

CITY OF ANTIOCH

CONFIDENTIAL UNIT

BENEFIT DOCUMENT

OCTOBER 1, 2016

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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 PEPPA 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 PEPPA 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 th

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 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 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).

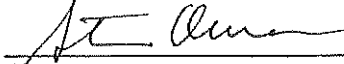
C. Bilingual Pay

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

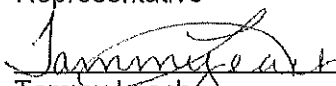
The City will meet with representatives of the Confidential Unit and representatives of the Management Unit to discuss medical after retirement language with the goal to simplify and clarify the language. It is not the intent of the parties to modify the medical after retirement benefit.

CITY OF ANTIOCH


Steven Duran
City Manager

CONFIDENTIAL GROUP

Sharon Daniels
Representative


Tammy Leach
Representative

DATE 01/05/2017

DATE January 5, 2016

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).

RESOLUTION NO. 2017/05

**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 10th day of January, 2017, by the following vote:

AYES: Council Members Wilson, Tiscareno, and Ogorchock

NOES: None

ABSTAIN: Council Member Thorpe and Mayor Wright

ABSENT: None



ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

