Jose
La Quinta	San Leandro

San Luis Obispo  
San Marcos  
San Mateo  
San Rafael  
San Ramon  
Sand City  
Santa Ana  
Santa Barbara  
Santa Clara  
Santa Cruz  
Santa Maria  
Santa Monica  
Santa Rosa  
Santee  
Seal Beach  
Shafter  
Signal Hill

Solvang  
Stockton  
Sunnyvale  
Temple City  
Torrance  
Truckee  
Tulare  
Vallejo  
Ventura  
Vernon  
Victorville  
Visalia  
Vista  
Watsonville  
Whittier  
Woodlake

Total Cities: 121

FOUNDATION ASPECTS

OF

CHARTER CITIES

## Foundational Aspects of Charter Cities

### What is the Constitutional Framework for Charter Cities?

Article XI, section 3(a) of the California Constitution authorizes the adoption of a city charter and provides such a charter has the force and effect of state law. Article XI, section 5(a), the "home rule" provision, affirmatively grants to charter cities supremacy over "municipal affairs." However, the California Constitution does not define the term "municipal affair."

### What are "Municipal Affairs?"

The home rule provision of the California Constitution authorizes a charter city to exercise plenary authority over municipal affairs, free from any constraint imposed by the general law and subject only to constitutional limitations. See Cal. Const. art. XI § 5(a); *Ex Parte Braun*, 141 Cal. 204, 209 (1903); *Bishop v. City of San Jose*, 1 Cal. 3d 56, 61 (1969); *Comm. of Seven Thousand v. Super. Ct. (City of Irvine)*, 45 Cal.3d 491 (1988).

### How Do the Courts Distinguish Between Municipal and Statewide Concerns?

Whether a given activity is a municipal affair over which a city has sovereignty, or a statewide concern, over which the legislature has authority, is a legal determination for the courts to resolve. Thus, the determination of whether a given activity is a municipal affair or statewide concern is done on a case-by-case basis. The court's determination will depend on the particular facts and circumstances of each case. See *In Re Hubbard*, 62 Cal. 2d 119, 128 (1964). Keep in mind that the concept of "municipal affairs" is a fluid one that changes over time as local issues become statewide concerns. See *Issac v. City of Los Angeles*, 66 Cal. App. 4th 586 (1998).

### What Activities Have the Courts Classified As Municipal Affairs?

There are some areas that the courts have consistently classified as municipal affairs. Examples include the following:

- Municipal Election Matters. See *Mackey v. Thiel*, 262 Cal. App. 2d 362 (1968).
- Procedures for Initiative, Referendum and Recall. See *Lawing v. Faul*, 227 Cal. App. 2d 23, 29 (1964).
- Procedures for Adopting Ordinances. See *Brougher v. Board of Public Works*, 205 Cal. 426 (1928).
- Compensation of City Officers and Employees. Cal. Const. art. XI, § 5(b); See *Sonoma County Organization of Public Employees v. County of Sonoma*, 23 Cal. 3d 296 (1979); but see *San Leandro Police Officers Association v. City of San Leandro*, 55 Cal. App. 3d 553 (1976) (labor relations is not a municipal affair; Charter cities are subject to the Meyers-Milias Brown Act. Cal. Gov't Code § 3500).
- Processes Associated with City Contracts. See *First Street Plaza Partners v. City of Los Angeles*, 65 Cal. App. 4th 650 (1998); but see *Domar Electric, Inc. v. City*

of Los Angeles, 41 Cal. App. 4th 810 (1995) (state law establishing employment policy may preempt local regulation of bidding criteria).

- Financing Public Improvements. See *City of Santa Monica v. Grubb*, 245 Cal. App. 2d 718 (1996).
- Making Charitable Gifts of Public Funds for Public Purposes. See Cal. Const. art. XVI, § 6; *Tevis v. City and County of San Francisco*, 43 Cal. 2d 190 (1954).
- Term Limits for Council Members. See *Cawdrey v. City of Redondo Beach*, 15 Cal. App. 4th 1212 (1993); but see Cal. Gov't Code § 36502(b) (regulating term limits).
- Land Use and Zoning Decisions (with a few exceptions). See *Brougher v. Bd. of Pub. Works*, 205 Cal. 426 (1928).

### **What Activities Have the Courts Classified as Statewide Concerns?**

The following have consistently been classified by the courts as matters of statewide concern:

- School Systems. *Whisman v. San Francisco Unified Sch. Dist.*, 86 Cal. App. 3d 782, 789 (1978).
- Traffic and Vehicle Regulation. Cal. Veh. Code § 21.
- Licensing of Members of a Trade or Profession. *City and County of San Francisco v. Boss*, 83 Cal. App. 2d 445 (1948).
- Tort Claims Against a Governmental Entity. *Helbach v. City of Long Beach*, 50 Cal. App. 2d 242, 247 (1942).
- Open and Public Meetings. Ralph M. Brown Act. Cal. Gov't Code §§ 54951, 54953(a).
- Exercise of the Power of Eminent Domain. *Wilson v Beville*, 47 Cal. 2d 852, 856 (1957).

### **What is a Charter?**

A city charter is a unique document that, in many ways, acts like a constitution for the city adopting it. It can only be adopted, amended or repealed by a majority vote of a city's voters. The primary advantage of a charter is that it allows greater authority for a city's governance than that provided by state law. For example, a city may tailor its organization and elective offices, taking into account the unique local conditions and needs of the community.

A charter transfers the power to adopt legislation affecting municipal affairs from the state legislature to the city adopting it. A city operating under a charter can acquire full control over its municipal affairs. These affairs are unaffected by the general laws

passed by the state legislature on the same subject matters. This, in effect, gives the local voters more control over their local government and the affairs of the city. However, a city operating under a charter is still subject to the general laws, as passed by the state legislature, on affairs that are not municipal in nature, and are of statewide concern (e.g., California Vehicle Code).

It is the scope of the term "municipal affairs" that provides the opportunity for uncertainty. No easy analytical test exists. The threshold issue is whether there is a conflict between state law and a charter city enactment. The next issue is whether the state regulation addressed an issue of "state wide concern." Courts analyze these conflicts on a case-by-case basis.

### **What is in a Charter?**

While a city charter is not required to have any particular provisions in it, a city will often reserve for itself the greatest amount of power it can when it adopts a charter. To accomplish this goal, the charter must include a declaration that it is the intention of the city to avail itself of the full power provided by the state constitution to charter cities. However, the city is not required to extend the breadth of its charter any further than it wishes.

Some of the common areas that are explicitly regulated in a charter are:

- The date and conduct of city elections;
- Regulations on the appointment of municipal officials;
- The terms and payment of municipal officials;
- The process for removal of municipal officials;
- Form of government;
- Budget adoption;
- The number, pay, qualifications, and appointment of deputies, clerks, and other employees that each municipal officer will have;
- Sub-government in all or part of the city;
- The tenure of office for deputies, clerks, and other employees;
- The process for removal of such deputies, clerks, and other employees; and
- The constitution, regulation, and government of the local police force.

A number of California cities' charters are available [online](#). The National Civic League also has a [model charter project](#).

### **Process Used to Adopt a Charter**



There are two ways to draft and adopt a city charter. The first is to elect a charter commission. The commission then has the responsibility of debating over the provisions and the drafting of the charter. The other alternative allows the governing board of the city, on its own motion, to draft the charter. In either case, the charter is not adopted by the city until it is ratified by a majority vote of the city's voters.

When using the charter commission approach, the first step is to elect the commission. The vote to elect a charter commission is called for by either a majority vote of the city's governing body or by a petition signed by not less than fifteen percent of the registered voters within the city. If the formation of a charter commission is requested by a petition, the authority in charge of the city's registration records must verify the signatures on the petition. The expense of this verification must be paid for by the city's governing board. If the petition is verified, the city's governing board must call for an election in accordance with sections 1000 and 10403 of the California Elections Code. See Cal. Gov't Code section 34452.

Once it has been decided that a charter commission election will take place, candidates for commissioners must be nominated. Candidates for the office of charter commissioner are nominated either in the same manner as officers of the city or by petition. A candidate for charter commissioner must be a registered voter of the city. After the election of commissioners, any vacancy on the commission will be filled by a mayoral appointment. See Cal. Gov't Code section 34452.

At an election for charter commission members, the voters will vote first on the following question: "Shall a charter commission be elected to propose a new charter?" After voting on this question, the voters will then vote for the charter commission candidates. If a majority of the voters vote for the formation of a charter commission, then the top fifteen candidates for the office of charter commissioner will be organized as the city's charter commission. No commission will be formed if a majority of voters vote against the election of a charter commission. See Cal. Gov't Code section 34453.

Once formed, the charter commission will have the responsibility of developing the city's charter. After a simple majority of commissioners have decided that the proposed charter is appropriate, they file the charter with the city's clerk in preparation for a vote by the city's electorate. See Cal. Gov't Code section 34455. However, instead of sending the whole charter at once, periodically the commission may send portions of the charter to the city's electorate for a vote. See Cal. Gov't Code section 34462.

After the charter (or portions of it) has been filed, it must be copied in type greater than 10 point and either mailed to all the voters of the city or made available to those citizens who wish to review it before the election. The city may show the difference between existing provisions of law and the new charter through the use of distinguished type styles, but this is not required. See Cal. Gov't Code section 34456.

After the charter has been filed with the city clerk, the city's governing board must decide whether to call a special election or to wait until the next established municipal election to submit the charter to the voters. If the city's governing board determines that a special election should be held, then they must call for that special election within 14 days of the charter being filed. The special election must be set at least 95 days after the date from which the special election was called. See Cal. Gov't Code section 34457. In any case, the charter commission must send the charter to the voters within two years of the vote

that formed the commission. Upon the expiration of the two-year time period, the commission is abolished. See Cal. Gov't Code section 34462.

The alternative to electing a charter commission is to have the city's governing board develop and draft the charter. An election to decide on the adoption of a charter may be called by initiative or the city council. See Cal. Const. art. XI, § 3. On its own motion, the city's governing board may propose a charter and submit it to the voters for adoption. See Cal. Gov't Code section 34458. With this option, the governing board can call a special election or allow the charter to be voted on at any established election date, as long as that election date is at least 88 days after the proposed charter was filed with the city clerk. See Cal. Gov't Code section 34458. As a practical matter, an election may have to be called sooner than 88 days before the election in order to meet certain notice and ballot printing deadlines.

In either case, the majority of voters must vote in favor of the proposed charter for it to be ratified. The charter will not go into effect until it has been filed and accepted by the Secretary of State. See Cal. Gov't Code section 34459. After a charter is approved by a majority vote of the voters, the mayor and city clerk shall certify that the charter was submitted to the voters of the city and that it was approved by a majority vote. See Cal. Gov't Code section 34460. One copy of the approved charter shall be filed with the County Recorder's office and one shall be kept in the City's archive. See Cal. Gov't Code section 34460. A third copy of the charter must be submitted to the Secretary of State with (1) copies of all publications and notices in connection with the calling of the election; (2) certified copies of any arguments for or against the charter proposal which were mailed to the voters; (3) a certified abstract of the vote at the election on the charter. See Cal. Gov't Code section 34460.

### **How to Amend/Repeal a Charter**

If a citizens group, or the city's governing body, wishes to amend or repeal a portion of the city's charter, the steps remain largely the same as they are for drafting a charter. There are, however, two notable exceptions. First, the petition calling for the repeal or amendment needs only ten percent of the electorate's signatures, instead of the previous fifteen percent. See Cal. Elec. Code sections 9215 and 9255. The other notable difference has to do with the charter itself. A city charter may establish different rules for the municipal elections process than those laid out by the state legislature in the Elections Code. If this is the case, the city's charter will govern the elections process used to appeal or amend the city's charter, instead of the general laws laid out in the Elections Code.

**CITY OF HAYWARD  
CHARTER**



IN EFFECT MARCH 7, 1956

STATUTES 1956, CHAPTER 2

*As Amended*

1992

1994

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*We, the people of the City of Hayward, in order to promote a more effective and democratic government, and promote responsibility, economy and dispatch in administration so that this community may unite in harmonious effort to enjoy the full measure of prosperity and civic development to which it is justly entitled, do ordain and establish this Charter as the organic law of the City of Hayward under the Constitution of the State of California.*

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## **ARTICLE I. INCORPORATION AND SUCCESSION**

### **SECTION 100. NAME OF CITY**

The City of Hayward shall continue to be a municipal corporation under its present name of "City of Hayward" and shall be possessed of all the property and interest of which it was possessed at the time this Charter takes effect.

### **SECTION 101. RIGHTS AND LIABILITIES**

The City of Hayward shall remain vested with and continue to have, hold and enjoy, all property, rights and privileges now possessed, enjoyed, owned or held by it, and shall be subject to all the duties and obligations now pertaining to or incumbent on said City, not inconsistent with the provisions of this Charter.

### **SECTION 102. BOUNDARIES**

The boundaries of the City shall be the boundaries as established at the time this Charter takes effect until otherwise changed in the manner provided by law.

### **SECTION 103. ORDINANCES**

All ordinances, resolutions, rules and regulations of the City, consistent with this Charter and in force when it takes effect, are hereby continued in force until the same shall have been duly repealed or amended.

### **SECTION 104. CONTINUANCE OF PRESENT OFFICERS AND EMPLOYEES**

Present officers and employees shall continue to perform the duties of their respective offices and employments without interruption and for the same compensations and under the same conditions, until the election or appointment and qualification of their successors, but subject to the provisions of this Charter. The terms of office of elective officers whose offices are hereby made appointive shall expire upon the appointment of their successors.

### **SECTION 105. EFFECTIVE DATE OF CHARTER**

This Charter shall take effect from the time of its approval by the Legislature of the State of California.

## **ARTICLE II. POWERS OF THE CITY**

### **SECTION 200. GENERAL POWERS**

The City shall have the power to make and enforce all laws and regulations in respect to municipal affairs, subject only to such restrictions and limitations as may be provided in this Charter and in the Constitution of the State of California. It shall also have the power to exercise any and all rights, powers and privileges heretofore or hereafter established, granted or prescribed by any law of the State, by this Charter, or by other lawful authority, or which a municipal corporation might or could exercise under the Constitution and laws of the State of California.

The enumeration in this Charter of any particular power shall not be held to be exclusive of, or any limitation upon, this general grant of power.

The City shall have the power and may act pursuant to any procedure established by any law of the State, unless a different procedure is established by this Charter or by ordinance.

### **SECTION 201. CONTRACT FOR MUNICIPAL SERVICES**

The City shall have the power to contract with any competent public or private body or agency for the performance of any municipal function.

**ARTICLE III. FORM OF GOVERNMENT**

**SECTION 300. COUNCIL-MANAGER FORM.**

The municipal government established by this Charter shall be known as the "Council-Manager" form of government.

## **ARTICLE IV. ELECTIONS.**

### **SECTION 400. GENERAL MUNICIPAL ELECTIONS**

General municipal elections for the election of officers and for such other purposes as the Council may prescribe, shall be consolidated with the California State Primary Election held in even numbered years. (AMENDED: STATS. 1994 CH. 22)

### **SECTION 401. SPECIAL MUNICIPAL ELECTIONS**

All other municipal elections that may be held by authority of this Charter, or of general law, or by ordinance, shall be known as special municipal elections.

### **SECTION 402. PROCEDURE FOR HOLDING ELECTIONS**

Unless otherwise provided by ordinances hereafter enacted, all elections shall be held in accordance with the provisions of the Elections Code of the State of California, as the same now exist or may hereafter be amended, for the holding of elections in cities of the sixth class, insofar as the same are not in conflict with this Charter.

### **SECTION 403. INITIATIVE, REFERENDUM AND RECALL**

Except insofar as is otherwise provided by ordinances hereafter enacted, the provisions of the Elections Code of the State of California, as the same now exist or may hereafter be amended, governing the initiative, the referendum and the recall of municipal officers shall apply to the use thereof in the City insofar as the same are not in conflict with this Charter.

## ARTICLE V. THE ELECTIVE OFFICERS

### SECTION 500. ENUMERATION. (Elective Officers)

The elective officers of the City of Hayward shall consist of a Council of seven members, to be composed of six Councilmen and a Mayor, all to be elected by the qualified voters of the City at large.

The first Mayor hereunder shall be elected at the General Municipal Election next following the effective date of this section.

(AMENDED: STATS. 1964 CH. 41)

### SECTION 501. VACANCY IN ELECTIVE OFFICE

An elective office becomes vacant when the incumbent thereof dies, resigns, is removed from office under recall proceedings, is adjudged insane, convicted of a felony, or of an offense involving a violation of his official duties, or ceases to be a resident of the City, or neglects to qualify within ten days following election or appointment, or shall have been absent from the State without leave for more than sixty consecutive days, or fails to attend the meetings of the body of which he is a member for a like period without being excused therefrom by said body.

A vacancy in an elective office shall be filled by appointment by the City Council, such appointee to hold office until the first Tuesday following the next General Municipal Election and until his successor is elected and qualified. At the next General Municipal Election following any such appointment, the person so elected shall serve for the remainder of any unexpired term.

No appointment to fill a vacancy in an elective office shall be made during such time prior to a General Municipal Election that nomination papers may be filed for candidates seeking office at said election.

In the event that Council shall fail to fill a vacancy by appointment within thirty days after such office shall have become vacant, it shall forthwith cause an election to be held to fill such vacancy. (AMENDED: STATS. 1964 CH. 41)

## ARTICLE VI. THE COUNCIL.

### **SECTION 600. ELECTIVE OFFICERS (Term of Office)**

Except as otherwise provided herein and in Section 501 of this Charter, Elective Officers shall hold office for a term of four years from and after the first Tuesday following their election and shall continue in office until their respective successors qualify.

The City Council shall adopt an ordinance providing for a modification of the terms of Council Members to assure the smooth transition of office. Terms of either incumbents or incoming members may be lengthened or shortened.

Ties among candidates for any office shall be settled by the drawing of lots. (AMENDED: STATS. 1964 CH. 41; 1994 CH. 22)

### **SECTION 600(a). COUNCIL COMMITTEES**

The Council may organize among its members such standing committees as it may determine, each of which shall act as a fact-finding committee for the purpose of considering all available information on proposed legislation or matters of policy referred to such committee by council and making recommendations thereon to the council as a whole.

### **SECTION 601. ELIGIBILITY**

No person shall be eligible to be nominated for or hold office as a member of the Council unless he is and shall have been for at least one year next preceding his election or appointment, a resident and qualified elector of the City or of territory annexed thereto.

### **SECTION 602. COUNCILMAN TO HOLD NO OTHER OFFICE**

No member of the Council shall hold any other city office or city employment, the compensation of which is paid out of municipal funds, nor be elected or appointed to any office created or the compensation of which is increased by the Council, while he is a member thereof, until one year after the expiration of the term for which he was elected.

### **SECTION 603. COMPENSATION (Members of Council)**

Any compensation to be paid members of the Council shall be established by ordinance, and shall apply to all incumbent members of the Council. The Council may likewise change such compensation; however, such change shall not be effective until one or more members of Council becomes eligible for such change in compensation by virtue of beginning a new term of office.

In addition, each member of the Council shall receive reimbursement on order of the Council for Council authorized traveling and other expenses when on official duty. (AMENDED: STATS. 1964 CH. 41)

**SECTION 604. MAYOR (Powers and Duties)**

Until the General Municipal Election next following the effective date of this section, the Council's presiding officer shall be selected and hold office as provided theretofore. Thereafter, the elected Mayor shall be recognized as the official head of the City for all ceremonial purposes, and by the Courts for the purpose of serving civil processes. The Mayor shall be the presiding officer of the Council, shall preside at the meetings of the Council and shall sign the official documents of the Council. He shall be included as a member of the Council at all meetings of the Council for the purpose of determining the presence of a quorum. He shall be entitled to a vote on all matters coming before the Council, but shall possess no veto power. He may use the title of Mayor in all cases, but the same shall not be construed as conferring upon him administrative or judicial functions or other powers or functions of a Mayor under the general laws of the State. (AMENDED: STATS. 1964 CH. 41)

**SECTION 605. MAYOR PRO TEMPORE**

Until the General Municipal Election next following the effective date of this section, the Council's Mayor Pro Tempore shall be selected and hold office as provided theretofore. Thereafter, the Council shall meet on the first Tuesday following each General Municipal Election and shall elect one of its members as Mayor Pro Tempore. The Mayor Pro Tempore shall serve at the pleasure of the Council, and shall be elected and removed by the affirmative votes of at least five (5) members of Council.

