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IDnum 284 **Language** English **Country** United States **State** CA

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 2575

Occupations Represented
AAA-Unknown

Bargaining Agency City of Antioch

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1997 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

**AFSCME -- LOCAL 2575
REPRESENTATIONAL UNIT I**

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MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, LOCAL 2575
REPRESENTATIONAL UNIT NO. I

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 representation 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 for the period commencing August 1, 1997, and ending September 30, 2001.

ARTICLE 1

RECOGNITION

- 1.1 Union Recognition
American Federation of State, County & Municipal Employees, Local 2575, Unit I, hereinafter referred to as the "Union", is the recognized employee organization.
- 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.

ARTICLE 2

UNION SECURITY

- 2.1 Dues Deduction
Payroll deductions for membership dues shall be granted by the City to the Union.

The following procedures shall be observed in the withholding of employee earnings:
 - a. Payroll deductions shall be for a specific amount and uniform as between employee members of the Union and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City.
 - b. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is

- d. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of any employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Union dues deduction.
- e. The Union shall file with the City Manager an indemnity statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.
- f. All employees who are members of the Union, and all employees in the aforementioned unit who become members of the Union, shall, as a condition of employment, pay dues to said organization for the duration of this Memorandum of Understanding and each year thereafter. During a period of thirty (30) days prior to the expiration of this Memorandum of Understanding, any employee who is a member of the Union shall have the right to withdraw from and discontinue dues deduction. Said withdrawal shall be communicated by the employee in writing to the Municipal Employee Relations Officer who shall accept and process the written withdrawal only during the above-mentioned thirty (30) day period. A withdrawal submitted to the Municipal Employee Relations Officer outside of the thirty (30) day period shall be returned to the employee. Immediately upon the close of the above-mentioned thirty (30) day period the Municipal Employee Relations Officer shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.
- g. For the term of this agreement, the following provisions shall apply as a condition of employment:
 - Employees who are currently members of the Union shall remain members for the duration of this agreement, except as provided below.

service fees.

- All employees shall have the right to withdraw membership upon notification to the Union and City as provided in Article 2.1. (f) of this agreement.

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 representative 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 literature, shall not be conducted during working hours.

purpose or purposes of the meetings.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays 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

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 or 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, age, disability, marital status, or Union activities against any employee or applicant for employment by the Union, the City, or anyone employed by the City.

ARTICLE 10

HOURS OF WORK, OVERTIME, CALL BACK, ACTING PAY

10.1 Hours of Work

The straight-time work week shall consist of forty (40) hours.

10.2 Overtime Authorization

normal work day is considered eight (8) hours, except for the eight-month Park Maintenance Worker it is ten (10) hours, 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 except for work performed under the standby provisions as set forth in Sub-articles 23.1 and 23.2. Overtime shall be paid or taken as compensatory time off at the employee's option. Such option is to be exercised during the pay period when the overtime is earned. Employees may "cash out" up to one week (40 hours) of accrued overtime during each calendar year. Request must be made no later than December 1 of each calendar year.

10.4 Call Back

If an employee is called back to work after leaving the workplace at quitting time, employee shall, upon reporting, 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.

10.5 Acting Pay

An employee who is assigned in writing, and approved by the Department Head or his/her designee, 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, after the completion of five (5) working days, unless a forty (40) hour qualifying period has already been completed, be paid acting pay. Acting pay shall be a flat five percent (5%) increase per day or the lowest salary step in the higher classification, whichever is greater, but not to exceed the maximum of the range established for the higher classification. An employee assigned to perform substantially all of the duties of a higher class for a minimum of eight (8) hours shall receive acting pay at the appropriate rate.

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.

10.6 Compensatory Time

An employee not authorized to work standby shall be allowed to accumulate forty (40) hours of compensatory time off. An employee authorized to work on the rotating standby system or weekend parks duty may accumulate eighty (80) hours of

supervisor from granting a last minute leave for emergency or hardship situations.

ARTICLE 11

SALARIES, WAGE ESCALATOR AND SALARY

11.1 Salaries

All of the following salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment:

- a. Effective August 1, 1997, all classifications shall receive a four percent (4%) salary increase.
- b. Effective January 1, 1998, all classifications shall receive a two percent (2%) salary increase.
- c. Effective August 1, 1998, all classifications shall receive a minimum of two percent (2%) and a maximum of four percent (4%) based on the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers), plus an equity/inequity adjustment based on the City's Compensation Policy and Equity Adjustment Formula.
- d. Effective August 1, 1999, all classifications shall receive a minimum of two percent (2%) and a maximum of four percent (4%) based on the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers), plus an equity/inequity adjustment based on the City's Compensation Policy and Equity Adjustment Formula.
- e. Effective August 1, 2000, all classifications shall receive a minimum of two percent (2%) and a maximum of four percent (4%) based on the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers), plus an equity/inequity adjustment based on the City's Compensation Policy and Equity Adjustment Formula.