The Mayor Pro Tempore shall perform the duties of the Mayor during his absence or disability. (AMENDED: STATS. 1964 CH. 41)

**SECTION 606. POWERS OF THE COUNCIL**

All powers of the City shall be vested in the Council, subject to the provisions of this Charter and to the Constitution of the State of California. The Council may establish the method by which any of such powers may be exercised.

**SECTION 607. MEETINGS OF COUNCIL**

The Council shall, by ordinance or resolution, provide for the time and place of holding its meetings and the manner in which its special meetings may be called. All meetings of the Council, whether regular or special, shall be open to the public.

**SECTION 608. QUORUM**

A majority of the members of the Council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of pending business.

**SECTION 609. CITIZEN PARTICIPATION**

No citizen shall be denied the right personally, or through counsel, to present grievances or offer suggestions for the betterment of municipal affairs, at any regular meeting of the Council, nor to speak on the subject at any special meeting.

**SECTION 610. ADMINISTERING OATHS. SUBPOENAS**

Each member of the Council shall have the power to administer oaths and affirmations in any investigation or proceeding pending before the Council. The Council shall have the power and authority to compel the attendance of witnesses, to examine them under oath and to compel the production of evidence before it. Subpoenas may be issued in the name of the City and be attested by the City Clerk. Disobedience of such subpoena or the refusal to testify (upon other than constitutional grounds), shall be deemed contempt and shall be punishable as provided by the general laws of the State.

**SECTION 611. RULES OF PROCEEDING**

The Council shall determine its own rules of procedure, may punish its members for disorderly conduct and compel their attendance at Council meetings.

**SECTION 612. METHOD OF ACTION. ORDINANCES AND RESOLUTIONS**

Legislative action shall be taken by the Council only by means of an ordinance or resolution.

**SECTION 613. AYES AND NOES**

The Council shall pass ordinances and resolutions only by taking the ayes and noes by an open vote, which shall be entered in the Minutes of the meeting. The ayes and noes shall be taken and recorded on all motions. (AMENDED: STATS. 1964 CH. 41)

**SECTION 614. MAJORITY VOTE OF COUNCIL**

No ordinance or resolution shall be passed or become effective without receiving the affirmative votes of at least four members of the Council.

**SECTION 615. SUBJECT OF TITLE**

Every ordinance or resolution shall be preceded by a brief title which shall indicate the subject and purport thereof.

**SECTION 616. ENACTING CLAUSE OF ORDINANCES.**

The enacting clause of all ordinances adopted by the Council shall be substantially as follows: "The Council of the City of Hayward does ordain as follows":

**SECTION 617. REQUIREMENTS OF ORDINANCES, EMERGENCY ORDINANCES**

Except as hereafter provided, no ordinance shall be adopted by the Council on the day of its introduction, nor within one week thereafter, nor at any time other than at a duly assembled meeting. If an ordinance is altered after its introduction (except for the correction of typographical or clerical errors), it shall be adopted at a meeting held at least one week after the date of such alteration.



At the time of introduction or adoption of an ordinance, the title thereto need only be read, unless reading of the ordinance in full is requested by any member of Council.

### **EMERGENCY ORDINANCES**

Any ordinance declared by the Council to be necessary as an emergency measure for preserving the public peace, health or safety and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting if passed by at least five (5) affirmative votes.

### **PUBLICATION REQUIREMENTS**

Before final adoption of an ordinance, a notice indicating its title; a subject matter index; the date of its introduction; and the date, time, and place it will be considered for final adoption; and that copies of the full text thereof are available for examination by the public in the office of the City Clerk, shall be published once in a newspaper of general circulation within the City at least three days before the final adoption meeting date.

A similar notice indicating the adoption of an emergency ordinance and the vote thereon shall be published once within one week after its adoption. (AMENDED: STATS. 1982 CH. 38)

### **SECTION 618. RECONSIDERATION**

When any ordinance is put upon its final passage and fails to pass, and a motion is made to reconsider, the vote upon such motion shall not be taken except at a meeting of the Council, held not less than one week after the meeting at which such motion was made.

### **SECTION 619. SIGNING AND ATTESTING**

All ordinances shall be signed by the Presiding Officer and attested by the City Clerk.

### **SECTION 620. ORDINANCES (Effective Date)**

No ordinance shall become effective until thirty days from and after the date of its adoption, except the following which shall take effect upon adoption:

- (a) An ordinance calling or otherwise relating to an election;
- (b) An improvement proceeding ordinance adopted under State law or a procedural ordinance.
- (c) An ordinance declaring the amount of money necessary to be raised by taxation, or fixing the rate of taxation, or levying the annual tax upon property;

- (d) An emergency ordinance adopted in the manner provided for in this Charter;
- (e) An ordinance annexing areas to the City;
- (f) An ordinance relating to the zoning or rezoning of the City or portions thereof. (AMENDED: STATS. 1964 CH. 41)

**SECTION 621. RECORD OF CITY ORDINANCES**

A true and correct copy of all ordinances shall be kept and certified to by the City Clerk in a book marked "City Ordinances." Such record copy, with such certificate, or the original ordinance, shall be prima facie evidence of the contents of the ordinance and of the due passage and publication of the same, and shall be admissible as such in any court or proceeding. Such records shall not be filed in any case, but shall be returned to the custody of the City Clerk. Nothing herein contained shall be construed to prevent the proof of the passage and publication of an ordinance in the usual way.

**SECTION 622. CODIFICATION OF ORDINANCES**

Any or all ordinances of the City which have been enacted in the manner required at the time of their adoption, and which have not been repealed, may be compiled, consolidated, revised, indexed and arranged as a comprehensive ordinance code, and such code may be adopted by reference, with the same effect as an ordinance, by the passage of an ordinance for such purpose. Such code need not be published in the manner required for other ordinances, but not less than three copies thereof shall be filed for use and examination by the public in the office of the City Clerk prior to the adoption thereof. Ordinances codified shall be repealed as of the effective date of the code. Subsequent amendments to the code shall be enacted in the same manner as herein required for the amendment of ordinances generally.

**SECTION 623. ORDINANCE VIOLATION. PENALTY**

A violation of any ordinance of the City shall constitute a misdemeanor unless by the terms of such ordinance its violation shall constitute an infraction. A violation of any ordinance of the City may be prosecuted in the name of the People of the State of California or may be redressed by civil action. (AMENDED: STATS. 1982 CH. 38)

## ARTICLE VII. CITY MANAGER.

### SECTION 700. CITY MANAGER

There shall be a City Manager who shall be the chief administrative officer of the City. He shall be appointed for an indefinite term by the Council and shall serve at the pleasure of the Council. He shall be chosen on the basis of his executive and administrative qualifications, with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of his office as hereinafter set forth. He need not be a resident of the City or State at the time of his appointment, but during his tenure of office, he shall reside within the City, unless the Council authorizes him to reside outside the City.

No Councilman shall be eligible for appointment to the office of City Manager during the term for which he shall have been elected or appointed nor within two years thereafter.

### SECTION 701. POWERS AND DUTIES

The City Manager shall be head of the administrative branch of the City government. He shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, the City Manager shall have power and be required to:

1. Appoint, discipline and remove, subject to the personnel provisions of this Charter, except as otherwise provided by this Charter, all officers and employees of the City under this jurisdiction. He may authorize the head of any department or office to appoint, discipline or remove subordinates in such department or office.
2. Prepare the budget annually and submit it to the Council and be responsible for its administration after its adoption.
3. Prepare and submit to the Council as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.
4. Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable.
5. Establish a centralized purchasing system for all City office, departments and agencies.
6. Prepare rules and regulations governing the contracting for, purchasing, inspection, storing, inventory, distribution or disposal of all supplies, materials and equipment required by any office, department or agency of the City government and recommend them to the Council for adoption by it.

7. Enforce the laws of the State pertaining to the City, the provisions of this Charter and the ordinances, franchises and rights of the City.
8. To make and execute contracts on behalf of the City for commodities or services included in the annual budget, or otherwise authorized by Council action.
9. Perform such other duties as may be prescribed by this Charter or required of him by the Council not inconsistent with the Charter.

**SECTION 702. PARTICIPATION IN COUNCIL ACTION**

The City Manager shall be accorded a seat at the Council table and at all meetings of boards and commissions and shall be entitled to participate in their deliberations, but shall not have a vote. He shall receive notice of all special meetings of the Council, boards and commissions.

**SECTION 703. RULES AND REGULATIONS**

The City Manager may prescribe such general rules and regulations as he may deem necessary or expedient for the general conduct of the administrative offices and department of the City under his jurisdiction.

**SECTION 704. MANAGER PRO TEMPORE**

The City Manager shall appoint, subject to the approval of the Council, a qualified administrative officer or employee to serve as Manager Pro Tempore during the absence or disability of the City Manager. If the Manager fails to make such designation, the Council may designate an officer of the City to serve as Manager Pro Tempore during the absence or disability of the City Manager.

**SECTION 705. NON-INTERFERENCE WITH ADMINISTRATIVE SERVICE**

Neither the Council nor any of its members shall interfere with the execution by the City Manager of his powers and duties, or order, directly or indirectly, the appointment by the City Manager, or by any of the department heads in the administrative service of the City, of any person to any office or employment, or his removal therefrom. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. The City Manager shall take his orders and instructions from the City Council only when it is sitting in a lawfully held meeting.

## **ARTICLE VIII. OFFICERS AND EMPLOYEES**

### **SECTION 800. ENUMERATION.**

The officers of the City of Hayward shall consist of the Council, a City Manager, a City Attorney, a City Clerk, a Director of Finance, a Director of Public Works, a City Engineer, a Planning Director, a Chief of Police, a Chief of the Fire Department and such other subordinate officers, assistants, deputies and employees as the Council may deem necessary to provide by ordinance or resolution.

### **SECTION 801. APPOINTMENT AND REMOVAL**

The City Manager, City Attorney and City Clerk shall be appointed by and may be removed by the affirmative votes of no less than four members of the Council.

The Director of Finance, Director of Public Works, City Engineer, Planning Director, Chief of Police and Chief of the Fire Department and all other officers and department heads of the City shall be appointed by the City Manager and shall serve at the pleasure of the City Manager.

### **SECTION 802. DUTIES OF OFFICERS AND EMPLOYEES**

The Council may provide by ordinance or resolution, not inconsistent with this Charter, for the powers and duties of all officers and employees of the City.

The Council may transfer or consolidate functions of the City Government to or with appropriate functions of the state or county government, or make use of such functions of the state or county government, and in such case, the provisions of this Charter providing for the function of the City government so transferred or consolidated, shall be deemed suspended during the continuance of such transfer or consolidation, to the extent that such suspension is made necessary or convenient and is set forth in the ordinance or resolution establishing such transfer or consolidation. Any such transfer or consolidation may be repealed in like manner.

### **SECTION 803. COMPENSATION OF OFFICERS AND EMPLOYEES**

The compensation of all City officers and employees, except as otherwise provided in this Charter, shall be by salary to be fixed by ordinance or resolution. No officer or employee shall be allowed any fees, perquisites, emoluments, rewards or compensation aside from the salary or compensation as fixed by the Council, but all fees received by him in connection with his official duties shall be paid by him into the City Treasury.

#### **SECTION 804. OATH OF OFFICE**

Every officer of the City, before entering upon the duties of his office, shall take the oath of office as provided for in the Constitution of this State, and shall file the same with the City Clerk.

#### **SECTION 805. OFFICIAL BONDS**

The Council shall fix by ordinance the amounts and terms of the official bonds of all officials or employees who are required by ordinance to give such bonds. All bonds shall be executed by responsible corporate surety, shall be approved as to form by the City Attorney and shall be filed with the City Clerk. Premiums on official bonds shall be paid by the City.

There shall be no personal liability upon, or any right to recover against, a superior officer, or his bond, for any wrongful act or omission of his subordinate, unless such superior officer was a party to, or conspired in such wrongful act or omission.

#### **SECTION 806. ILLEGAL CONTRACTS, FINANCIAL INTEREST PROHIBITED**

No officer or employee of the City shall become financially interested except by testate or intestate succession, either directly or indirectly, in any contract, sale, purchase, lease or transfer of real or personal property to which the City is a party; provided, however, any employees may negotiate by contract the same of any real property subject to eminent domain proceedings of the City. Any member of a board or commission serving without compensation may contract with the City or sell or contract to sell personal property to the City to be used by a department, board or commission of the City other than the board or commission which he serves.

No officer or employee of the City shall be deemed to be financially interested by the ownership of less than three percent of the outstanding capital stock of a corporation. Any contract, sale or transaction in which there shall be such an interest, as specified in this section, shall become void at the election of the City when so declared by resolution of the Council.

Any violation of the provisions hereof shall be deemed a misdemeanor and shall be cause for removal from office. (AMENDED: STATS. 1964 CH 41)

#### **SECTION 807. NEPOTISM**

The Council shall not appoint to a salaried position under the City government any person who is a relative by blood or marriage within the second degree of any one or more of the members of such Council, and neither shall any department head or other officer having appointive power appoint any relative within such degree to any such position.

#### **SECTION 808. CITY ATTORNEY. POWERS AND DUTIES**

To be eligible for appointment as City Attorney, the person appointed shall be an attorney-at-law duly licensed as such under the laws of the State of California and shall have practiced law for at least five years prior to assuming the duties of City Attorney.

The City Attorney shall have power and be required to:

1. Represent and advise the Council and all City officers on all matters of law pertaining to their offices.
2. Represent and appear for the City in any and all actions and proceedings in which the City is concerned or is a party, and represent and appear for any City officer or employee or former City officer or employee in any and all actions and proceedings in which any such City officer or employee is concerned or is a party, for any action arising out of his employment or by reason of his official capacity.
3. Prosecute on behalf of the people criminal cases arising from violations of the provisions of this Charter and the ordinances of the City if the district attorney declines to do so and prosecute such cases arising from violations of state law when the district attorney consents thereto.
4. Attend all meetings of the Council and provide advice to the City Council when requested to do so.
5. Give advice or an opinion in writing whenever requested to do so in writing by the Council or any of the officers, boards or commissions of the City.
6. Approve the form of all contracts made by and all bonds given to the City, by endorsing an approval thereon in writing.
7. Prepare any and all proposed ordinances or resolutions for the City and amendments thereto.
8. Appoint, discipline and remove, subject to the personnel provisions of this Charter, all officers and employees of the City Attorney's office.
9. Perform such other duties consistent with this Charter as may be required by the Council.
10. Surrender all books, papers, files and documents pertaining to the City's affairs upon leaving office as City Attorney. (AMENDED: STATS. 1992 CH. 30)

**SECTION 809. ARBITRATION FOR FIRE DEPARTMENT EMPLOYEES**

- (a) It is hereby declared to be the policy of the City to endeavor to establish and maintain, without labor strife and dissension, wages, hours, and other terms and conditions of employment for the uniformed members of the Fire Department which are fair and competitive with comparable private and public employment. To such purpose, the City hereby recognizes the efficacy of and adopts the principles of binding arbitration as an equitable and necessary alternative means to arrive at a fair resolution of terms of wages, hours, and other terms and conditions of employment for such employees when the parties have been unable to resolve these questions through negotiations.

- (b) The City, through its duly authorized representatives, shall bargain in good faith with the recognized employee organization for the unit composed of all the uniformed employees of the Fire Department as to all matters relating to the wages, hours and terms and conditions of employment of such employees. Unless and until agreement is reached through the bargaining process, or a determination is made through the arbitration procedure hereinafter provided, no existing benefit or employment condition applicable to the said uniformed forces shall be changed or eliminated.
- (c) Pursuant to the public policy hereinabove declared, the City or the recognized employee organization for the uniformed members of the Fire Department may, as the result of an impasse in bargaining, refer any unresolved issues to binding arbitration under the provisions of this section.
- (d) When an impasse has been reached, any unresolved dispute or controversy pertaining to wages, hours, or other terms and conditions of employment, or any unresolved dispute or controversy pertaining to the interpretation or application of any negotiated agreement covering uniformed members of the Fire Department shall be submitted to an impartial arbitrator.
- (e) An impasse may be declared by either the City or the recognized employee organization in the event good faith bargaining or other mutually agreed upon settlement methods concerning the dispute or controversy fail to result in an agreement between the parties. Representatives designated by the City and representatives of the recognized employee organization shall select an arbitrator. In the event that said parties cannot agree upon the selection of an arbitrator within five days from the date of any impasse, then the California State Conciliation Service shall be requested to nominate five (5) persons, all of whom shall be qualified and experienced as labor arbitrators. If the representatives of the recognized employee organization and the City cannot agree on one of the five to act as arbitrator, they shall strike names from the list of said nominees alternately until the name of one nominee remains who shall thereupon become the arbitrator. Every effort shall be made to secure an award from the impartial arbitrator within thirty (30) calendar days after submission of all issues to him.
- (f) The arbitration proceedings herein provided shall be governed by Section 1280, et seq., of the California Code of Civil Procedure. The arbitrator's award shall be submitted in writing and shall be final and binding on all parties. The City and the affected employee organization shall take whatever action is necessary to carry out and effectuate the award. The expenses of arbitration, including the fee for the arbitrator's services, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.
- (g) In any arbitration under subsection (c) of this section, the arbitrator is directed to take into consideration the City's purpose and policy to create and maintain wages, hours, and other terms and conditions of employment which are fair and competitive with comparable private and public employment and which are responsive to changing conditions and changing costs and standards of living. The arbitrator shall also consider the interest and welfare of the public and the availability and sources of



funds to defray the cost of any changes in wages, hours and conditions of employment. The arbitrator shall also consider such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of employment conditions through voluntary collective bargaining, mediation, fact finding, and arbitration between the parties, in the public service or in private employment.

- (h) Nothing herein shall be construed to prevent the parties from submitting controversies or disputes to mediation, fact finding or other reasonable method to finally resolve the dispute should the City and the recognized employee organization in the controversy or dispute so agree. (AMENDED: STATS. 1975 CHARTER CHAPTER 28)

## **ARTICLE IX. APPOINTIVE BOARDS AND COMMISSIONS**

### **SECTION 900. IN GENERAL**

There shall be the boards and commissions enumerated in this Article which shall have the powers and duties stated herein. The number of members to comprise any board or commission shall be determined by ordinance or resolution of the Council. No member of any board or commission shall be a member of any other board or commission or hold any paid office or employment, in the City Government. In order to be eligible for any appointment to any board or commission, a person shall be a qualified elector of the City.

In addition, the Council may create by ordinance or resolution such boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter. (AMENDED: STATS. 1959 CH. 82)

### **SECTION 901. APPROPRIATIONS**

The Council shall include in the annual budget such appropriations of funds as in its opinion shall be sufficient for the efficient and proper functioning of the boards and commissions.

### **SECTION 902. APPOINTMENTS. TERMS.**

The members of each of such boards or commissions shall be appointed by the Council. They shall be subject to removal by motion of the Council adopted by at least four affirmative votes. Unless otherwise provided by this Charter, the members thereof shall serve for a term of four years and until their respective successors are appointed and qualified. No member thereof shall serve more than two consecutive full terms on any one board or commission.

The members first appointed to such boards and commissions shall so classify themselves by lot that each succeeding July 1st the term of one of their number shall expire. If the total number of members of a board or commission to be appointed exceeds four, the classification by lot shall provide for the grouping of terms to such an extent as is necessary in order that the term of at least one member shall expire on each succeeding July 1st, and that the number of terms expiring in any year does not exceed by more than one the number expiring in any other year.

### **SECTION 903. EXISTING BOARDS AND COMMISSIONS**

The members of the boards and commissions holding office when this Charter takes effect shall continue to hold office thereafter until their respective terms of office shall expire and until their successors shall be appointed and qualified. The successors of each such member shall be appointed for terms of such duration, not exceeding four years, as will carry into effect the plan for staggered terms prescribed in the preceding section.

#### **SECTION 904. MEETINGS. CHAIRMAN**

As soon as practicable, following the adoption of this Charter and following the first day of July of every year thereafter, each of such boards and commissions as exist shall organize by electing one of its members to serve as presiding officer at the pleasure of such board or commission. Each board or commission shall hold such regular and special meetings as such board or commission may require. All proceedings shall be open to the public.

The affirmative or negative vote of a majority of the entire membership of such board or commission shall be necessary for it to take any action, except to adjourn.

The City Clerk shall be responsible for the recording of the minutes for each of such boards and commissions and shall keep a record of its proceedings and transactions. Each board or commission may prescribe its own rules and regulations which shall be consistent with this Charter. Copies of such rules and regulations and the minutes of each board and commission shall be kept on file in the office of the City Clerk where they shall be available for public inspection. Each board or commission shall have the same power as the Council to compel the attendance of witnesses, to examine them under oath and to compel the production of evidence before it.

#### **SECTION 905. COMPENSATION. VACANCIES**

The members of boards and commissions shall serve without compensation, but may receive reimbursement for necessary traveling and other expenses incurred on official duty when such expenditures have received authorization by the Council.

Any vacancies in any board or commission, from whatever cause arising, shall be filled by appointment by the Council. Upon a vacancy occurring, leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term. If a member of a board or commission absents himself from three consecutive regular meetings of such board or commission, unless by permission of such board or commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his office shall become vacant and shall be so declared by the Council.

#### **SECTION 906. PLANNING COMMISSION. POWERS AND DUTIES**

There shall be a Planning Commission which shall have the power and be required to:

1. Recommend to the Council, after a public hearing thereon, the adoption, amendment or repeal of a Master Plan or any part thereof for the physical development of the City.
2. Exercise such functions with respect to land subdivisions, planning and zoning as may be prescribed by ordinance or resolution, not inconsistent with the Charter.

**SECTION 907. PERSONNEL BOARD. POWERS AND DUTIES**

There shall be a Personnel Board none of whom while a member of the board nor for a period of one year after he has ceased for any reason to be a member, shall be eligible for appointment to any salaried office or employment in the service of the City nor to any City elective office.

The Personnel Board shall have power and be required to:

1. Act in an advisory capacity to the Council and the City Manager on personnel administration.
2. Recommend to the Council after a public hearing thereon, the adoption, amendment or repeal of personnel rules and regulations.
3. Hear appeals of any person in the classified service, relative to any suspension, demotion or dismissal.
4. Make any investigation which it may consider desirable concerning the administration of personnel in the municipal service and report its findings to the City Council and City Manager.
5. Perform such other duties with reference to personnel administration not inconsistent with this Charter as the Council may require by ordinance or resolution.

**SECTION 908. PUBLIC SERVICES COMMISSION** (REPEALED: STATS. 1964 CH. 41)

**SECTION 909. AIRPORT COMMISSION** (REPEALED: STATS. 1964 CH. 41)

**SECTION 910. PARKS COMMISSION** (REPEALED: STATS. 1964 CH. 41)

**SECTION 911. LIBRARY COMMISSION** (REPEALED: STATS. 1964 CH. 41)

**SECTION 912. INDUSTRIAL COMMISSION** (REPEALED: STATS. 1964 CH. 41)

**ARTICLE X. RETIREMENT.**

**SECTION 1000. RETIREMENT SYSTEM**

The Council shall have power to provide for the creation, establishment and maintenance of a retirement or pension plan or plans for any or all officers and employees of the City.

**SECTION 1001. AUTHORITY TO JOIN OTHER SYSTEMS**

The City of Hayward, by and through its Council, is hereby empowered to join in or continue as a contracting agency in any retirement or pension system or systems existing or hereafter created under the laws of the State of California, or the United States of America, to which municipalities and municipal officers and employees are eligible.

## **ARTICLE XI. PERSONNEL SYSTEM.**

### **SECTION 1100. UNCLASSIFIED AND CLASSIFIED SERVICE**

The administrative service of the City shall be divided into Unclassified and Classified Service:

(a) The Unclassified Service shall comprise the following officers and positions:

- (1) All elected officers;
- (2) City Manager, City Attorney, City Clerk, head of each department, and one private secretary and all administrative assistants in the office of the City Manager;
- (3) All members of boards and commissions;
- (4) Positions in any class or grade created for a special or temporary purpose for a period of not longer than six months;
- (5) Persons employed to render professional, scientific, technical or expert services of any occasional or exceptional character;
- (6) Part-time employees paid on an hourly or per diem basis.

(b) The Classified Service shall comprise all positions not specifically included by this Section in the Unclassified Service.

### **SECTION 1101. MERIT PRINCIPLE**

All appointments to and promotions within the Classified Service shall be based upon efficiency and fitness which shall be ascertained by means of recognized personnel selection techniques.

### **SECTION 1102. PERSONNEL RULES AND REGULATIONS**

The Council shall implement the personnel system provided by this Article by adopting rules and regulations governing the administration thereof. Such personnel rules and regulations shall provide, among other things, for: (1) the preparation, installation, revision, and maintenance of a position classification plan covering all positions in the Classified Service, including minimum standards and qualifications for each class; and (2) the preparation, revision and administration of a plan of compensation directly correlated with the position classification plan, providing a range or maximum rate of pay for each class.

**SECTION 1103. POLITICAL ACTIVITIES PROHIBITED**

Excepting members of the City Council, and the various boards and commissions mentioned in or created or hereafter created under Article IX of this Charter, no person holding any position with the City for which compensation is paid, or on an eligible list, shall take an active part in any City political campaign or contribute thereto in behalf of any candidates, nor shall such person seek signatures to any petition seeking to advance the candidacy of any person for any City office. Nothing in this Section shall be construed to prevent any such persons from seeking election or appointment to public office. Upon becoming a candidate for public office, any such person shall request and be granted a leave of absence, without pay, to remain in effect during the period of time such person is a candidate.

Except as otherwise provided by the general laws of this State heretofore or hereafter enacted, no person in the Classified Service or seeking admission thereto, shall be employed, promoted, demoted or discharged or in any way favored or discriminated against because of political opinions or affiliations or because of race or religious belief.

No officer or employee of the City and no candidate for any City office shall, directly or indirectly, solicit any assessment, subscription or contribution, whether voluntary or involuntary, for any political purpose whatever, from anyone on the eligible lists or holding any position in the Classified Service.

## **ARTICLE XII. FISCAL ADMINISTRATION.**

### **SECTION 1200. THE FISCAL YEAR**

Unless otherwise provided by ordinance, the fiscal year of the City shall begin on the first day of July of each year and end on the thirtieth day of June of the following year.

### **SECTION 1201. ANNUAL BUDGET**

On such date in each year as shall be fixed by the Council, the City Manager shall send to the Council a careful estimate in writing, of the amounts, specifying in detail the objects thereof required during the next ensuing year for the business and proper conduct of the various departments, offices, boards and commissions of the City. The City Manager shall also at said time submit to the Council an estimate of the amount of income from fines, licenses, and other sources of revenue, exclusive of taxes upon property, and the probable amount required to be levied and raised by property taxation.

### **SECTION 1202. PUBLIC HEARING ON THE BUDGET**

After receiving the proposed budget as submitted by the City Manager and making such revisions as it may deem advisable, the Council shall determine the time for holding a public hearing, and shall cause notice thereof to be published not less than ten days prior to said hearing by at least one insertion in a newspaper of general circulation in the City.

Copies of the proposed budget shall be available for inspection by the public in the office of the City Clerk at least ten days prior to said hearing.

At the time so advertised or at any time to which said public hearing shall from time to time be continued, the Council shall afford interested persons an opportunity to be heard on matters pertaining to the proposed budget.

### **SECTION 1203. ADOPTION OF THE BUDGET**

After the conclusion of the public hearing, the Council shall further consider the proposed budget and make any revisions thereof that it may deem advisable and thereafter it shall adopt the budget with revisions, if any. Upon final adoption, the budget shall be in effect for the ensuing fiscal year.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated for the various objectives therein described. All appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered.

At any meeting after the adoption of the budget, the Council may amend or supplement the budget so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget.



The City Manager may at any time transfer any unencumbered allotment balance or portion thereof covered by a single appropriation to any other agency covered by the same appropriation.

**SECTION 1204(a). TAX SYSTEM**

Unless otherwise provided by ordinance, the City shall continue to use, for the purpose of municipal property taxation, the County system of assessment and tax collection, as such system is now in effect or may hereafter be amended and insofar as such provisions are not in conflict with this Charter.

**SECTION 1204(b). TAX RATE - LIMITATION**

The City shall not levy a rate of taxation upon each one hundred dollars of valuation beyond that sufficient to raise the amounts required for the annual budget; and as otherwise in this Charter or by law provided, less the amounts estimated to be received from fines, licenses and other sources of revenues.

**SECTION 1205. INDEPENDENT AUDIT**

The Council shall employ, at the beginning of each fiscal year, an independent certified public accountant who, at such time or times as may be specified by the Council, at least annually, shall examine the books, records, inventories, and reports of all officers and employees who receive, handle or disburse public funds and all such other officers, employees and departments the Council may direct.

As soon as practicable after the end of the fiscal year, a final audit and report shall be submitted by such accountant to the Council, one copy thereof to be distributed to each member and one each to the City Manager, City Attorney, and Finance Officer, and three copies to be placed on file in the office of the City Clerk where they shall be available for inspection by the public.

**SECTION 1206. BONDED DEBT LIMIT**

The City shall not incur an indebtedness evidenced by general obligation bonds which shall in the aggregate exceed the sum of fifteen percent of the total assessed valuation for purposes of City taxation, of all the real and personal property within the City, exclusive of any indebtedness that has been or may hereafter be incurred for the purposes of acquiring, constructing, extending or maintaining municipal utilities for which purpose a further indebtedness may be incurred by the issuance of bonds, subject only to the provisions of the State Constitution and of this Charter.

No bonded indebtedness which shall constitute a general obligation of the City may be created unless authorized by the affirmative votes of two-thirds of the electors voting on such proposition at any election at which the question is submitted to the electors and unless in full compliance with the provisions of the State Constitution and of this Charter.

**SECTION 1207. CASH BASIS FUND.** (REPEALED: STATS. 1982 CH. 38)

**SECTION 1208. CAPITAL OUTLAYS FUND**

A fund for capital outlays, generally, is hereby created, to be known as the "Capital Outlays Fund." The Council may create by ordinance a special fund or funds for a special capital outlay purpose. The Council may levy and collect taxes for capital outlays and may include in the annual tax levy a levy for such purposes in which event it must apportion and appropriate to any such fund or funds the moneys derived from such levy. The Council may transfer to any such fund any unencumbered surplus funds remaining on hand in the City at any time.

Once created, such fund shall remain inviolate for the purpose for which it was created; if for capital outlays generally, then for any such purposes, and if for a special capital outlay, then for such purpose only, unless the use of such fund for some other purposes is authorized by the affirmative votes of a majority of the electors voting on such proposition at a general or special election at which such proposition is submitted.

If the purpose for which any capital outlay fund has been created has been accomplished, the Council may transfer any unexpended or unencumbered surplus remaining in such fund to the fund for capital outlays generally, established by this Charter.

**SECTION 1209. OTHER FUNDS**

The Council may establish by ordinance such other special funds as it deems necessary for the proper administration of the fiscal affairs of the City.

**SECTION 1210. DEMANDS OR CLAIMS AGAINST THE CITY**

Except as otherwise provided by the provision of State law applicable to chartered cities, demands or claims against the City shall be presented, acted upon, and audited as prescribed by ordinance. (AMENDED: STATS. 1964 CH. 41)

**SECTION 1211. REGISTERING WARRANTS**

Warrants on the City Treasury shall be registered. All registered warrants shall be paid in the order of their registration when funds therefore are available and shall bear interest from date of registration at such rate as shall be fixed by the Council by resolution.

**SECTION 1212. ACTIONS AGAINST THE CITY** (REPEALED: STATS. 1964 CH. 41)

## **ARTICLE XIII. PUBLIC WORKS AND SUPPLIES.**

### **SECTION 1300. FORM OF CONTRACTS**

All contracts shall be drawn under the supervision of the City Attorney. All contracts must be in writing, executed in the name of the City of Hayward by an officer or officers authorized to sign the same.

### **SECTION 1301. CONTRACTS FOR OFFICIAL ADVERTISING**

The Council shall let annually contracts for the official advertising for the ensuing fiscal year. In the event there is more than one daily newspaper of general circulation published and circulated in the City, the Council shall advertise for one day, setting forth distinctly and specifically the work contemplated to be done, and asking for sealed proposals therefor. The proposals shall specify the type and spacing to be used at the rate or rates named in the bids. The Council shall let the contracts for such official advertising to the lowest responsible bidder publishing a daily newspaper in the City which is a newspaper of general circulation and has been in existence at the time of the awarding of the contract at least one year, provided, that the Council may reject any or all bids and advertise for new bids.

### **SECTION 1302. CENTRALIZED PURCHASING**

A centralized purchasing system shall be established for all City departments, offices and agencies. The City Manager shall recommend and the Council shall consider and adopt rules and regulations governing the contracting for, purchasing, inspection, storing, distribution or disposal of all supplies, materials and equipment required by any department, office or agency of the City Government.

Before making purchases of, or contracts for, supplies, materials, or equipment, ample opportunity shall be given for competitive bidding. When making purchases for the City, merchants with places for business located within the City shall be given preference, quality and prices being equal.

### **SECTION 1303. PUBLIC WORKS CONTRACTS**

The Council by ordinance shall establish requirements and procedures for competitive bidding upon and award of contracts for public works. The ordinance may provide that all bids may be rejected and that under specified conditions advertising and bidding may be dispensed with. (AMENDED: STATS. 1982 CH. 38)

### **SECTION 1304. REQUIREMENTS OF BIDS**

All bids or proposals shall be accompanied by either a certified, or cashier's check, or a bidder's bond executed by a corporate surety authorized to engage in such business in the State of California, made payable to the City. Such security shall be in an amount not less than that specified in the notice inviting bids or in the specifications referred to therein, or if no amount be so specified, then in an amount not less than ten percent of the aggregate amount of the bid.

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid or proposal for the same work. If it appears that the same person, firm or corporation is interested in more than one bid or proposal, all such bids or proposals shall be rejected.

The security accompanying the accepted bid or proposal shall be held by the City Clerk until the contract has been entered into, and the bond accompanying the same is approved and filed, whereupon said security shall be returned to said bidder. All securities accompanying the unsuccessful bids or proposals shall be returned to the proper parties.

If the successful bidder neglects or refuses to enter into the contract within the time specified in the notice inviting bids or specifications referred to therein, the security shall be declared forfeited to the City and shall be collected and paid into its general fund.

## ARTICLE XIV. OFF-STREET VEHICULAR PARKING

### SECTION 1400. GENERAL

In addition to all other powers elsewhere enumerated in this Charter, or granted or hereafter granted to the City of Hayward by the Constitution or laws of the State of California, the City of Hayward shall have power to acquire (whether by purchase, lease, eminent domain, or otherwise), construct, establish, improve, extend, maintain, operate, administer, lease and sublease off-street vehicular parking facilities and places within the City of Hayward, including any and all public parking lots, garages, or other automotive parking facilities, in order to relieve traffic congestion and promote the welfare of the citizens and inhabitants of said City, and, for the payment of costs thereof, to issue bonds payable from the revenues of any such off-street vehicular parking facilities and from other revenues, all as hereinafter provided in this Article.

### SECTION 1401. DEFINITIONS

The following terms whenever used or referred to in this Article, or in any resolution of issue, shall have the following meanings, respectively, unless a different meaning appears from the context:

- (a) **BONDS.** The term "bonds" or "revenue bonds" means the written evidence of any obligation issued by the City, payment of which is secured by a pledge of revenues or any part of revenues, as provided in this Article, in order to obtain funds with which to carry out any of the purposes of this Article, irrespective of the form of such obligation. All revenue bonds issued pursuant to this Article shall be payable exclusively from revenues.
- (b) **PROJECT.** The term "project" means any one or more off-street vehicular parking facilities referred to in Section 1400 and designated by the City as a project in a resolution of issue.
- (c) **EXISTING OFF-STREET PARKING FACILITIES.** The term "existing off-street parking facilities" means and includes any off-street vehicular parking facilities now or hereafter owned by the City and operated or controlled by the City at the time of adoption of a resolution of issue and not theretofore designated by the City as a project in a resolution of issue and not acquired, constructed, established, improved, extended, maintained, or operated, in whole or in part, from the proceeds of sale of any revenue bonds.
- (d) **REVENUES.** The term "revenues" means and includes any and all rates, fees and other charges received or receivable in connection with, and any and all income and receipts of whatever kind and character derived by the City from, the operation of a project, or arising from a project, including any such revenues as may have been or may be impounded or deposited in any fund created for the security or further protection of revenue bonds or for the purpose of providing for the payment of the principal thereof or the interest thereon.

The term "revenues" also includes net revenues from on-street parking meters within the City now owned or controlled or hereafter acquired or controlled by the City and net revenues of any existing off-street parking facilities to the extent that net revenues from either or both of said sources shall be pledged or otherwise made available for the payment of operation and maintenance costs of any project or as security or further protection for bonds by a resolution of issue.

- (e) **NET REVENUES.** The term "net revenues" when used with reference to on-street parking meters within the City means and includes the gross revenues collected by the City during any fiscal year from the establishment and operation of such on-street parking meters after deducting therefrom the actual necessary costs and expenses of the acquisition, installation, maintenance and replacement of such parking meters and of the collection of revenues therefrom, all calculated on sound accounting principles, but without any allowance for depreciation or obsolescence. The term "net revenues" when used with reference to any existing off-street vehicular parking facilities means and includes any gross revenues collected by the City during any fiscal year from the establishment and operation of such existing off-street parking facilities after deducting therefrom all payments payable with respect to such facilities and the actual necessary expenses of maintaining and operating such facilities, calculated on sound accounting principles, but without any allowance for depreciation or obsolescence.
- (f) **RESOLUTION OF ISSUE.** The term "resolution of issue" means any agreement entered into by the Council, including any resolution adopted by the Council, pursuant to which revenue bonds are issued, and includes any agreement entered into or resolution adopted by the Council amending, modifying or supplementing a resolution of issue irrespective of the form thereof.

#### **SECTION 1402. GRANT OF POWER**

Without limiting the generality of Section 1400, the Council, for any of the purposes of this Article shall have the powers set forth in this section.

- (a) **ACQUISITION AND DISPOSITION OF PROPERTY.** To acquire, by grant, purchase, gift, devise, lease or by the exercise of right of eminent domain, and to hold, use, sell, lease, sublease or dispose of any real or personal property or any interest in any thereof, including rights of way, necessary or appropriate for the full exercise, or convenient or useful for the carrying on of any of its powers pursuant to this Article.
- (b) **ACQUISITION FOR PROJECT INGRESS AND EGRESS.** To acquire, by any of the means specified in the foregoing paragraph (a) any lands, property or rights of way necessary or convenient for the opening, widening, straightening and extending of streets or alleys necessary or convenient for the ingress to or egress from any project.
- (c) **IMPROVEMENTS.** To improve any lands so acquired by the construction thereon of garages or other buildings or improvements necessary or convenient for any project.