Except as herein otherwise provided, entrance salary for a new employee 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 of service in Step A and City Manager's approval.

Step C upon completion of twenty-six (26) biweekly pay periods of service in Step B and City Manager's approval.

Step D upon completion of twenty-six (26) biweekly pay periods of service in Step C and City Manager's approval.

Step E upon completion of twenty-six (26) biweekly pay periods 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 judgement of the City Manager, such conversion is advisable. In determining equivalent amounts on different time basis, the Finance/Leisure Services Director, subject to the approval of the City Manager, shall

11.5 Lapse of Certificate

All employees are responsible for renewing and maintaining the certificates they acquired as minimum qualifications for the job they hold. If an employee allows a certificate to lapse, employee's salary shall be "Y" rated until the certificate is renewed. A "Y" rating means the employee will not receive any step increase, cost-of-living or equity adjustments which may be granted to the Unit or classifications within the Unit during the period in which the certificate(s) have lapsed.

11.6 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 Personnel Officer, 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. Benefits, including life insurance, medical insurance, dental reimbursements, deferred compensation, retirement contributions, vacation and sick leave shall be granted on a prorated basis computed by dividing the regularly scheduled hours each week by forty (40) hours. The factor shall be the percentage of the City's contributions for part-time employees.

In the case of part-time employees in positions, 1,040 hours of service shall equal six (6) months and 2,080 hours of service shall equal one (1) year of service.

11.7 Eight-Month Park Maintenance Worker Positions

With respect to the eight (8) month (March-October) Park Maintenance Worker positions, the following shall apply:

a. Medical

Coverage shall be in accordance with Article 12 for the eight (8) months worked. During the four (4) months off, employee shall have the option of continued coverage at his/her own cost.

b. Dental

The benefit level shall be prorated for the eight (8) months worked. During the four (4) months off, employee shall have the option of continued coverage at his/her own cost.

c. Life Insurance

The City shall provide a \$25,000 life insurance policy for each employee.

in accordance with the Plan including the ten (10) year (120 month) requirement.

- e. Deferred Compensation
The City shall contribute Fifty Dollars and No/100ths (\$50.00) per month per employee to the City's Deferred Compensation Plan.
- f. Holidays
Employee shall observe the holidays described in Article 13 that fall during the eight (8) months worked. Floating holidays and holiday pay shall be in accordance with Article 13.
- g. Vacation/Sick Leave
Hours shall be accrued during the eight (8) months worked and shall be in accordance with the provisions of Article 14. Any unused vacation or sick leave may be carried over to the next period worked or employee may request payment for unused vacation at the end of the eight (8) months worked.
- h. Probationary Period
Employee shall be on probation for twelve (12) months, which means the period will extend into the second eight (8) month period worked and shall be in accordance with Article 17.
- i. Educational Incentive Plan
Employee shall be eligible for the Plan in accordance with Administrative Memoranda and the benefit shall be prorated for the eight (8) months worked based on a first-come, first-served basis.
- j. Union Security
Coverage shall be in accordance with Article 2 and dues shall be deducted during the eight (8) months worked.
- k. Workers' Compensation
Employee shall be covered during the eight (8) months worked and shall receive benefits for injuries incurred during the period worked while off work. However, temporary disability payments shall be adjusted during the period not worked in accordance with law.
- l. Standby

weekends and a 4/10 plan.

n. Employment During "Break" Period

If the City wishes to continue employment of an employee as a Park Maintenance Worker, the City shall hire the employee as a temporary on a hourly basis equivalent to his/her salary step with no benefits except for Workers' Compensation insurance, life insurance, and PERS. However, the employee shall pay the PERS 7% employee contribution as do any temporaries who exceed the 1,000 hour requirement.

If a twelve (12) month position becomes available, the eight (8) month employees shall be eligible for the position. The supervisor shall interview and make a selection from the eight (8) month employees without further testing by the Personnel Department.

ARTICLE 12

HEALTH, WELFARE AND RETIREMENT

12.1 Medical

An employee shall have a choice of City-sponsored health plans. The City shall contribute an amount equal to the Kaiser Family rate. However, no employee shall be required to pay more than Fifty Dollars and no/100ths (\$50.00) per month and fifty percent (50%) of any increase in the monthly cost over Fifty Dollars and No/100ths (\$50.00).