- (d) **CONTROL OF PROJECT.** To construct or cause to be constructed, established, improved, extended, maintained, operated, and to administer, lease and sublease any project.
- (e) **RATES, FEES AND CHARGES.** To fix rates, fees or charges for the use of the facilities provided by any project, or for any services rendered in connection therewith, and to alter, change or modify the same at its pleasure, subject to any contractual obligation which may have been entered into by the City with respect to the fixing of such rates, fees or charges; and, by a resolution of issue or otherwise, to enter into covenants to increase or decrease rates, fees or charges from time to time, except as may be otherwise specifically provided in a resolution of issue. All rates, fees and charges shall be paid only in such coin or currency as on the date of payment is legal tender for public and private debts, or in script or tokens issued only upon payment of the face value thereof in such coin or currency.
- (f) **ISSUANCE OF REVENUE BONDS.** At any time from time to time to issue revenue bonds in order to raise funds for the purpose of establishing any project or of acquiring lands including rights of way for any project or of acquiring, constructing, improving extending, maintaining, operating or administering any project, or of refinancing any project, or for any combination of such purposes, which bonds may be secured as hereinafter provided.
- (g) **AGREEMENTS AND LEASES.** To make contracts, leases, subleases and agreements relative to the acquisition, construction, improvement, operation or maintenance of any project or any part of any project with any person, private corporation or public corporation, political subdivision, city, county, district, the State of California, or the United States of America, or any department or agency of any thereof, subject to any contractual obligation which may be entered into by the City with respect to the issuance of bonds.
- (h) **LEASE OF SPACE FOR COMMERCIAL PURPOSES.** To rent or lease for commercial purposes space in any project which in the opinion of the Council is not and will not during the term of such lease be required for off-street vehicular parking facilities, provided that the aggregate of all such space so rented or leased for commercial purposes at any one time in any one project shall not exceed twenty percent (20%) of the surface area of such project and that the term of any such rental or lease shall not exceed a period of fifteen years from its date.
- (i) **RULES AND REGULATIONS.** To adopt such rules and regulations as may be necessary regarding the operation and maintenance of any project and to enable the City to exercise the powers and perform the duties conferred or imposed by this Article.
- (j) **MISCELLANEOUS.** To do any and all acts or things necessary or appropriate to carry out the purposes of this Article and the provisions, covenants and agreements contained in any resolution of issue adopted pursuant to the authority conferred by this Article; provided, that nothing in this section or elsewhere in the Article contained shall be construed directly or by implication to be in any way in derogation or in limitation of any powers conferred upon or existing in the City by virtue of

the provisions of the Constitution or laws of the State of California or any other provision of this Charter.

**SECTION 1403. PLEDGE OF NET PARKING METER REVENUES**

In addition to all other powers elsewhere enumerated in this Article, the Council shall have power to pledge, place a charge upon, or otherwise make available and authorize payment of all or any part of net revenue collected by the City from the establishment and operation of on-street parking meters within the City now owned or controlled or hereafter acquired or controlled by the City, and existing off-street parking facilities for such periods of years as shall be determined by the Council, for the payment of operation and maintenance costs of any one or more projects authorized by this Article or as security or further protection for the payment of principal of and interest on bonds issued pursuant to this Article.

**SECTION 1404. AUTHORIZATION OF REVENUE BONDS**

Each issue of revenue bonds shall be authorized by the Council by a resolution of issue adopted by affirmative votes of at least a majority of the members of the Council at a duly assembled meeting. Resolutions of issue shall provide for the aggregate principal amount, date or dates, maturities, interest rates, denominations and form, and may provide for the registration, transfer and interchange of any revenue bonds and coupons issued pursuant to this Article; and shall prescribe the purpose or purposes for which said bonds are to be issued and the terms and conditions on which said bonds are to be executed, issued, secured, sold and paid, and, if desired, the terms and conditions on which said bonds may be redeemed prior to maturity or refunded. The Council may provide for one or several issues of bonds and may issue bonds in series, or may divide any issue into one or more series or divisions and fix different maturities or dates for each series or division, different rates of interest, or different terms and conditions for the bonds of the several series or divisions. Bonds of the same authorized issue need not be of the same kind or character, have the same security, or be of the same interest rate, but the terms thereof shall in each case be provided for by the Council.

**SECTION 1405. PROVISIONS RELATING TO BONDS AND RESOLUTIONS OF ISSUE**

The terms and provisions of all revenue bonds issued pursuant to this Article shall be as provided in the resolution of issue pursuant to which such bonds are issued, subject only to the provisions of this Article, and each such resolution of issue adopted by the Council may contain such provisions as shall be determined by the Council, subject only to the provisions of this Article.

**SECTION 1406. RECITAL IN BONDS; REFERENCE ON BONDS TO RESOLUTION OF ISSUE**

All revenue bonds shall contain a recital on their face that neither the payment of principal of nor of interest on such bonds constitutes a debt, liability or obligation of the City of Hayward, except as provided in this Article. Reference on the face of a revenue bond to the resolution of issue by its date of adoption is sufficient to incorporate all of the provisions thereof and of this Article into the body of said revenue bond and its appurtenant coupons. Each token and subsequent holder of a revenue bond or coupons, whether such coupons are attached to or detached from said revenue bond, shall have recourse to all the provisions of the resolution of issue and of this Article and shall be bound thereby.



#### **SECTION 1407. SECURITY**

Subject to the provisions of Section 1403 hereof, all revenue bonds shall be secured by an exclusive pledge and charge upon all or a portion of (a) the gross revenues of the project for the acquisition, construction and completion of which said bonds are issued or authorized to be issued, (b) revenues from on-street parking meters, and (c) revenues of any existing off-street parking facilities subject to any pledge, liens or charges then existing, all as provided for in the resolution of issue. Gross revenues of a project include improvements and extensions of such project later constructed or acquired. The gross revenues of the project, any interest earned on the gross revenues of the project, and all pledged on-street parking meter revenues and pledged revenues of existing off-street parking facilities shall constitute a trust fund for the security and payment of the principal of and interest on the bonds and so long as any bonds or interest thereon are unpaid said revenues and interest shall not be used for any other purpose; provided, however, that a resolution of issue may provide that if the principal of and any interest on the bonds and all charges to protect and secure them are paid when due, an amount for the maintenance and operation costs of the project and any and all other costs and expenses relative to the project or the bond, may be apportioned from revenues, but only to the extent specified in the resolution of issue. A resolution of issue may also provide for the use and application of any surplus revenues over and above revenues provided for the payment of the principal of and interest on the bonds, maintenance and operation, costs of the project and any and all other charges, provided that such surplus revenues shall be used only in the manner and to the extent specified in the resolution of issue.

#### **SECTION 1408. BONDS OF SAME ISSUE TO BE EQUALLY SECURED**

Bonds of the same issue shall be equally secured by a pledge and charge upon revenues without priority for number, date of bonds, of sale, of execution, or of delivery; except that if the Council authorizes the issuance of bonds of different series it may provide that the bonds in any series shall, to the extent and in the manner prescribed in the resolution of issue, be subordinated and be junior in standing with respect to the payment of principal and interest and the security thereof to such other bonds as may be specified in the resolution of issue.

#### **SECTION 1409. SALE OF BONDS**

Notice inviting sealed bids shall be given in such manner as the Council may prescribe prior to the sale of any revenue bonds. If satisfactory bids are received, the bonds offered for sale shall be awarded to the highest responsible bidder. If no bids are received or if the Council determines that the bids received are not satisfactory as to price or responsibility of the bidders, the Council may reject all bids received, if any, and either readvertise or sell the bonds at private sale. The Council may sell bonds at a price below the par or face value thereof, provided that the maximum net interest cost (computed on a 360-day year basis) on bonds sold below par or face value shall not exceed an average of six percent per annum, payable semi-annually, to the respective maturity dates of said bonds.

#### **SECTION 1410. PAYMENT OF INCIDENTAL EXPENSES AND INTEREST AND CREATION OF FUNDS FROM PROCEEDS OF SALE OF BONDS**

All costs and expenses incidental to the issuance and sale of bonds, including (without limiting the generality of the foregoing) the

cost of preparation of the bonds and coupons, the cost of all surveys, of preparation of plans and specifications, of all architectural, engineering, inspection, legal, financial and economic consultant's, trustee's, and fiscal agent's fees, the creation of a bond reserve fund, the creation of a working capital fund, and bond interest estimated to accrue during the period of acquisition or construction of a project and for a period not to exceed six (6) months thereafter, all as provided for in the resolution of issue, may be paid out of the proceeds of sale of the bonds.

**SECTION 1411. CONSTRUCTION FUND; INVESTMENT**

The proceeds of sale of revenue bonds shall either be deposited in a fund separate and apart from all other funds of the City or paid direct to any bank or trust company designated by the Council as the fiscal agent of the City, and said proceeds shall be held by the City or such fiscal agent in a separate account to be designated the "Construction Fund" and be disbursed in the manner and upon the conditions provided in the resolution of issue for the object and purpose of the acquisition, construction and completion of the project therein designated including the payment of all incidental expenses and interest and the creation of funds as provided for in Section 1410 of this Article. Moneys in any construction fund may be invested as the Council in its sole discretion shall determine, subject only to such limitations as may be provided in the resolution of issue. Moneys in a construction fund remaining unexpended after said object and purpose shall have been completed shall be applied to the payment of principal of and interest on said bonds, and none of said moneys shall be transferred to any other fund of the City or used for any purpose other than as specified in the resolution of issue.

**SECTION 1412. CONTINUOUS OPERATION OF PROJECT; REPAIRS, RENEWALS AND REPLACEMENTS**

So long as any revenue bonds shall be outstanding, the City shall operate or cause to be operated the project, designated in the resolution of issue relating to such bonds, continuously and in an efficient and economical manner and in good working order and condition and shall make all necessary repairs, improvements and replacements.

**SECTION 1413. RATES, FEES AND OTHER CHARGES**

The Council shall prescribe, revise and collect rates, fees and charges (a) for use of the facilities provided by the project acquired, constructed or completed from the proceeds of sale of bonds, (b) for any services rendered in connection with such project, and (c) for use of any on-street parking meters and existing off-street parking facilities any revenue from which are pledged to secure the bonds. Such rates, fees and charges shall at all times be sufficient to yield revenues from the project and net revenues from such on-street parking meters and existing off-street parking facilities equal to all redemption payments and interest charges on said bonds as the same fall due, together with such additional sums as may be required for any sinking funds reserve fund or other special fund provided for the security or further protection of said bonds, or as a depreciation charge or other charge in connection with such project. Such rates, fees and charges shall not be reduced below an amount sufficient to provide funds to meet all obligations specified in the resolution of issue.

**SECTION 1414. TRUSTEE; FISCAL AGENT; PAYING AGENTS**

The Council may designate a bank or trust company, qualified to do business in the State of California, as trustee or fiscal agent for the City and holders of revenue bonds, and may authorize any such trustee to act on behalf of the holders of the bonds or any stated percentage thereof, and to exercise and prosecute on behalf of the holders of the bonds such rights and remedies as may be available to the holders.

The Council may designate any bank or trust company in any city in which any bonds are made payable as the City's paying agent in such city. The Council may fix and determine the conditions upon which any trustee, fiscal agent or paying agent shall receive, hold or disburse any or all revenues deposited with it by or by authority of the City; and may prescribe the duties and powers, if any, of any such trustee, fiscal agent or paying agent with respect to the issuance, authentication, sale and delivery of bonds, the payment of the principal thereof and interest thereon, the redemption thereof, the registration and discharge from registration of bonds and the management of any funds provided for in the resolution of issue as security for the bonds.

#### **SECTION 1415. COMPETITIVE PROJECTS**

A resolution of issue may contain a covenant that the City shall not, while any revenue bonds authorized by this Article are issued or outstanding, acquire, construct, complete or maintain within the City or permit any person to maintain on any City-owned property within the City any off-street vehicular parking facilities or places, excepting those therein described, which compete with any off-street vehicular parking facilities or places maintained or operated by the City through the issuance of revenue bonds pursuant to this Article. A resolution of issue may define the word "compete" as used in the preceding sentence and in such resolution of issue. A resolution of issue may except from the covenant authorized to be made by this section any and all off-street vehicular parking facilities then or thereafter maintained by the City.

#### **SECTION 1416. USE OF SURPLUS**

After all of the revenue bonds issued pursuant to a resolution of issue shall have been fully paid or discharged, or provision for their payment and discharge irrevocably made, any surplus moneys in any construction fund or other fund provided for the security or further protection of the bonds shall become and be the property of the City and be used by the City for any lawful purpose.

#### **SECTION 1417. RIGHTS OF BONDHOLDERS**

Except as provided otherwise in any resolution of issue, the holder of any bond issued pursuant to this Article made by mandamus or other appropriate proceedings require and compel the performance of any of the duties imposed upon the City or any official or employee of the City or assumed by any thereof in connection with the acquisition, construction, completion, operation, maintenance, repair, reconstruction or insurance of any project, or the collection, deposit, investment, application and disbursement of rates, fees and charges derived from the operation and use of any project and all other revenues, or in connection with the deposit, investment or disbursement of the proceeds received from the sale of the bonds under this Article. The enumeration of such rights and remedies does not, however, exclude the exercise or prosecution of any other rights or remedies available to the holders of bonds issued pursuant to this Article.

**SECTION 1418. ARTICLE CONFERS COMPLETE AUTHORITY; PROVISIONS OF ARTICLE ALTERNATIVE.**

The powers and authorities conferred by this Article are in addition to and supplemental to all other powers and authorities conferred upon the City of Hayward. The method provided in this Article for the acquisition, construction and completion of projects and the issuance of revenue bonds shall be deemed an additional method for acquiring, constructing and completing such projects and providing funds therefor; provided that the City of Hayward may, in its discretion, acquire any properties for off-street vehicular parking facilities and issue general obligation bonds of the City of Hayward therefor, subject, however, to the condition that the City of Hayward shall not, while any revenue bonds authorized by this Article are issued and outstanding, acquire, construct or complete any off-street vehicular parking facilities, other than those specifically described in a resolution of issue pursuant to the provisions of Section 1415 of this Article, which compete with any project operated or maintained through the issuance of revenue bonds by the Council.

**SECTION 1419. REVENUE BONDS EXCLUDED FROM BONDED INDEBTEDNESS OF CITY**

Revenue bonds issued under this Article shall not be taken into consideration in determining the bonded indebtedness which the City of Hayward is authorized to incur and shall be excluded from any limitation provided by this Charter or by law on the amount of bonded indebtedness of the City.

## **ARTICLE XV. FRANCHISES.**

### **SECTION 1500. FRANCHISES TO OPERATE**

No person or corporation shall exercise any franchise right or privilege mentioned in this Article in the City except insofar as he or it may be entitled to do so by direct authority of the Constitution of the State of California or of the United States of America, unless he or it shall have obtained grant therefor in accordance with the provisions of this Article and in accordance with the procedure prescribed by ordinance.

Nothing contained in this Article shall be construed to invalidate any lawful franchise heretofore granted nor to necessitate the obtaining of a new franchise for a use for which a franchise holder shall have a valid unexpired franchise.

### **SECTION 1501. AUTHORITY TO GRANT FRANCHISES**

The Council shall be empowered to grant by ordinance a franchise to any person, firm or corporation, whether operating under an existing franchise or not, to furnish the City and its inhabitants with transportation, communication, terminal facilities, water, light, heat, power, refrigeration, storage or any other public utility or service, or to use the public streets, ways, alleys and places, as the same may now or may hereafter exist, either separately or in connection therewith.

### **SECTION 1502. FRANCHISE TERMS, CONDITIONS AND PROCEDURES**

The Council shall, by ordinance, prescribe the terms, conditions and procedure under which franchises will be granted subject to the provisions of this Charter; provided, however, that such procedural ordinance or ordinances shall make provisions for the giving of public notice for franchise applications, for protests against the granting of such franchises and for public hearings on such applications.

The Council, in granting franchises, shall prescribe the terms and conditions of such franchises in accordance with the applicable provisions of this Charter and any ordinance adopted pursuant thereto, and may in such franchise impose such other and additional terms and conditions not in conflict with said Charter or ordinances, whether governmental or contractual in character, as in the judgment of said Council are in the public interest or as the people, by initiative, indicate they desire to have so imposed.

### **SECTION 1503. METHOD OF GRANTING FRANCHISE**

The Council may grant a franchise without calling for bids or may, in its discretion, advertise for bids for the sale of a franchise upon a basis, not in conflict with the provisions of this Article, to be set out in the advertisement for bids and notice of sale.

### **SECTION 1504. TERM OF FRANCHISE**

Every franchise shall be either a fixed term or for an indeterminate period. If for a fixed term, the franchise shall state the term for which it is granted; if indeterminate, it shall set forth the terms and conditions under which it may be terminated.

**SECTION 1505. PURCHASE OR CONDEMNATION BY CITY**

No franchise granted shall in any way or to any extent impair or affect the right of the City now or hereafter conferred upon it by law to acquire the property of the grantee thereof either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge either for a term or in perpetuity the City's right of eminent domain with respect to any public utility.

**SECTION 1506. ADEQUATE COMPENSATION**

No new franchise or renewal of an existing franchise shall be granted without reserving to the City just and adequate compensation.

**SECTION 1507. ARTICLE NOT APPLICABLE TO CERTAIN CASES**

Nothing in this Article shall be construed as applying to or requiring the operators of refrigeration or storage utilities or the carriers of freight or passengers not operating over a fixed route, or other public utilities or services not specifically described in this Article, to obtain a franchise to operate within the City unless required so to do by ordinance of the City of Hayward.

**SECTION 1508. EXERCISING RIGHT WITHOUT FRANCHISE**

The exercise by any person, firm or corporation of any privilege for which a franchise is required without procuring such franchise, shall be a misdemeanor; and each such day that such condition continues shall constitute a separate violation.

**SECTION 1509. ARTICLE NOT APPLICABLE TO CITY**

Nothing in this Article shall be construed to apply to the City, or any department thereof, when furnishing any public utility or service.

## **ARTICLE XVI. PUBLIC SCHOOL SYSTEM**

### **SECTION 1600. EFFECT OF CHARTER.**

The organization, government and administration of the public school system in the City of Hayward shall not be affected by the adoption of this Charter, but shall continue in existence as is now or hereafter prescribed by the Education Code of the State of California.

## **ARTICLE XVII. GENERAL PROVISIONS**

### **SECTION 1700. VALIDITY OF CHARTER**

If any provision of this Charter, or the application thereof to any person or circumstance is held invalid, the remainder of the Charter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

### **SECTION 1701. VIOLATIONS**

The violation of any provision of this Charter shall be deemed a misdemeanor and be punishable upon conviction by a fine not exceeding Five Hundred Dollars, or by imprisonment for a term not exceeding six months or by both such fine and imprisonment.






## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Steve Duran, City Manager 

**SUBJECT:** Departmental Priorities

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss the attached report, *Top Project and Program Priorities by Department* (Attachment A) and direct staff.

### **STRATEGIC PURPOSE**

This public discussion supports **Strategy L-1** - Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments, and **Strategy L-4** - Implement City Council policies and direction, **Short Term Goal:** Incorporate Council actions and direction into departmental goals.

### **FISCAL IMPACT**

The recommended action has no fiscal impact.

### **DISCUSSION**

The City Council initiated a citywide Strategic Planning project in 2013. The Council and staff held five "Community Cafés" and three targeted focus groups, using a professional facilitator, to get input from the community to be used in the development of a strategic plan for the City. Staff summarized the themes from each of the Café table discussions and staff has gathered additional input from the City Council, the Economic Development Commission, the Chamber of Commerce and a variety of individuals in the community. Additionally, staff worked through the Economic Development section of the proposed Plan with the Economic Development Commission (EDC) Strategic Plan Sub-committee and representatives from the Chamber of Commerce. The EDC approved the Economic Development section of the Plan for recommendation to the City Council. The initial Strategic Management Plan was approved by the City Council at the June 10, 2014 City Council meeting.

Updates to the Strategic Management Plan were discussed by the City Council and staff, with public comment, at the November 24, 2015 City Council meeting and City Council input was incorporated into a checklist for final Council direction at the January 12, 2016 City Council Meeting. Council direction was then incorporated into the current Strategic Management Plan dated February 16, 2016 (Attachment B).

**ATTACHMENTS**

- A. Top Project and Program Priorities by Department
- B. Strategic Management Plan dated 02/16/16

**City of Antioch  
Top Project and Program Priorities by Department  
January 2017**

**Preface**

In November of 2016 the City's senior management team reviewed the City's Strategic Management Plan and current work in progress to determine our current highest priority projects and programmatic activities for each department. While not disregarding any other strategic priorities, the following information summarizes the status of the City departments' highest priority activities in order to provide the City Council with a concise report as we move into full budget development mode for the 2017 – 2019 two year budget. The focus is not on ongoing items, but on initiatives and projects of impact.

**City Clerk**

**Improve the City's Records Management.** Complete computer database of all documents that have been checked out by City Staff from the Records Warehouse. Complete an inventory of all documents stored in the Records Warehouse and ensure all boxes are properly labeled and cataloged. Determine which documents should be reviewed by the City Attorney for destruction. This is under **Strategy L-5:** Effectively and efficiently manage City Council agenda preparation, noticing and records. **Status:** In progress.

**Improve the California Public Records Act request and tracking process with a commercially available software program.** Continue to provide timely responses to Public Records Requests, Grand Jury Reports and other public or community inquiries. This is under **Strategy L-2 - Enhance Public Access to Documents** and **Strategy L-3 - Encourage and enhance a culture of cooperation and transparency at City Hall.** **Status:** Staff has reviewed some software and is in process of determining cost effectiveness and preparing to seek bids. Documents include agendas, staff reports, resolutions, ordinances, and FPPC forms.

**Work with the IS Department to install an electronic kiosk allowing public access at City Hall** to City documents, and informational How-To's such as obtaining a business license, building permit, water service, etc. This is under **Strategy L-2 - Enhance Public Access to Documents** and **Strategy L-3 - Encourage and enhance a culture of cooperation and transparency at City Hall.** **Status:** Pending a software solution.

**Ensure proper filing and receipt of all original City contracts and agreements in the City Clerk's Office.** Work with departments to route all executed original contracts/agreements to the City Clerk's Office, including exhibits and insurance documents. Scan contracts/agreements into Laserfiche. Establish a data base to track key dates in contracts, such as expirations, insurance renewals and the like. This is under **Strategy L-5:** Effectively and efficiently manage City Council agenda preparation, noticing and records. **Status:** In progress.

**City of Antioch  
Top Project and Program Priorities by Department  
January 2017**

**Administrative Services / Human Resources**

**Attract and hire highly qualified candidates to fill funded vacant positions.** Continue focused, timely, and targeted recruitment efforts specific to the position and department needs, particularly for sworn Police positions. Continue to enhance efficiencies and streamline recruiting processes are continued, and implemented as appropriate. Establish process timelines at the outset of each recruitment, including deadlines for all phases of the process. This is under **Strategy L-10** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development. **Status:** the process and tracking system have been established. Recruiting and hiring is ongoing.

**Continue to serve as lead staff or labor negotiations and MOU implementation.** Continue to build trust in the relationships with our employees and our labor partners as part of our employer/employee and labor relations efforts. Continue to lead labor negotiations with the various City Employees Unions and Associations. This is under **Strategy L-10** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development. **Status:** In Progress. Tentative Agreements approved by the City Council for APOS, APSMA, Local 3, Confidential Unit and the Management Unit. Staff will continue to work with the Unions to finalize the MOU's to incorporate the Tentative Agreements. Staff will be in negotiations with Local 1 (MOU expiration March 31, 2017) and Treatment Plant Employees' Association (TPEA) (MOU expiration September 30, 2018).

**Work with the Municipal Pooling Authority to conduct training with departments and resurrect the Safety Committee.** This is under **Strategy L-13** - Enhance the City's Safety and Loss Control Program. **Status:** Staff is exploring explore the cost of training and management of an ongoing Safety Program and the Citywide Safety Committee now meets quarterly.

**Draft and negotiate new Personnel Rules.** Review and update Administrative Policies and Procedures, as needed. Initiate review of the Employer/Employee Relations Resolution from 1975 and update as necessary. This falls under **Strategy L-12:** Update and improve foundational policies, procedures and documents related to Human Resource management. **Status:** Staff is in process of reviewing the Personnel Rules and Employer/Employee Relations documents prepared by Jackson Lewis LLP and will communicate any necessary changes to Jackson Lewis LLP upon completion of review. After all changes are made, staff will meet and confer with the Unions.

# City of Antioch

## Top Project and Program Priorities by Department

### January 2017

#### Information Systems

**Implement findings from security assessment report.** This is under **Strategy P-1:** Enhance the City's overall data security environment. **Status:** In progress.

**Replace aging desktop hardware and software.** This is under **Strategy P-2:** Continue equipment replacement efforts. **Status:** Currently working on Police Department CAD and Community Development permit software.

**Update and upgrade MS Outlook server and system.** This is under **Strategy P-2:** Continue equipment replacement efforts and **Strategy P-3:** Implement organization wide server and desktop virtualization to provide the ability to run multiple servers or desktops on a single piece of hardware and thereby increase efficiencies. **Status:** In progress.

#### Finance

**Prepare the budget for the fiscal year 2017 – 2019 budget cycle.** The 2015-2017 budget cycle will be ending on June 30, 2017 and work on the 2017 -2018 budget is underway. This is under **Strategy O-1** - Improve the City's financial stability by implementing a two-year budget cycle and ensuring that each fiscal year's budget is balanced. **Status:** Finance, Administration and the City Manager have begun meetings with department heads for budget review at the departmental level.

**Ensure financial records and reports are accurate, reliable, and timely.** This includes the Comprehensive Annual Financial Report (CAFR) and other financial statements, monthly budget status updates provided electronically to the City Manager and Council, and quarterly budget updates posted to the City's website. This is under **Strategy O-3** - Ensure financial records and reports are accurate, reliable, and timely, including the Comprehensive Annual Financial Report (CAFR) and other financial statements, monthly budget status updates provided electronically to the City Manager and Council, and quarterly budget updates posted to the City's website. **Status:** All reports are on schedule.

**Complete dissolution of Antioch Development Agency.** The Antioch Development Agency (Agency) was officially dissolved by the State of California under AB 1X26. The City of Antioch elected to become the Successor Agency to the Antioch Development Agency and, in that capacity, is tasked with winding down operations of the former Agency until all obligations of the former Agency are satisfied. Obligations are expected to last until 2032. This is under **Strategy M-1** - Complete dissolution of Antioch Development Agency by 2032. **Status:** Staff is working with legal counsel on implementation of successful lawsuit against state Department of Finance (DOF), but a second lawsuit may be necessary, as the DOF in misinterpreting the loan agreement with the Department of Boating and Waterways. Finalize and implement the Bond Spending and Expenditure Agreement and get DOF approval. Continue to implement the approved Long Range Property Management Plan.

# City of Antioch

## Top Project and Program Priorities by Department

### January 2017

#### Economic Development

**Complete lease of old Humphrey's Restaurant building to Everett & Jones (E&J)** of Oakland. This is under **Strategy G-1: Grow Antioch's Economy through Economic Development Activities.** **Status:** A mutual confidentiality and nondisclosure agreement was executed on July 11, 2016 to ensure that all negotiations for this project are confidential. A draft lease has been produced and negotiations have been ongoing since the City Council approved a Letter of Intent (LOI). E&J is finalizing cost estimates for repairs and remodeling of the building. Staff expects to have a final lease for City Council approval in January 2017.

**Complete negotiation of a disposition and development agreement with City Ventures for multiple downtown sites.** On August 25, 2015, after considering various alternatives, the City Council gave direction to staff to negotiate exclusively with real estate development company City Ventures for the development of sites owned by the City. This is under **Strategy G-1 - Grow Antioch's Economy through Economic Development Activities, Strategy G-2 - Continue to focus on community enhancements, such as Downtown/Rivertown development, Hwy 4 expansion, BART Specific Plan implementation, and future ferry service, and Strategy G-3 - Determine and Prioritize Geographical Areas of Focus** (one "Priority Development Area" is the Downtown Specific Plan area). **Status:** Staff is in negotiations with City Ventures for quality market-rate, for-sale housing affordable for working families and retail development on multiple Downtown sites. A disposition owned by the City. The Disposition and Development Agreement under negotiations will define the project and establish the scope of work that will provide a basis for environmental review under the California Environmental Quality Act (CEQA) and for finalizing price and terms that will constitute a contractual agreement when approved by the City Council and executed by the parties. Staff expects to have an agreement for consideration by the City Council in February 2017.

**Continue to assist owners, developers and brokers of key Antioch sites for business attraction and retention.** This program includes outreach and participation in informational forums of commercial real estate brokers, developers, landlords, retailers and other businesses in order to create a great accessibility relationship between city staff and commercial brokers that help develop a "business friendly" model for future projects. This is under **Strategy G-1: Grow Antioch's Economy through Economic Development Activities.** **Status:** Staff has provided key information and, in one case negotiated business incentives, in collaboration with state and regional economic development partners to attract and grow businesses in Antioch. Key site involvement has included the Four Star site, the Antioch Distribution Center and the former AAA site, among others, as well as assisting Rivertown businesses in a variety of ways. Staff will continue to

**Continue Antioch Marketing campaign.** This effort includes the development and distribution of marketing materials in various forms, from written, materials, videos, advertizing and social media. This is under **Strategy G-5 - Create and Implement a Marketing Campaign for Antioch.** **Status:** Staff has commissioned two videos to

## **City of Antioch Top Project and Program Priorities by Department January 2017**

promote Antioch, created a marketing tag-line (*Business and Family Friendly – Come Grow with Us!*), placed ads in local and regional publications, produced two annual City Reports that were mailed to all residents and served as marketing hand outs, produces marketing give-away gifts, and promoted Antioch through social media.

### **Parks & Recreation**

**Conduct Council policy and funding discussion regarding the construction and maintenance of restrooms in City parks.** Some community members have requested restrooms at certain parks. The City, however, has no established policy on the criteria to determine which parks should have restrooms. This is under **Strategy J-1:** Increase the use of the City's recreation facilities and programs. **Status:** This discussion is scheduled to commence in early 2017.

**Update agreement between City and Senior Citizen's Club;** review and evaluate senior programs & events. This is under **Strategy J-1:** Increase the use of the City's recreation facilities and programs. **Status:** In progress.

**Revise the group party package/admission/fee program to increase revenue, improve services.** This is under **Strategy J-2:** Improve Aquatics Program Delivery. **Status:** In progress, to be completed before Memorial Day.

**Develop and implement a plan to build basketball courts at Contra Loma Park.** This falls under **Strategy J-3:** Enhance and expand youth and adult athletic programs. **Status:** In progress.

**Develop and implement a special event permit fee program;** introduce new fees to recover City expenditures at Waldie Plaza and other public venues. This is under **Strategy J-5:** Decrease General Fund subsidy to Recreation programs. **Status:** In progress.

### **Community Development**

**Complete the Downtown Specific Plan.** This is under **Strategy H-3:** Support public/private partnership efforts to implement plans and policies pertaining to key development areas. **Status:** This effort is nearing completion and is scheduled for the Planning Commission in January and the City Council in February 2017.

**Complete the Land Use Element of the General Plan and the corresponding update of the Zoning Ordinance.** This is under **Strategy H-2:** Update long range planning documents. **Status:** In progress to be complete in mid-2017.

**Complete a Community Development cost and fee study.** This is under **Strategy H-4:** Streamline entitlement and permit processes. **Status:** In progress.

## **City of Antioch Top Project and Program Priorities by Department January 2017**

**Review the General Plan and create an update process and schedule.** This is under **Strategy H-2:** Update long range planning documents. **Status:** Begin and complete in 2017.

### **Homelessness Task Force**

**Conduct regular interdepartmental Homelessness Task Force Meetings to develop tactical approaches to solving problems related to homelessness and to ensure good staff communication and coordination of field work.** This is under **Strategy D-2:** Create a multifaceted team of resources that can assemble to address areas that habitually experience any combination of criminal, illegal, blighting, and nuisance activities and/or conditions. **Status:** The task force, including Police, Code Enforcement, and Public Works staff meets regularly and coordinates efforts in the field.

**Coordinate efforts between City Departments, County, other public agencies, and faith-based and non-profit organizations to achieve most effective use of available resources to provide information, assistance and enforcement to individuals effected by homelessness.** This is under **Strategy D-1:** Improve existing community partnerships and realize new partnerships to help improve neighborhoods and reduce blight. **Status:** In progress.

### **Public Works**

**Ensure that any negative impacts of the proposed California “Water-Fix” project on Antioch’s ability to draw water from the San Joaquin River are fully mitigated.** This is under **Strategy K-2:** Protect the City’s water rights and deliver high quality water to our customers. **Status:** City staff and consultants continue to challenge the state Water Resources Board on the flawed studies they are using to project impacts and to insist mitigation of harm the project would inflict upon Antioch.

**Continue feasibility study and cost estimating for a brackish water desalination plant for Antioch, and explore funding strategies.** This is also under **Strategy K-2:** Protect the City’s water rights and deliver high quality water to our customers. **Status:** Preliminary Feasibility study is complete and engineering studies for cost estimating are underway.

**Continue West Antioch Creek flood control project.** This is under **Strategy K-1:** Ensure well maintained public facilities, rights-of-way and parks. **Status:** In progress.

**Complete renovation plans for Waldie Plaza and develop a phase 1-A for Waldie Plaza renovation and implement improvements.** This is under **Strategy K-4:** Prioritize infrastructure improvements to coincide with Economic Development goals. **Status:** Updated concept plans are in progress based on input from Parks & Recreation Commission and City Council. Staff is scoping a phase 1-A plan that can be accomplished within the next six months.



# City of Antioch

## Top Project and Program Priorities by Department

### January 2017

#### Police Department

**Hire, train and equip additional sworn and civilian police personnel and maximize sworn Police Officers deployed in the field.** This is under **Strategy A-1:** Rebuild police services. **Status:** Since passage of measure C, 4? sworn officers have been hired and, after accounting for attrition, the number has gone from 82 to 9? and moving toward 102 funded positions.

**Add more automated license plate reading (ALPR) cars to patrol fleet; add community cameras to existing program; update wireless technology in patrol vehicles and consider body cameras and drone technology.** This falls under **Strategy A-3:** Improve public safety using technology. **Status:** License plate readers, community cameras and wireless technology in cars are in progress. Body cameras and drone technology are being reviewed for process, liabilities and costs of implementation.

**Partner with Animal Rescue Services (ARF) to improve Animal Services and develop recommendations for long term strategies for the delivery of animal services.** This is under **Strategy C-1:** Deploy limited resources effectively to provide animal control services. **Status:** A Memorandum of Understanding has been executed with ARF; additional staff has been approved and is being hired; and recommendations to the City Council are expected in January or February 2017.

**Update the Emergency Operations Plan and conduct annual training for all City staff and City Council.** This is under **Strategy B-1:** Plan for emergencies, and conduct staff training and exercises to prepare for emergencies. **Status:** Operations plan and updating of materials is in progress and staff training is ongoing. Council training needs to be developed and a training session planned.

**Strategic Management Plan  
Update**

**City of Antioch, California**

**February 16, 2016**

**Strategic Management Plan Update  
and Status Report  
City of Antioch, California  
February 16, 2016**

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# **Strategic Management Plan Update and Status Report City of Antioch, California**

## **PURPOSE**

The purpose of this Strategic Management Plan Update and Status Report is to update the Strategic Plan approved by the City Council on June 10, 2014 and inform the Council of the status the Plan. The Status Report is Addendum 1 to this updated Plan and provides detail as to the status of each objective in the Plan. The Status Report was separated so that the updated Plan would be a more concise forward looking document.

The Plan is designed to help the City realize its Vision and Mission noted below. It is a business plan comprised of long term goals and strategies, and short term goals with the over-arching goal of making life better for the people of Antioch. It is not a General Plan that documents how the City is to be built out and what it will look like when it is. This Strategic Management Plan Update will serve to guide the City Council and staff in the implementation of the City government's priorities. By updating the status of the City's prioritized goals, this updated Plan will enable the staff to strategically direct resources in accordance with City Council policy and to continue to measure success in a way that is transparent to the community. On January 12, 2015, the City Council approved updates to the Strategic Management Plan and those changes are incorporated herein.

## **VISION**

The vision statement for the City of Antioch is well stated on the banner hanging in the City Council Chamber:

"The City of Antioch:

- A community that is proud of it's heritage;
- A community that provides an opportunity to live, learn, work, worship, and play in a safe, stimulating and diverse community;
- A community that is a responsible steward of it's economic and natural resources;
- A community that recognizes its responsibility to the larger Delta Region, and will be a pro-active advocate and a leader in promoting regional cooperation."

## **MISSION**

The City's mission is to lead and unify our diverse community and enhance the quality of life in Antioch by providing effective, efficient, and innovative municipal services with integrity.

## **STRATEGIC ANALYSIS – INTERNAL AND EXTERNAL ENVIRONMENT**

In order to determine our goals and strategies, the City must understand and operate within an environment consisting of internal and external opportunities and constraints. An assessment of this environment is helpful in this effort. The Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis has been updated to reflect the current status.

### Strengths

- Location of the City: Access to the San Joaquin River, rail transportation, State Highway 4, eBART, and proximity to major employments centers.
- Room to grow: With the annexation of over 500 acres in the northeast and undeveloped land to the south, Antioch has room for businesses and families to grow.
- Affordable real estate: Excellent quality and relatively affordable housing and land make Antioch an attractive alternative for growing businesses and families.
- Positive business environment: The City Council, staff, and the Economic Development Commission continue to work with the Chamber of Commerce and other stakeholders toward a more business friendly environment.
- Strong sense of community: Civic pride and sense of ownership are evident in the civic organizations and the enthusiastic volunteerism in Antioch.
- Excellent City employees: City staff is highly competent, hard-working and dedicated to serving the people of Antioch.
- Measure C and Measure O funding is enabling the City to enhance Police and Code Enforcement with additional staff and reduce the City's projected structural deficit. The passage of these measures demonstrates that the community appreciates the difficult financial position of the City.
- Community participation: The Community Cafés were conducted to inform the June 10, 2015 Strategic Plan. The level of volunteer participation in City programs indicates a high level of community caring for the City.
- Water rights: The City's water rights to the San Joaquin River have the potential to contribute to various industrial and technological endeavors.
- Crime has declined over the last couple of years and the Police Department has Measure C funding to hire more officers.

### Weaknesses

- The City's finances, while significantly improved, are still not adequate to provide high levels of service to the community and the City's general fund budget is still projected to go negative within a few years.
- The City's revenues are not sufficient to provide the level of services necessary to adequately maintain the City's infrastructure in the long run or to provide the level of responsiveness that all City departments would like to provide to the community.
- Economic development will not significantly increase revenues for at least a few more years.
- The golf course and recreation operations are running significant deficits and draining General Fund reserves.
- Antioch's reputation suffered in recent years due to crime and blighting conditions.
- The City's attributes are not widely known outside of east Contra Costa County.

### Opportunities

- Business processes can and are being streamlined.
- The structural deficit can be eliminated through growth of the City's tax base and improved revenues from the golf course and recreation programs, especially the water park.
- Sale or privatization of the golf course, water park and marina could bring in revenue and/or reduce net costs.
- The widening of State Route 4 and the new BART station can be leveraged, along with the Northern Waterfront Economic Development Initiative, to attract residential and commercial development.
- Increases in City revenues can be enhanced by increasing economic development activities and encouraging a business friendly culture at City Hall.
- There is an opportunity to brand Antioch as business friendly and family friendly.
- Downtown "Rivertown" is a local branding opportunity.
- The City's downtown can be revitalized through transit-oriented development, which will bring customers for downtown businesses.
- Increased use of the San Joaquin passenger rail line and bringing ferry service downtown will further enhance downtown vibrancy.
- The City's water rights could be leveraged into economic development opportunities in desalinization, manufacturing, agriculture and/or bio-tech.
- Measure C and Measure O revenues will enhance police and code enforcement capabilities and reduce projected operating budget deficits.
- Improved use of volunteers can enhance blight eradication efforts.

### Threats

- Failure to deal with the projected structural deficit in the short term will make things worse in the long term. Measure C will have to be extended in a few years or levels of services will have to be cut through layoffs and other measures.
- Inadequate funding for all community desires can lead to pressure to loosen fiscal restraint or to lose focus on top priorities for the overall community.

- Continued and increasing upstream diversions of water from the Delta are detrimental to the quality of water to which the City of Antioch has rights, adding costs to getting water suitable for drinking and other uses, and threatening our recreational resources and economy.
- Continuing issues with crime, blight, homelessness and feral cats can hinder the City's efforts to emerge from the recent recession as a vibrant and desirable community.