Cafeteria Plan

The MOU shall be opened for the limited purpose of allowing good faith negotiations to occur relative to a Cafeteria Plan (Plan). The City will adopt a Plan pursuant to Section 125 of the Internal Revenue Code (Code). Benefits considered in the Plan shall include all benefits allowed by the Code. Prior to adoption of the Plan, the City will form a committee comprised of up to two (2) members from each bargaining unit along with City representatives. The function of the Committee will be to develop the terms and conditions of the Plan. The Plan will take effect soon after adoption of the enabling resolution but no earlier than July 1, 1998.

- a. Enrolling in one of the City-sponsored medical plans.
- b. Receiving a One Hundred Twenty-Five Dollars and No/100ths (\$125.00) per month contribution into employee's deferred compensation account or receiving One Hundred Twenty-Five Dollars and No/100ths (\$125.00) per month in cash after meeting the criteria listed below.

Option (b) may be made only during open enrollment of each year, except that new employees may make the option at time of hire.

If employee selects option (b), the One Hundred Twenty-Five Dollars and No/100ths (\$125.00) is not compensable income to PERS and will not be included in retirement or any other benefit calculations. If the employee chooses to take it as cash rather than deferred compensation, it is fully taxable and will be included in the W-2 forms. Employee is responsible for paying all taxes. Employee must choose deferred compensation or cash. Employee may not split the amount.

Criteria for Eligibility

Employee must show proof of coverage as the dependent of someone with coverage, sign the waiver of coverage provided by the City, agree to pay for COBRA coverage until the following open enrollment should coverage be lost through change of dependent status or employment status of person covering the employee.

Limitations of Re-Enrolling in a City-sponsored Plan

Re-enrollment is subject to the rules of the medical plan. Employee and dependents may be subject to pre-existing exclusions and may be disqualified from joining a particular plan.

Retirement

Option (b) is not available to retirees. Employees who select option (b) will not be eligible for medical-after-retirement coverage unless they re-enroll in one of the City-sponsored plans no later than the last open enrollment period prior to retirement.

IRS

Provisions of this plan are subject to all IRS laws and regulations. Adjustment will be made, if necessary, to comply. Employee may not exceed the maximum allowable

modified from time to time in order to reflect necessary administrative changes.

12.3 Life Insurance

The City shall provide a \$25,000 life insurance policy for each employee.

A supplemental life insurance policy shall be available to employees at their own cost.

12.4 Retirement Plan

The City shall provide coverage in the Public Employees' Retirement System (PERS) for all probationary and regular employees based on the 2% @ 55 Formula. The City shall pay the employee's contribution in the amount of seven percent (7%).

12.5 Medical-After-Retirement

The City shall contribute two and fifteen-hundredths percent (2.15%) of salary to the Medical-After-Retirement Plan and the employee shall qualify for the benefit in accordance with the Plan. The Plan is on file in the Personnel Department.

12.6 Social Security

In the event that legislation is passed to require either new employees or all local government employees to be covered under the full Social Security program, the City shall meet and confer with employees to explain modifications of the Public Employees' Retirement System contract to provide a coordinated benefit rather than simply adding a new 7.15% benefit which was not part of the collective bargaining process. It is the intent of the City to continue to provide the same level of retirement benefits to the employees but to minimize the impact of the cost of the additional Social Security benefit.

12.7 Deferred Compensation

The City shall contribute Fifty Dollars and No/100ths (\$50.00) per month per employee to the City's Deferred Compensation Plan.

12.8 Retirement Payback

The City shall pay .5% of the .697% contribution to PERS for employees.

12.9 Vision Plan

The City shall reimburse employee up to One Hundred Dollars and No/100ths (\$100.00) every two fiscal years for the cost of employee's prescription eyewear.

- 13.1 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	Fourth Friday, November
Christmas Eve	December 24th
Christmas	December 25th

13.2 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. The floating holidays must be taken in the calendar year and must be taken off as whole days, eight (8) hours, and ten (10) hour increments in the case of the Eight-Month Park Maintenance Worker.

13.3 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.

13.4 Saturday Pay

When a holiday falls on Saturday, the preceding work day shall be observed. When a holiday falls on Sunday, the following work day shall be observed.

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 his/her designee with due regard to the wishes of the employee and particular regard to the need of the City.

Vacation time of more than one day in duration should be requested at least five (5) working days in advance of the desired time off. One-day vacation requests shall require twenty-four (24) hours notice. This provision shall not prevent a supervisor from granting a last minute leave for emergency or hardship situations.

14.2 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).

14.3 Vacation Accumulation

Employees may earn vacation credit up to a maximum of the amount accumulated for eighteen (18) month's 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

In the event one or more observed holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave may be extended accordingly.