## **TOP PRIORITIES**

The City Council initiated a citywide Strategic Planning project in 2013. The Council and staff held five "Community Cafés" and three targeted focus groups, using a professional facilitator, to get input from the community to be used in the development of a strategic plan for the City. Staff summarized the themes from each of the Café table discussions and staff has gathered additional input from the City Council, the Economic Development Commission, the Chamber of Commerce and a variety of individuals in the community.

The top priorities expressed by the City Council and supported by a consensus of the community were and still are:

- Reduce crime, especially violent crime, through enhanced police services.
- Eliminate blight through enhanced code enforcement activities.
- Improve the business climate and enhance revenues through economic development efforts.

Weaved throughout this Plan are strategies and actions designed to maximize the City's efforts in these areas, while not neglecting other important services.

## **IMMEDIATE CHALLENGES**

- The biggest challenge that the City faces is its finances. Even with Measure C and Measure O funding, the General Fund is still projected to run a structural deficit in a few years and Measure C will expire in 2020, reducing projected General Fund revenues by about \$7 million. In addition, the City has significant unfunded liabilities and needs to start reducing these liabilities systematically over time. Without adequate funding, the City will struggle to effectively deal with other issues.
- The reduction of crime and blight in the short term is essential to the City's well being and image. Key to this includes working with the schools to reduce anti-social behavior, such as drug use, loitering, fighting, graffiti and tagging. There has been progress in this area, but there is still work to do. Also important will be blight eradication efforts. Success in these areas will enhance economic development efforts and vitality in Antioch.

- The City, as a whole, must strive to be business-friendly which can be defined as follows:

“Explicit attempts to reduce the barriers, costs, risks and uncertainties of all forms of commercial activity to stimulate and support local business growth, local business retention, and the attraction of new business to the local area.” (*G. Clark and J. Huxley, Business Friendly Cities: City Government and the Local Business Growth and Investment Climate, September 2011.*)

The most significant challenge to creating a business-friendly Antioch is reduced staffing, which has created heavy workloads that can lead to process delays and reduce proactive actions by staff. Staff will continue to streamline processes where possible and to provide high quality service in the timeliest manner feasible. In addition, improved communications with the community and beyond can inform residents, businesses and visitors of Antioch’s resources and attributes.

## **LONG TERM GOALS, STRATEGIES, AND SHORT TERM OBJECTIVES**

The following long-term goals, strategies, and short term objectives are not in a prioritized order, but rather start with functions that have the most direct impact on the community and flow to the essential support services that enable all City departments to function.

Based on input from the community gained through a community café process, as well as input from the City Council, staff, and community members, the long term goals for the City and the strategies and short term objectives to achieve them are as follows:

The attached Addendum A to this Strategic Plan Update is called “Status of Strategic Plan Goals & Objectives” and provides the status of the City’s efforts under the categories outlined below.

**Long Term Goal A: Crime Reduction** - Reduce crime and improve public safety throughout the City.

The primary function of the Antioch Police Department (APD) is to protect life and property in the City of Antioch. The APD, along with other City departments, had to do more with less in recent years due to reduced revenues to the City. Even with new funding for the APD through Measure C, APD will have to be as cost efficient as possible in order to maximize effectiveness.

In order for the City of Antioch to significantly improve its police services to the community, it must focus on recruiting/retention of Officers, creating specialized bureaus to proactively address community issues, filling vacant support staff positions, maintaining and



increasing our partnership with the public, explore and implement technology when possible, and constantly evaluate the most efficient way to provide services to our community.

**Strategy A-1:** Rebuild police services. (The short term objectives remain the same and are all in progress)

**Short Term Objectives:**

- Continue to evaluate the current deployment model of staff.
- Hire, train and equip additional sworn and civilian police personnel.
- Maximize sworn Police Officers deployed in the field.
- Utilize Community Service Officers when possible.
- Continue succession planning based on projected vacancies.
- Recognize and acknowledge high performing staff.
- Adopt Lexipol standard policies.

**Measures of Success:**

- Reduced response times. (Ongoing)
- Improved customer service - reduced citizen complaints. (Ongoing)
- Reduced “forced” overtime. (Ongoing)
- Increased arrests. (Ongoing)

**Strategy A-2:** Strategically deploy police resources and implement community policing strategies.

- As staffing increases, deploy additional Officers to higher crime areas based on intelligence based policing.
- Create specialized staff teams that address community issues (Traffic, Gangs, Drugs, Schools, Violent Crime)
- Empower community policing staff to identify, analyze and implement solutions to address criminal behavior and improve quality of life.
- Expand Neighborhood Watch Programs throughout the City.
- Develop and institute a process through which homeowners are notified of excessive calls for police services or illegal activities at their properties.
- Consider a year-round juvenile curfew. Work with the school district on truancy aspects to structure and implement.
- Work with school district to fund and deploy School Resource Officers (SROs).
- Create a restorative justice process in coordination with the District Attorney to require Community service for property crimes.

- Continue the Police Chief's quarterly crime statistic reports to the City Council and community.

**Measures of Success:**

- Reduced response times. (Ongoing)
- Reduced Part 1 Crime. (Ongoing)
- Increased traffic citations. (Ongoing)
- Increased drug and weapons seizures. (Ongoing)
- Increased arrests. (Ongoing)

**Strategy A-3:** Improve public safety using technology

**Short Term Objectives:**

- Add fingerprint readers to patrol cars. (Completed)
- Add more automated license plate reading (ALPR) cars to patrol fleet.
- Add community cameras to existing program.
- Update wireless technology in patrol vehicles.
- Work with the Pittsburg Police Department on video monitoring and coordination.

**Measures of Success:**

- Increased recovery of stolen vehicles by ALPR cars. (Ongoing)
- Increased Officer "in-service" time. (Ongoing)
- Increased clearance rates of crimes where cameras are present. (In Progress)
- Interoperability communication with allied police agencies. (Completed)
- Reduced hold time and busy signals for calls received to police dispatch. (Ongoing)

**Long Term Goal B: (NEW) Emergency Operations.** Ensure that City staff is trained and prepared to effectively manage and respond to disaster incidents in the City and the region.

**Strategy B-1:** Plan for emergencies, and conduct staff training and exercises to prepare for emergencies.

**Short Term Objectives:**

- Update the Emergency Operations Plan.
- Update Emergency Operations Center staffing matrix.
- Conduct annual training for all City staff and City Council.
- Conduct annual training for Emergency Operations Center staff to include one training session for each individual section, one tabletop exercise for each team

(Primary/Secondary), an annual exercise for each team (Primary/Secondary) and a post annual exercise debriefing for each team (Primary/Secondary).

**Long Term Goal C: Animal Control.** Protect public health and safety, and animal welfare, through Animal Control Services.

Antioch Animal Control Services is part of the Police Department. Established by voter initiative, this unit is responsible for dealing with all laws, ordinances, safety and health issues related to animals in the City. Of particular concern recently is the proliferation of feral cats and dealing with potentially dangerous and vicious dogs.

**Strategy C-1:** Deploy limited resources effectively to provide animal control services.

**Short Term Objectives:**

- Fill all vacant/funded Animal Care Attendant positions
- Enforce applicable laws and ordinances.
- Manage animal control facility.
- Coordinate work with Police Officers, Public Works and Code Enforcement.

**Measures of Success:**

- Budgeted positions filled. (In Progress)
- Completed deferred maintenance projects on shelter.(In Progress)
- Improved inter-departmental coordination. (Ongoing)

**Strategy C-2:** Increase animal neutering and adoptions.

**Short Term Objectives:**

- Continue and increase outreach to rescue groups and adoption groups.
- Develop and implement a plan to increase neutering of feral cats and decrease this population.
- Increase public's awareness regarding spaying and neutering animals.

**Measures of Success**

- Increased spaying and neutering. (Ongoing)
- Increased adoptions. (Ongoing)
- Increased number of animals delivered to rescues. (Ongoing)
- Decreased euthanasia. (Ongoing)

**Long Term Goal D: Blight Eradication.** Eradicate blight through code enforcement and blight abatement.

Code Enforcement staff ensures compliance with local and State codes to ensure a safe, healthy, and attractive community through fair and efficient application of the codes. Partnering with the Police and Public Works staff, and with community volunteers, Code Enforcement is the City's key to blight eradication.

**Strategy D-1:** Improve existing community partnerships and realize new partnerships to help improve neighborhoods and reduce blight.

**Short Term Objectives:**

- Standardize the communication protocol for reporting violations or concerns to the City including improvements of internal information distribution and staff follow-up.
- Create partnerships with not-for-profit, community, business, and volunteer programs to identify resources to assist with the resolution of code violations.
- Establish and maintain working relationships with neighborhood and civic groups that perform clean-ups and other proactive blight fighting activities.
- Improve response times for reports of dumping, graffiti and other "broken window" blighting conditions.

**Measures of Success:**

- Creation of written and electronic reporting protocols. (In Progress)
- Increase number of groups partnered with the City and an outline of the partnership activities. (Ongoing)
- Benchmark responses to blight reports, including Go-Requests at less than 48 hours.

**Strategy D-2:** Create a multifaceted team of resources that can assemble to address areas that habitually experience any combination of criminal, illegal, blighting, and nuisance activities and/or conditions.

**Short Term Objectives:**

- Identify geographical areas that have significant criminal, illegal, blighted, and nuisance activities and/or conditions.
- Identify internal resources to help.
- Identify local governmental resources to help.
- Identify non-profit, community groups, or volunteers to help.
- Bring all resources together as an effective working group.
- Work with Graffiti Committee to create a multifaceted team that can assemble resources to address areas that habitually experience a combination of criminal, illegal, blighted, and nuisance activities and/or conditions.

**Measures of Success:**

- List of identified areas. (In Progress)
- Establishment of multifaceted team. (Completed)
- Reduction in police calls for service and code violations for a specific period of time measured before and after the area has been addressed. (Ongoing)

**Strategy D-3:** To grow the Code Enforcement staff in number and efficacy.

**Short Term Objectives:**

- Provide training and education opportunities for staff in technical aspects of Code Enforcement.
- Provide training in some less-traditional areas such as public relations, workgroup/volunteer management, outreach and trust building with diverse populations.
- Research and implement best practices and stay up to date on newest laws and trends as well as effective programs offered by other jurisdictions.

**Measures of Success:**

- A well trained staff that can complete technical duties and diplomatically deal sometimes difficult interpersonal encounters. (Ongoing)
- Code Enforcement creating partnerships and collaborations with diverse groups or populations with a common desire to resolve an issue. (In Progress)

**Long Term Goal E: Building Safety.** Provide uniform enforcement of the Building, Housing, Municipal codes and state laws in the City of Antioch with an emphasis on eliminating illegal or substandard housing conditions.

**Strategy E-1:** Improve detection of and outreach to problem properties in order to focus limited resources.

**Short Term Objectives:**

- Create and implement an outreach strategy to residents of illegal or substandard housing.
- Outreach to real estate professionals and property management professionals to educate them on identifying and reporting illegal or substandard housing conditions.
- Create and distribute information pertaining to illegal or sub standard housing in languages other than English to better reach our residents.
- Create partnerships with non-profits and other government agencies to assist residents often displaced by illegal or substandard housing conditions.

**Measures of Success:**

- Number of meetings and events with real estate and property managers. (In Progress)

- Creation of relevant print and electronic literature in languages other than English. (In Progress)
- Increase of resources and resource material to offer residents of substandard housing. (In Progress)
- Increase in number of cases reported by tenant, real estate professional or property manager. (Ongoing)

**Long Term Goal F: Environmental Enhancement.** Pollution prevention (NPDES), water conservation, energy and carbon conservation, and waste prevention.

Through Environmental Resources staff, develop and implement programs, policies, outreach and education to create a community of residents, businesses and organizations that take actions to reduce their environmental impact while creating a vibrant and healthy climate in Antioch.

**Strategy F-1:** Exceed environmental regulation compliance in all resource areas.

**Short Term Objectives:**

- Focus limited staff on programs and resource areas where partnerships are available or programs are legislatively required.
- Reduce the incidents of illegal dumping and littering in the city.
- Create a water conservation outreach and education plan to encourage voluntary reductions in response to state-wide drought.
- Finalize the 2010 re-inventory of greenhouse gas emissions and approve the Energy Action Plan.
- Maintain existing programs at previous or higher participation levels.
- Increase commercial recycling participation.
- Install additional full trash capture devices in required areas and reassess trash management areas as necessary.
- Continue administering storm water permit requirements such as:
  - inspections of construction sites, maintenance yard, C.3 facilities, and identified priority businesses.
  - permit coverage of capital improvement projects, City maintenance yard, aquatic pesticide, and city-wide storm water system.
  - Review and inspect development projects subject to C.3 and hydrograph modification management.
  - Annual creek hot spot cleaning.
- Adopt and implement County integrated pest management policy.
  - Provide annual updates, including policies, procedures and best management practices, to City storm water staff.

**Measures of Success:**

- Increased number of outreach events attended and personal contacts made. (Ongoing)
- Increased number of residential garbage service accounts. (Ongoing)
- Increased commercial diversion rate for materials collected by Republic Services. (Ongoing)
- Increased number of participants in clean up events such as Keep Antioch Beautiful and Coastal Cleanup Days. (Ongoing)
- Decreased monthly water production totals. (Ongoing)
- Increased stormwater permit compliance. (Ongoing)
- Maintenance of good standing with regional Water Board. (Ongoing)
- Accurate tracking of type and volumes of trash collected in trash capture devices and hot spot cleaning. (Ongoing)
- Verification of construction and operation of C.3 facilities. (Ongoing)

**Long Term Goal G: Economic Development.** Grow the City out of Recession.

In order for the City of Antioch to significantly improve its financial strength, it must take advantage of the current economic upswing and other positive factors. The City must leverage the economic recovery, Highway 4 widening, BART and annexation to grow Antioch's economy in general to improve the quality of life in Antioch. The City must grow out of its financial difficulties in order to help local businesses prosper, create more local jobs and increase the City's revenues so that adequate municipal services can be provided on an ongoing basis.

**Strategy G-1:** Grow Antioch's Economy through Economic Development Activities.**Short Term Objectives:**

- Work with the Chamber of Commerce to create and implement a plan for outreach to existing business.
- Increase outreach to real estate brokers and developers.
- Increase regional outreach to retailers and other businesses most likely to prosper in Antioch.
- Design economic incentives and criteria for key business ventures on a case by case basis.

**Measures of Success:**

- Completed business outreach plan. (In Progress)
- Increased number of meetings with existing businesses. (Ongoing)
- Increased number of meetings and events with real estate brokers and developers. (Ongoing)
- Increased development applications and development. (Ongoing)
- Increased new business license applications. (Ongoing)

- Increased sales tax revenue. (Ongoing)
- Decreased commercial and retail vacancy rates. (Ongoing)

**Strategy G-2:** Continue to focus on community enhancements, such as Downtown/Rivertown development, Hwy 4 expansion, BART Specific Plan implementation, and future ferry service.

**Short Term Objectives:**

- Work with possible developers, particularly for the City/Successor Agency owned parcels downtown, once the Department of Finance approves the Long Range Property Management Plan for the Successor Agency parcels.
- Continue to work with east county cities, CCTA, BART, CalTRANS, and the Water Emergency Transportation Authority (WETA).

**Measures of Success:**

- Appropriate residential and commercial development occurs downtown. (In Progress)
- BART service begins and development in the surrounding area is generated, in accordance with the Hillcrest Station Area Specific Plan. (In Progress)
- WETA deems a ferry terminal in Antioch a viable opportunity. (In Progress)

**Strategy G-3:** Determine and Prioritize Geographical Areas of Focus.

**Short Term Objectives:**

- Focus limited resources on Priority Development Areas and Somersville and L Street corridor areas.
- (New) Complete Downtown Specific Plan.

**Measures of Success:**

- Identification of key commercial development opportunities. (In Progress)
- Successful solicitation of developers and end users for key commercial opportunities. (Ongoing)
- Implementation of BART Priority Development Area Specific Plan. (Ongoing)
- Updating and implementation of the 2006 Downtown Plan. (In Progress)
- (New) Completion of Downtown Specific Plan.

**Strategy G-4:** Participate in regional knowledge sharing, strategies, branding and marketing with regional partners, such as the East Bay Leadership Council, Contra Costa Economic Partnership, East Bay Economic Development Alliance, the Northern Waterfront Economic Development Initiative, the Workforce Development Board, the Small Business Development Centers, the Health & Wealth Initiative, and the Chamber of Commerce & EC2, as well as other east county cities.



**Short Term Objectives:**

- Participate in regional knowledge sharing, strategies, branding and marketing with the East Bay Leadership Council, Contra Costa Economic Partnership, East Bay Economic Development Alliance, EC2, and the Northern Waterfront Economic Development Initiative.
- Participate in regional requests for proposals for development opportunities.
- Work toward implementation of the “TriLink” State Route 239 project to connect State Route 4 to Interstate 580/205 as part of the “Diablo Loop.”
- (New) Prioritize Antioch regional transportation priorities.

**Measures of Success:**

- Increased number of businesses and other resources moving to Antioch and the region. (Ongoing)
- Increased number of businesses and other resources expanding in Antioch and the region. (Ongoing)
- Prioritization of Antioch Transportation priorities. (Completed)

**Strategy G-5: Create and Implement a Marketing Campaign for Antioch.****Short Term Objectives:**

- Advertise in regional publications.
- Continue to utilize social media.
- Support Antioch Chamber’s “Shop Local” campaign.
- Obtain Funding for Downtown Antioch events.
- Increase the use of social media, such as Facebook and Twitter in marketing efforts.

**Measures of Success:**

- Increased number of advertisements. (In Progress)
- Increased number of calls on advertisements. (Ongoing)
- Increased funding obtained for events. (Ongoing)

**Long Term Goal H: Planning, Entitlements and Permitting.** Provide consistent and efficient entitlement, permitting, and development services to the public.

Planning and Building staff guide the orderly development and economic revitalization of Antioch through the implementation of adopted codes, policies and plans in the most efficient manner possible. Staff is working toward improving customer service while moving projects forward.

**Strategy H-1: Improve the City's Business Processes.**

**Short Term Objectives:**

- Streamline Planning and Building processes.
- Improve customer services.
- Increase Planning/Building counter hours of service.
- Improve telephone and internet customer interfaces.

**Measures of Success:**

- Reduced number of days for permit processing. (Ongoing)
- Increased number of active business licenses. (Ongoing)
- Increased number of administrative approvals. (Ongoing)
- Reduced time needed for public to get basic information. (Ongoing)

**Strategy H-2: Update long range planning documents.**

**Short Term Objectives:**

- Update the Housing Element and complete implementation (state mandate).
- Update the Land Use Element of the General Plan.
- Update the Zoning ordinance to reflect Land Use Element updates.
- Explore feasibility of new annexations.

**Measures of Success:**

- State certified Housing Element. (Completed)
- Reduced number of General Plan and zoning amendment requests. (In Progress)
- Begin annexation process. (In Progress)

**Strategy H-3: Support public/private partnership efforts to implement plans and policies pertaining to key development areas.**

**Short Term Objectives:**

- Support build-out of the East Lone Tree Focus Area (north of Slatten Ranch).
- Support implementation of the Hillcrest Specific Plan and Priority Development Area (BART).
- Support implementation of Rivertown Priority Development Area.
- Work with the County and other east county cities to increase support for ferry service in Downtown Antioch.
- Continue to seek funding for ferry service and ongoing ferry costs of operations.

**Measures of Success:**

- Permits issued for new development in the East Lone Tree Focus Area. (Ongoing)

- Identification of grant funding or approval/permitting of private catalyst project to jump start construction of infrastructure in Hillcrest Specific Plan area. (In Progress)
- Secure grant funding for a Rivertown specific plan. (Completed)
- Approval/permitting of Rivertown catalyst project. (In Progress)

**Strategy H-4:** Streamline entitlement and permit processes.

**Short Term Objectives:**

- Update the Zoning ordinance to increase administrative permit authority.
- Transition to an on-line permit system as an optional service for customers.
- Increase staffing in order to increase front-desk hours of operation.
- Enhance internal and external communication efforts.
- Study entitlement fee structure with the goal of providing cost surety to developers and reducing staff time spent tracking and billing hours.
- Study ways to assist small businesses through the entitlement and permitting process.
- Import all resolutions, minutes, and other pertinent documents into Laser fiche data base, reducing time to pull documents from files and archives.

**Measures of Success:**

- Decreased time to entitle/permit projects. (Ongoing)
- Increased counter hours. (Ongoing)
- Updated and implemented final inspection procedures. (In Progress)
- Revised entitlement fee structure. (In Progress)
- Develop small business start-up checklist, brochure, or other outreach efforts. (Completed)

**Strategy H-5:** Grow Antioch's economy through additional annexation, as well as residential and commercial development.

**Short Term Objectives:**

- Begin work on General Plan Update.
- Determine feasibility for additional annexation.
- Work with developers to create more homes, jobs, stores, services and necessary infrastructure.

**Measures of Success:**

- Complete Housing Element. (Completed)
- Completion of Land Use Element. (In Progress)
- Completion of Downtown Specific Plan. (In Progress)

**Long Term Goal I: Community Development Block Grants.** Effective administration of Community Development Block Grant (CDBG) programs and funds.

City staff and consultants are charged with using allocated CDBG funds from the U.S. Department of Housing and Urban Development. The use of these funds is highly restricted to serve certain populations and geographical areas of the City.

**Strategy I-1:** Develop and fulfill 2015-20 CDBG Consolidated Plan.

**Short Term Objectives:**

- Update the Consolidated Plan.
- Create annual Action Plans for fiscal years 2015-16, 16-17, 17-18, 18-19, and 19-20 to meet objectives of the 5 year strategic Consolidated Plan.
- Create Consolidated Annual Performance Evaluation Reports (CAPERs), reporting on accomplishments.

**Measures of Success:**

- HUD approved Consolidated Plan. (Completed and Ongoing)
- HUD approved annual Action Plans and receipt of CDBG funding. (Completed and Ongoing)
- HUD approved annual Consolidated Annual Performance Evaluation Reports. In Progress)

**Long Term Goal J: Parks & Recreation.** Provide outstanding parks and recreation facilities and programs for the community.

Parks and Recreation provides safe, quality parks and recreation services and well managed facilities. Staff is working toward these functions being financially sustainable, providing excellent customer service and meeting the needs of our patrons in order to support a healthy diverse community and strengthen Antioch's community image.

**Strategy J-1:** Increase the use of the City's recreation facilities and programs.

**Short Term Objectives:**

- Determine current customer base, participation and attendance levels, and existing barriers to program participation and facility rentals.
- Develop programs to increase participation in targeted areas: 11-16 year olds & 50+ age groups in fitness/wellness.
- Build awareness of programs, services and community events.
- Develop and execute a technology plan to enhance and support marketing, customer service and experience.
- Increase exposure with mobile apps and/or other social media.

- Use demographic and marketing tools of new ActiveNet registration software to grow repeat customers.
- Conduct City Council policy and funding discussion regarding the construction and maintenance of restrooms in City parks.

**Measures of Success:**

- Increased communication and collaboration with new and repeat customers. (Ongoing)
- Increased participant enrollment and facility rentals. (Ongoing)

**Strategy J-2: Improve Aquatics Program Delivery**

**Short Term Objectives:**

- Continue to make public and staff safety a top priority.
- Solicit alternative activities (e.g., water polo, synchronized swim) to reach a broader audience.
- Develop and implement strategies to deliver effective programs during periods of lower demands.
- Improve marketing of aquatics programs.

**Measures of Success:**

- Increased program participation. (Ongoing)
- New participants added who have not used City aquatics facilities in prior years. (Ongoing)
- Established year-around programming. (In Progress)
- Established a brand slogan that offers a concise advertising statement. (Completed)

**Strategy J-3: Enhance and expand youth and adult athletic programs.**

**Short Term Objectives:**

- Evaluate field allocation policies and other related policies and fees.
- Explore what other athletic programs are being offered by other agencies and are likely to be a draw for our residents.
- Consider new activities, such as disk golf.
- Develop and implement a plan to enhance and expand programs.
- Expand Police Activity League (PAL) activities for youth.
- Continue to implement the Antioch Council of Teens (ACT) and provide the City Council an update program.

**Measures of Success:**

- Increased use of athletic fields and Antioch Community Center Gymnasium. (Ongoing)

- New and successful programs and sports opportunities. (In Progress)
- Increased participation in PAL. (Ongoing)

**Strategy J-4:** Use remaining Mello-Roos funds to expand and enhance Prewett Water Park with an all-abilities water attraction.

**Short Term Objectives:**

- Hire a construction manager to oversee the design and construction of the project.
- Create a preliminary project budget.
- Begin the design and engineering phase of the project.

**Measures of Success:**

- Contract in place for Construction Manager. (Completed)
- Completed preliminary project budget. (Completed)
- Contract in place with project architect and engineer. (Completed)
- Completed project. (In Progress)

**Strategy J-5:** Decrease General Fund subsidy to Recreation programs.

**Short Term Objectives:**

- Hire an experienced Parks & Recreation professional to develop a strategy to increase revenues.
- Analyze fee structure for recreation programs.
- Analyze recreation operations to increase efficiencies.

**Measures of Success:**

- Parks and Recreation Director hired. (Completed)
- Operational efficiencies are realized. (In Progress)
- Net revenues are increased. (In Progress)

**Long Term Goal K: Public Works & Engineering.** Designing, building, operating, maintaining, stewarding and enhancing Antioch's assets and resources in partnership with the community.

Together with other City departments and the community, the Department of Public Works will continue to create a safe, beautiful, highly functioning and desirable community. Responsiveness will be improved by incorporating technological advances to better communicate with our customers. Opportunities to increase the number of volunteers will be emphasized so that together, an expectation and culture of cleanliness will be realized. Emphasis on a well trained, safe and engaged workforce will foster increased productivity and reduced liability.

**Strategy K-1:** Ensure well maintained public facilities, rights-of-way and parks.

**Short Term Objectives:**

- Develop and implement a park equipment replacement priority plan.
- Develop and implement a more aggressive dead bush/tree identification and removal program.
- Expand program of hard pruning overgrown landscape vegetation.
- Reduce water usage.
- Improve ease of reporting and prompt response to requests for service, such as graffiti and dumping.
- Regularly inspect and service park equipment, restrooms and fields.

**Measures of Success:**

- Enhanced online applications to improve ease of reporting. (Completed)
- Improved “same or next day” removal of graffiti and illegal dumping. (In Progress)
- Increased use of low-flow water fixtures in all public areas. (In Progress)
- Increased use of stamped concrete in median landscaping. (Ongoing)
- Reduced use of water. (Ongoing)

**Strategy K-2:** Protect the City’s water rights and deliver high quality water to our customers.

**Short Term Objectives:**

- Protect Antioch’s water rights and water quality.
- Pursue industrial uses for Antioch water.
- Explore feasibility of desalinization.
- Continue collaboration with Lawrence Livermore National Lab and Delta Diablo.

**Measures of Success:**

- Comments are provided on the proposed Bay Delta Conservation Plan. (Ongoing)
- Companies needing a water source for industrial processes move to or expand in Antioch. (In Progress)
- A feasibility study on desalinization is completed. (In Progress)

**Strategy K-3:** Expand Public Works volunteer opportunities.

**Short Term Objectives:**

- Improve coordinating and utilizing volunteers to optimize our resources.
- Increase the number of volunteers by better communicating opportunities.
- Work more closely with community stakeholders to facilitate meaningful volunteer efforts.

**Measures of Success:**

- Create new links on the City website notifying the public of volunteer groups and opportunities. (In Progress)
- Prepare a list of a variety of projects that may be completed by volunteers. (In Progress)
- Maintain well stocked supplies and materials that may be used by volunteers to improve our community. (In Progress)

**Strategy K-4:** Prioritize infrastructure improvements to coincide with Economic Development goals.

**Short Term Objectives:**

- Focus resources on Priority Development Areas and key commercial development opportunities.
- Infrastructure improvements for the Northeast Annexation Area.

**Measures of Success:**

- Work with Economic Development staff to identify key commercial development opportunities. (In Progress)
- Prioritize projects to key development or redevelopment areas. (Ongoing)
- Develop a land based financing mechanism in the East Lone Tree Specific Plan Area to begin design and construction of Slatten Ranch Road. (In Progress)
- Develop and receive Council approval of an FUA 1 Precise Alignment for arterial roads. (In Progress)
- Pursue grant funding to improve infrastructure and traffic circulation. (Ongoing)
- Prioritize CDBG funding for street improvements near the Downtown area. (Completed)
- Develop an infrastructure and financing plan for the Northeast Annexation Area. (In Progress)

**Strategy K-5:** Reduce City liability from third party claims and workers compensation claims.

**Short Term Objectives:**

- Continue to comply with regulatory requirements, using best practices.
- Encourage and recognize safe behavior and practices through education, training and recognition.
- Increase and enhance ADA accessibility and reduce trip hazards.
- Expand innovative pavement repair and resurfacing program.

**Measures of Success:**

- Continue to extend the number of safe working days without a lost time injury. (Completed and Ongoing)



- Reduce number of Sanitary Sewer Overflow to below the three year average. (Ongoing)
- Implement a consistent hydrant flushing and valve turning program. (In Progress)
- Increase cape seal street resurfacing program area by 20%. (In Progress)
- Reduce number of potholes and pothole claims. (Ongoing)

**Long Term Goal L: City Administration.** Provide exemplary City administration.

City administration is a collaborative effort of several departments working in concert. The City Manager, City Attorney, City Clerk's Office are primarily focused on administering the City's policies and procedures, with Finance, Human Resources, and Information Systems supporting all City departments. These are the support services that are essential to the functionality of the City, including the City Council, various boards, commissions and committees. The goal is to improve communications, responsiveness, and administrative processes to enhance the quality of executive and administrative management.

The City conducted a series of Community Café's and Focus Groups over a number of months to get community input and prioritize the efforts of City government. What was evident throughout the Café's was that, in addition to effective administration, the City needs to improve communications with the community in order to build greater trust.

**Strategy L-1:** Improve community communications and trust in City government and keep the community well informed as to the activities of the City departments.

**Short Term Objectives:**

- Assemble and publish weekly and monthly reports to inform the community about the activities of City departments.
- Complete a strategic management plan setting forth the City's strategies, goals and objectives, to be updated annually.
- Promote stronger relations with other east county public entities, including the Antioch Unified School District, Tri-Delta Transit and Delta Diablo Sanitation.
- Make better use of technology to improve communications between the public and the City, including the use of social media, apps, e-mail, and phones.
- Develop a means of tracking public requests for City services and complaints.
- Implement constituent management technology.

**Measures of Success:**

- Consistent publishing of weekly and monthly reports. (Completed and Ongoing)
- City Council approval of the strategic management plan. (Completed)
- Implementation of various technologies and tracking systems. (In Progress)
- Number of communications transmitted to and from the City through various technological tools. (Ongoing)

**Strategy L-2:** Enhance Public Access to Documents.

**Short Term Objectives:**

- Streamline administrative/Council information access by making more documents available electronically. Documents include agendas, staff reports, resolutions, ordinances, and FPPC forms.
- Work with the IS Department to install an electronic kiosk allowing public access at City Hall to City documents, and informational How-To's such as obtaining a business license, building permit, water service, etc.

**Measures of Success:**

- Increase in the number of City documents available to the public without requiring a Public Records Act request. (Completed and Ongoing)
- An electronic kiosk is operational and available to the public at City Hall. (No Progress)

**Strategy L-3:** Encourage and enhance a culture of cooperation and transparency at City Hall.

**Short Term Objectives:**

- Clarify staff reporting structures and responsibilities.
- Improve interdepartmental communication and cooperation by establishing working groups for endeavors that require input or actions by multiple departments.
- Streamline City processes and procedures to maximize staff efficiency and effectiveness.
- Reinforce customer service as a priority for every City employee.
- Continue to provide timely responses to Public Records Requests, Grand Jury Reports and other public or community inquiries.

**Measures of Success:**

- Publishing of a new organizational chart. (Completed)
- Establishment of annual goals and objectives for each City department. (Completed)
- Approval of updated City processes. (In Progress)

**Strategy L-4:** Implement City Council policies and direction.

**Short Term Objectives:**

- Review all City Council actions and direction with senior staff for follow through.
- Incorporate Council actions and direction into departmental goals.

**Measures of Success:**

- City Council policy decisions are implemented effectively. (Ongoing)
- The organization has a clear direction, focus and purposes. (Ongoing)

**Strategy L-5:** Effectively and efficiently manage City Council agenda preparation, noticing and records.

**Short Term Objectives:**

- Ensure the City Council agenda packets are prepared, noticed, and distributed in accordance with established timelines.
- Increase efficiencies and reduce costs by moving to primarily an electronic Council Meeting Agenda Packet.
- Ensure that all documents related to Council actions are executed, and distributed as necessary.
- Submit Annotated Agenda for publication on the City website within 24 hours after a City Council meeting.

**Measures of Success:**

- Reduction in the number of paper Council agenda packets generated. (Completed and Ongoing)
- All Council members using i-pads for Council agenda materials. (In Progress)
- 100% on-time agenda notice, preparation and distribution. (Ongoing)

**Strategy L-6:** Improve the City's Records Management.

**Short Term Objectives:**

- Complete computer database of all documents that have been checked out by City Staff from the Records Warehouse.
- Complete an inventory of all documents stored in the Records Warehouse and ensure all boxes are properly labeled and cataloged.
- Determine which documents should be reviewed by the City Attorney for destruction.
- Establish out-processing procedures with the HR Department for all departing City employees who have custody of files/documents from the Records Warehouse to facilitate their return or custody transfer to another City employee.

**Measures of Success:**

- Completed inventory of all documents at the Records Warehouse. (In Progress)
- Documented, marked and cataloged all files/documents. (In Progress)
- Completed database of documents/files checked out from the Records Warehouse. (In Progress)
- Identified documents for destruction and destroyed identified documents. (In Progress)
- Complete and establish procedures with Human Resources for departing employees. (Completed)

**Strategy L-7:** Manage the City's Component of Municipal Elections.

**Short Term Objectives:**

- Timely and complete election form filings by candidates and committees.
- Coordination with the County Elections Office.
- Publish submitted FPPC & election forms on the City website.

**Measures of Success:**

- All candidate filings are received on time; and, if required, submitted to the County Elections Office in accordance with election requirements. (Completed and Ongoing)
- Election results certified without issue. (Completed and Ongoing)

**Strategy L-8:** Coordinate City Boards and Commissions administrative requirements.

**Short Term Objectives:**

- Establish procedures for timely filing of FPPC Form 700 Statement of Economic Interests, and tracking of term expirations/vacancies.
- Update descriptions of the role/responsibilities of each Board/Commission.
- Utilize NEOGOV for all Board/Commission recruitment efforts.
- Develop a manual for managing the Board/Commission processes.
- Ensure compliance with the Maddy Act requirements.
- Continue to serve as Secretary to the Board of Administrative Appeals.
- Serve as the Secretary to the Sales Tax Citizens' Oversight Committee.

**Measures of Success:**

- Form 700 Statements of Economic Interests are submitted annually, and by those assuming or departing a Board/Commission, as required. (Ongoing)

**Strategy L-9:** Ensure proper filing and receipt of all original City contracts and agreements in the City Clerk's Office.

**Short Term Objectives:**

- Work with departments to route all executed original contracts/agreements to the City Clerk's Office, including exhibits and insurance documents.
- Scan contracts/agreements into Laserfiche.

**Measures of Success:**

- All original executed contracts and agreements, including exhibits, are housed in the City Clerk's Office and scanned into Laserfiche. (Ongoing)

**Strategy L-10** Effective and efficient management of all aspects of Human Resource Management, including Employer/Employee Relations, labor negotiations, classification

and compensation, recruitment and selection, benefits administration, and staff development.

**Short Term Objectives:**

- Continue to work with employees and managers on Human Resources issues as needed, including implementation of legislative actions/changes.
- Continue to assist supervisors with difficult employer/employee relations issues.
- Continue to serve as lead staff for labor negotiations and MOU implementation.
- Continue to coordinate training opportunities for staff citywide.
- Continue to manage the classification, compensation, performance evaluation and benefit plans fairly and equitably, within our fiscal abilities.
- Increase youth employment through a City intern program, including an enhanced Summer Youth Intern Program, in collaboration with Contra Costa County programs
- Continue to build trusting relationships with our employees and our labor partners as part of our employer/employee and labor relations efforts.
- Continue to lead labor negotiations with the various City Employees Unions and Associations.

**Measures of Success:**

- Employer/employee relations issues are resolved efficiently. (Ongoing)
- Labor agreements are negotiated and implemented accordingly. (In Progress and Ongoing)
- Employees receive appropriate training for their job assignments. (Ongoing)
- The City's benefits program is administered in accordance with the policy provisions, and as cost effectively as possible. (Ongoing)
- Job classification updates are completed. (In Progress)
- Management, Confidential, and Local 1 Memorandum of Understanding are completed and approved. (In Progress)

**Strategy L-11:** Attract and hire highly qualified candidates to fill funded vacant positions.

**Short Term Objectives:**

- Continue focused, timely, and targeted recruitment efforts specific to the position and department needs, particularly for sworn Police positions.
- Continue to enhance efficiencies and streamline recruiting processes are continued, and implemented as appropriate.
- Establish process timelines at the outset of each recruitment, including deadlines for all phases of the process.

**Measures of Success:**

- Recruiting departments are provided with an eligibility list of highly qualified candidates within three (3) months of initiating a recruitment. (Ongoing)

**Strategy L-12:** Update and improve foundational policies, procedures and documents related to Human Resource management.

**Short Term Objectives:**

- Draft and negotiate new Personnel Rules.
- Review and update Administrative Policies and Procedures, as needed.
- Initiate review of the Employer/Employee Relations Resolution from 1975 and update as necessary.

**Measures of Success:**

- Updated rules, policies and procedures are adopted and implemented. (In Progress)

**Strategy L-13:** Enhance the City's Safety and Loss Control Program.

**Short Term Objectives:**

- Direct more focus on the prevention side of loss control.
- Employees are trained on the Injury and Illness Prevention Plan and other safety topics.
- The citywide Safety Committee meets quarterly.
- Policies and programs recommended by Municipal Pooling Authority are put in place.

**Measures of Success:**

- The City's experience modification factors for both workers' compensation and liability claims are reduced. (Completed and Ongoing)

**Long Term Goal M: Redevelopment Dissolution.** Complete Dissolution of Antioch Development Agency.

The Antioch Development Agency (Agency) was officially dissolved by the State of California under AB 1X26. The City of Antioch elected to become the Successor Agency to the Antioch Development Agency and, in that capacity, is tasked with winding down operations of the former Agency until all obligations of the former Agency are satisfied. Obligations are expected to last until 2032.

**Strategy M-1:** Complete dissolution of Antioch Development Agency by 2032.

**Short Term Objectives:**

- Complete Long Range Property Management Plan for parcels of the former Antioch Development Agency.
- Work with the State Department of Finance to resolve findings in the Other Funds and Accounts Due Diligence Review.

- Receive a Finding of Completion from the State Department of Finance.
- Evaluate restructuring of Agency debt once a Finding of Completion is obtained.

**Measures of Success:**

- Receiving a Finding of Completion from State Department of Finance. (in Progress)
- Receiving approval of Long Range Property Management Plan from State Department of Finance. (In Progress)
- Implementing the Long Range Property Management Plan. (On Hold)
- Completing dissolution of redevelopment agency by 2032. (In Progress)

**Long Term Goal N: Legal Services.** Provide legal counsel to the City Council and staff to enable and support all City policies, procedures and initiatives.

The City Attorney serves as Legal Counsel to the City of Antioch, City of Antioch as Successor Agency to the Antioch Development Agency, and Housing Successor and provides legal services to the City Council, Commissions, Boards and staff on all areas of municipal law; oversees all claims and litigation; and handles all property acquisitions and real property lease issues. The City Attorney also selects and oversees outside legal counsel as necessary to provide legal services necessary due to volume of work or special expertise in particular areas of law.

**Strategy N-1:** Effectively and efficiently provide legal services in support of the City's policies, procedures and initiatives.

**Short Term Objectives:**

- Continue to handle matters from Council and Staff in a timely and efficient manner, as resources allow.
- Continue to keep the Council apprised of legal matters.
- Continue to ensure staff compliance with contract policies, procedures and relevant laws.
- Continue overseeing prosecution and defense of claims and litigation involving the City.
- Prepare standardized contracts, forms and policies to assist with the City's administration.
- Hire a Legal Secretary to support the City Attorney.

**Measures of Success:**

- Completion of various negotiated settlements and agreements. (Ongoing)
- Employment of a Legal Secretary.
- Annual Comprehensive update of City Council on legal matters. (Completed and Ongoing)

- Successful disposition of various pending legal matters through court or settlement. (In Progress and Ongoing)

**Long Term Goal O: Financial Services.** Achieve and maintain financial stability and transparency.

In order for the City of Antioch to fully recover from the economic crisis it must balance its budget and put itself in a stable financial position to address current needs, unexpected events and long-term liabilities. The City needs to position itself to handle future economic uncertainties without paralyzing operations. It also needs to be able to fully fund long term obligations for other post employment benefits and supplementary retirement plans so that these staggering unfunded liability do not detract from providing municipal services in the future.

**Strategy O-1:** Improve the City's financial stability by implementing a two-year budget cycle and ensuring that each fiscal year's budget is balanced.

**Short Term Objectives:**

- Starting with 2015-2016, go to a two-year budget approval, to be updated annually.
- Adopt a two-year balanced budget annually and do not rely on potential savings to close the "gap" at year end.
- Do not spend more than is necessary; use budget savings to build up General Fund reserves.
- Continue the "soft" hiring freeze; although positions may be in the budget, senior management will review operations with the City Manager to see if duties can be assigned to existing staff and demonstrate that position is essential before being authorized to be filled when vacated.
- Continue to evaluate new ways to deliver municipal services in a more cost-effective manner.
- Consider eliminating non-essential community services that run deficits and require use of General Fund resources.
- Consider service-sharing with other communities when mutually beneficial.
- Review and increase as many "Master Fee" revenues as possible annually to ensure maximum cost recovery is being obtained.

**Measures of Success:**

- Staff presents, and the City Council adopts, a balanced two-year budget each year. (Completed and Ongoing)
- Not exceeding adopted appropriations in any given fiscal year. (Ongoing)
- Increased General Fund reserves. (Ongoing)



**Strategy O-2:** Ensure the City achieves long-term fiscal sustainability.

**Short Term Objectives:**

- Consider local tax measures, such as updating the Business License tax to ensure inclusion of residential rental properties and/or raising the minimum Business Licenses tax.
- Continue to work with the City Council and the Executive Management team to determine appropriate staffing models and expenditure plans, based on our recurring revenue projections.
- (New) Implement policies to reduce unfunded pension liabilities.

**Measures of Success:**

- Council to determine if and when to go to the electorate with any tax measures. (Completed and Future)
- Staff presents, and the City Council adopts, a balanced two-year budget each year. (Completed and Ongoing)
- Unfunded pension liabilities policies implemented. (New)

**Strategy O-3** Ensure financial records and reports are accurate, reliable, and timely, including the Comprehensive Annual Financial Report (CAFR) and other financial statements, monthly budget status updates provided electronically to the City Manager and Council, and quarterly budget updates posted to the City's website.

**Short Term Objectives:**

- Complete all financial statements and audits within six months of fiscal year end.
- Receive unqualified audit opinions on financial reports issued.
- Receive GFOA Certificate of Achievement for Excellence in Financial Reporting.
- Update quarterly budget facts and post to City's website within 30 days of quarter end.
- Provide electronic monthly budget updates to the City Manager and Council.
- Complete all required quarterly grant reporting by due dates as well as any other outside agency financial reports required/requested.
- Adopt City's two-year budget by June 30<sup>th</sup> each fiscal year.

**Measures of Success:**

- Meeting all reporting deadlines (both external and internal). (Completed and Ongoing)
- Receiving unqualified audit opinions. (Completed and Ongoing)
- Receiving GFOA award. (Completed and Ongoing)
- Adopting budget by June 30<sup>th</sup>. (Completed and Ongoing)

**Long Term Goal P: Information Systems Services.** Provide efficient and reliable Information Systems (IS) support for all City operations and communications.

Information Systems provides the technological backbone for all City operations and communications within the City government, and maintains the City's ability to communicate with the community and the world. IS staff also provides outstanding interactive services that are available to the community, enhanced and supported by efficient and cost effective information technology.

**Strategy P-1:** Enhance the City's overall data security environment.

**Short Term Objectives:**

- Complete network security assessment.
- Generate network security assessment report.
- Implement findings from security assessment report.

**Measures of Success:**

- Improved monitoring of network activity. (In Progress and Ongoing)
- Stopping and/or detecting possible network attacks. (Ongoing)

**Strategy P-2:** Continue equipment replacement efforts.

**Short Term Objectives:**

- Replace aging server hardware and software. (In Progress and Ongoing)
- Replace aging desktop hardware and software. (In Progress and Ongoing)

**Measures of Success:**

- Reduced or eliminated the possibility of catastrophic hardware failure. (In Progress and Ongoing)
- Increased systems uptime. (Completed and Ongoing)

**Strategy P-3:** Implement organization wide server and desktop virtualization to provide the ability to run multiple servers or desktops on a single piece of hardware and thereby increase efficiencies.

**Short Term Objectives:**

- Include additional servers.
- Virtualize user desktops.
- (New) Virtualize and upgrade phone system.
- (New) Virtualize and upgrade voice mail system.

**Measures of Success:**

- Improved disaster recovery. (In Progress and Ongoing)
- More efficient use of Information Systems staff. (Ongoing)

- Efficient use of technology. (Ongoing)

**Strategy P-4:** Enhance data backup/archive enhancements and efficiencies.

**Short Term Objectives:**

- Increase the size of the current disk to disk backup system.
- Reduce the number of archive tapes.

**Measures of Success:**

- Increase the number of days to recover deleted or corrupt files from disk or back-up system. (No Progress)
- Decreased staff time on system back-up functions. (No Progress)

**Strategy P-5:** Improve support of Public, Education, and Government (PEG) broadcasting.

**Short Term Objectives:**

- Create a partnership with Contra Costa TV to support the City's PEG initiatives.
- Assist Antioch Unified School District with their PEG initiatives.
- Bring quality local broadcasts to the PEG channel.

**Measures of Success:**

- Enhanced control over the City's Comcast and AT&T U-verse PEG channels. (Completed)
- Improved programming and public announcements on the City's PEG channels. (No Progress)

**Strategy P-6:** Increased use of surveillance cameras throughout the City to assist Police, Code Enforcement and Public Works deployment efficacy.

**Short Term Objectives:**

- Add cameras to key locations throughout the City.
- Work with the Pittsburg Police Department on video monitoring and coordination.

**Measures of Success:**

- Improved deployment of resources. (In Progress and Ongoing)
- Reduction of illegal activities. (Ongoing)
- Improved public wellbeing. (Ongoing)

**Strategy P-7:** City wide Information Systems departmental projects and system enhancements.

**Short Term Objectives:**

- Finance - Upgrade system. (In Progress)

- Finance - Upgrade Utility Billing system. (In Progress)
- Police Department Dispatch center remodel. (In Progress)
- Police Department's transition to countywide EBRCS radio system. (In Progress)
- Community Development, upgrade and/or Replace building permit software. (In Progress)
- Domain name change. (In Progress)

**Measures of Success:**

- Completion of projects.

**Conclusion:**

The City of Antioch has weathered a severe financial storm over the last few years. Tough decisions have been made. Severe reductions in revenues to the City necessitated severe cuts to staffing and City service levels. Now that the economy is improving, revenues are increasing and the electorate passed Measure C and Measure O. The Police Department and Code Enforcement are growing to meet critical needs, but the City is still under significant financial stress, as revenues are still not sufficient to provide the level of City services that the people of Antioch should have. As we look a few years ahead, the City is projecting a structural deficit and has unfunded pension liabilities. These issues are being addressed by staff and the City Council to ensure that we do not deplete all general fund reserves a few short years down the road.

In the longer term, Antioch is well positioned to take advantage of improvements in the Bay Area economy, which has generally improved. The completion of the State Route 4 widening and the BART station will help support jobs and housing in Antioch. In addition, the annexation of over 500 acres along the northeast shoreline provides an area where commercial and industrial development can produce local jobs, as well as property and sales tax.

This Strategic Management Plan Update is designed to optimize the City's limited resources to maximize the quality of services to the community, reduce costs where possible and to increase revenues going forward. Implementing the goals, strategies and objectives contained in the Plan will greatly enhance the quality of services to the community, stimulate the local economy and improve the quality of life in Antioch.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

**SUBMITTED BY:** Steve Duran, City Manager  
Nickie Mastay, Administrative Services Director

**SUBJECT:** City Council Agenda Follow-Up List

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### **RECOMMENDED ACTION**

It is recommended that the City Council review and acknowledge the items on the City Council Agenda Follow-Up List.

### **STRATEGIC PURPOSE**

The recommended action supports **Strategy L-4:** Implement City Council policies and direction.

### **FISCAL IMPACT**

The recommended action has no direct or measurable impact on the City's finances.

### **DISCUSSION**

This item is for discussion and possible action by the City Council if the City Council wanted to remove or modify items from this existing list. Items on the City Council Agenda Follow-Up List should link to the Strategic Plan. Certain items on the City Council Agenda Follow-Up List may result in additional costs that are not appropriated in the City's budget.

### **ATTACHMENTS**

A. City Council Agenda Follow-up List

Meeting Date	Requested By	Item/Issue	Referred To	Disposition
4/28/2015	Wilson	Donation bin ordinance. Also addressing illegal dumping.	CAO/CDD	Repeated from 1/13/15; Discussed 12/8 Ordinance 2016 Can't do a ban. Can regulate conditions around illegal dumping. Anticipated first quarter calendar year 2017.
10/25/2016	Wilson, Tiscareno	Explore options to camping ordinance.	CAO	Anticipated March/April 2017
12/13/2016	Council	Additional information on non-medical marijuana uses within the City of Antioch. Temporary moratorium already established.	CAO	Presented to Council on Dec 13, 2016. Follow up anticipated Feb./March 2017
10/13/2015 03/22/2016	Ogorchock	Cost of Body Camera Program.	Cantando	Presented to Council on June 28, 2016. To be brought back to Council February 2017
4/12/2016 8/23/2016	Rocha Ogorchock	Would like a follow up on animal control. After June meeting will need cost/benefit analysis of alternatives. Include Pet Harbor, ARF.	Cantando	Presented to Council on June 14, 2016; additional ACA 4 and Office Assistant 1. Presented to Council on Sept. 27, 2016; MOU with ARF. Follow up on alternatives anticipated February 2017
6/14/2016	Harper Ogorchock	Camera' for Freeway (Highway 4).	Cantando	Anticipated February 2017
11/8/2016	Wilson	Creation of a Fire District.	Duran/Mastay	Follow up with Fire District. Discuss with Council member Wilson. Date TBD
8/9/2016 12/13/2016	Wilson Thorpe	Discussion on the Beede lot. No Action. Possibilities for this site. Thorpe - Wants to understand where we are at with this parcel.	Duran	Anticipated February 14, 2017
3/8/2016 5/10/2016 12/13/2016	Ogorchock Tiscareno	Disc Golf Course at Prewett Park.	Kaiser	Work with Mike on use agreement. On Council Agenda August 23, 2016. To be brought back to Council Feb. 2017
11/8/2016	Rocha	Research item for basketball courts, Contra Loma Estates Park.	Kaiser/Bernal	Anticipated March 2017

Council Meeting Agenda Follow-up List


Meeting Date	Requested By	Item/Issue	Referred To	Disposition
12/13/2016	Thorpe	Fee's for non-profits. Wants to look at our fee's in conjunction with school district fee's.	Kaiser	Anticipated March 2017
5/24/2016	Rocha	L Street concept plan.	Bernal	Anticipated February 2017
6/14/2016	Harper Ogorchock	Park Security and lighting. Park Restrooms.	Bernal/ Cantando/ Kaiser	Anticipated February 2017
8/9/2016	Wilson	Presentation by the Community Choice Energy Group.	Bernal/Ebbs	Anticipated February 2017
8/23/2016	Ogorchock	Inclusionary Housing .	Ebbs	Anticipated February 2017
10/27/2015 8/23/2016	Wilson	Downtown Specific Plan.	Ebbs	Status presented to Council on August 23, 2016. To be brought back to Council Feb./March 2017
9/27/2016	Ogorchock	Consider allocating some of the savings from Solar Remote Power Purchase Agreement with NRG to Unfunded Liability and Reserves (rainy day fund).	Budget	Budget March 2017
12/13/2016	Ogorchock	Library. Funds for maintenance, keep library open for full amount of time.	Budget	Budget March 2017
12/13/2016	Ogorchock	Update on Measure O.	Budget	Budget March 2017
			CAO = City Attorney Office	CDD = Community Development Department



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 10, 2017

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

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

**SUBJECT:** Standby City Council Members

### RECOMMENDED ACTION

It is recommended that the City Council appoint the following nominated Standby City Council Members:

- Mayor Wright: 1) ; 2) ; 3)
- Mayor Pro Tem Thorpe: 1) ; 2) ; 3)
- Council Member Wilson: 1) ; 2) ; 3)
- Council Member Tiscareno: 1) ; 2) ; 3)
- Council Member Ogorchock: 1) ; 2) ; 3)

### STRATEGIC PURPOSE

The recommended supports **Long Term Goal L:** City Administration. Provide exemplary City administration.

### FISCAL IMPACT

No fiscal impact is anticipated as there is no compensation for Standby Council Members.

### DISCUSSION

Pursuant to State Law (Government Code Sections 8636-8644), Article 6 of Title 2 of the Antioch Municipal Code provides for the appointment of Standby City Council Members “In the event of a declaration of emergency and a Council Member is unavailable due to being killed, missing or having an incapacitating injury.” The provision for Standby Council Members allows for the continuity of government in the event of a catastrophic emergency. Standby Council Members are not activated in the event of a “regular” vacancy in a council seat.

### ATTACHMENTS

None.



# Antioch Transportation Impact Fee Study Overview

*The Economics of Land Use*



*presented to*

City of Antioch  
City Council

*presented by*

Economic & Planning Systems, Inc.

August 11<sup>th</sup>, 2015

Oakland  
Denver  
Los Angeles  
Sacramento

**Economic & Planning Systems, Inc.**  
One Kaiser Plaza, Oakland, CA 94612  
510.841.9190 • 510.841.9208 fax

4.02  
01-10-17

# 1. Introduction

EPS and Fehr & Peers have begun working closely with staff on a **Transportation Development Impact Fee Study** for the City of Antioch

This presentation covers the following key issues:

- Role of Development Impact Fees
- Purpose of Potential City Transportation Impact Fees
- Scale of New Growth
- Preliminary List of Capital Improvements
- Next Steps

## 2. Role of Development Impact Fees

### **Important infrastructure financing tool**

- Impact fees are “one-time” charges on new development paid at time of building permit issuance
- Impact fees can only pay for infrastructure and capital facilities costs, NOT ongoing operating costs
- Cities and Counties can charge Development Impact Fees in California under the *Mitigation Fee Act*
- Only funds costs associated with new development, so limited in level of funding
- One part of City’s overall infrastructure financing program

# 3. Purpose of Potential City Transportation Development Impact Fee

## **Provide funding for a portion of City's future transportation improvements**

- New development will drive some of the need for new transportation improvements
- Historically, City relied on Benefit Assessment Districts to fund transportation improvements
- Impact fees now more common funding source with better ability to fund citywide improvements
- City uses development impact fees to help fund police, public works, city administration, and parks facilities
- Important to note that represents costs to new development






## 4. Scale of New Growth

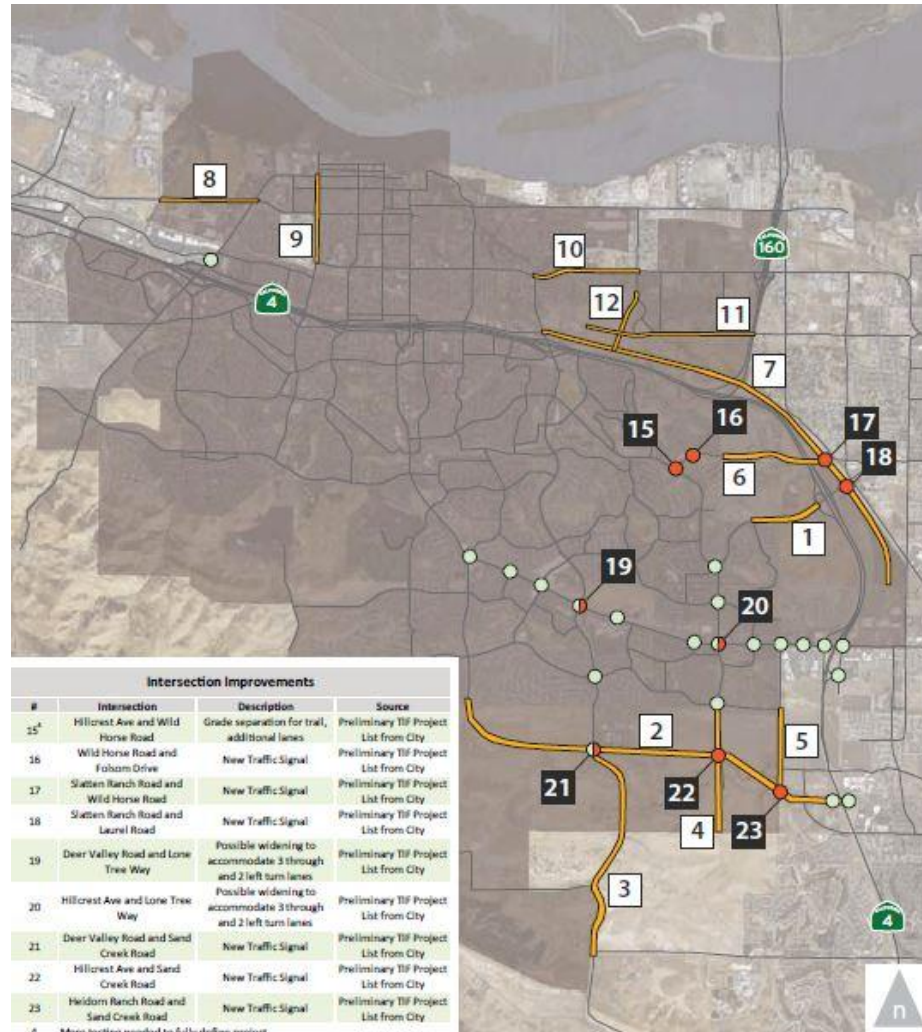
**Substantial new household and job growth in City will drive need for transportation improvements.**

	<b>2010</b>	<b>2040</b>	<b>Increase</b>	<b>%</b>
Households	34,200	44,900	10,700	30%
Jobs	19,500	37,000	17,500	90%

# 5. Preliminary List of Capital Improvements

## LEGEND

-  Planned Segment Improvement
-  Antioch City Limits
-  Planned Intersection Improvement
-  Recent Intersection Count Available
-  Planned Intersection Improvement and Available Count



Sources: City of Antioch;  
Fehr & Peers

# Citywide Traffic/Transit Impact Fee Examples

	<b>Fee per Single Family Unit</b>	<b>Fee per Multi Family Unit</b>	<b>Fee per Commercial Sq Ft</b>
Oakley	\$14,015	\$8,550	\$3.48
Pittsburg	\$7,123	\$4,342	\$1.38
Concord	\$3,251	\$2,624	\$8.81
Brentwood	\$11,206	\$6,948	\$4.18

## 6. Next Steps

**A series of steps will be taken to develop a potential transportation development impact fee program for City Council consideration:**

- Finalize land use forecasts and run transportation model
- Calculate preliminary transportation development impact fees
- Conduct outreach meeting with stakeholders
- Review and revise based on staff input
- City Council briefing