ARTICLE 15

SICK LEAVE

15.1 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 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 (twelve 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 purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.
- 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

- When actual illness, injury or disability of the employee prevents the employee from performing his/her regular duties.
- When the employee must provide emergency care for his/her spouse, child or dependent, living within the employee's household, a maximum of three (3) days per calendar year may be used. However, an employee who maintains at least one hundred twenty (120) hours of accumulated sick leave may use additional days.
- Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

15.2 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 forty (40) days.

15.3 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 Personnel Department. The contents shall be modified from time to time in order to reflect administrative changes.

ARTICLE 16

LEAVES OF ABSENCE

16.1 Leave Without Pay

The City Manager may grant regular employees a leave of absence without pay. 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. Employee may not be granted a 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

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.

16.3 Military Leaves of Absence

The provisions of the Military and Veterans' Code of the State of California shall govern military leave of City employees.

16.4 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 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 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) days, the employee is eligible for long-term disability 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. In no event shall the employee receive disability benefits in conjunction with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full 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.

16.5 Non-Industrial Disability Leave

The City shall pay the full premium for a long-term disability insurance plan. Under this plan, an employee may be eligible to receive two-thirds (2/3) of salary after a thirty (30) calendar day waiting period.

In the event of a non-industrial illness or injury, the employee shall be required to use all

sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her full monthly gross salary.

Medical, dental and life insurance premiums shall be paid by the City during the first six (6) months of an unpaid leave of absence.

The City reserves the right to withhold payment of any disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

16.6 Funeral Leave

Time off with pay to attend funerals of immediate family members (spouse, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, and grandchildren) shall be allowed. The amount of time off shall depend on the individual circumstances, but in no case shall it exceed three (3) work days. The Department Head involved must be notified in advance.

ARTICLE 17

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 and six (6) months for promotions and transfers. Reclassifications are not subject to a probationary period. An employee's probationary period may be extended for three (3) months on a case-by-case basis. (Also see Article 24.13.)

During the probationary period, an employee may be rejected at any time by the City Manager without cause and without the right of appeal.

LAYOFF AND REEMPLOYMENT

18.1 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.

18.2 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, 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 shall be excluded.

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.

18.3 Order of Layoff

The order of layoff in the City shall be by classification based on inverse seniority as defined in 18.2, 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 or probationary or post-probationary status

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 classes represented by AFSCME, Local 2575, 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.

18.5 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 or demotion 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.

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.

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.

18.7 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.

Any former employee subsequently denied reemployment with the City shall retain the right of appeal through the grievance procedure.

18.8 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 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.

18.9 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 retain all vacation and sick leave accruals that the employee did not receive compensation for at the time of layoff.

DISCIPLINE

19.1 Right of Discharge

The City shall have the right to discharge, suspend, and demote any employee for cause. The City shall have the right to reduce, for cause, the base pay rate by up to five percent (5%) for any employee for a period not to exceed three (3) months.

19.2 Appeals

If an employee feels he/she has been unjustly discharged, suspended, or demoted, or had his/her base pay rate reduced, employee shall have the right to appeal his/her case through the appropriate procedure (Article 21). Such appeal must be filed with the City Manager by the Union in writing within three (3) calendar days from the date of discharge, suspension or demotion and unless so filed the right to appeal is lost.

ARTICLE 20

PERSONNEL FILES

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 21

21.1 Initial Discussions

Any employee who believes that he/she has a grievance may discuss his or her complaint with the immediate supervisor in the department in which he/she works in the presence of his/her steward if desired. If the issue is not resolved, or if the employee elects to submit his/her grievance directly to an official of the employee organization which is formally recognized as the representative of the classification to which he/she is assigned, the grievance may be referred to the Department Head. If the issue is not resolved, the procedures hereafter specified may be invoked.

21.2 Referral to City Manager

Any employee or any official of the employee organization which has been formally recognized by the City and which has jurisdiction over any position directly affected by the grievance 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 21.3 below which has not first been filed and investigated in pursuance of this Sub-Article 21.2. A grievance which remains unresolved thirty (30) calendar days after it has been submitted in writing may be referred to the Board of Administrative Appeals.

21.3 Board of Administrative Appeals

In the event a 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.

21.4 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 Personnel Officer 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.

Decisions of the Board regarding grievances shall be appealable to the City Council. 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 the 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.

21.5 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 22

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 23

WATER/WASTEWATER AND PARKS STANDBY

Calls responded to after the normal work day prior to 12:00 midnight are posted at the rate of a minimum of two (2) hours pay credit for any number of calls for which compensation is less than two (2) hours total as computed above. Calls responded to after 12:00 midnight until the beginning of the day shift, unless said hours are contiguous to the employee's normal work hours and are therefore considered overtime, shall be posted at the rate of a minimum of three (3) hours pay credit for any number of calls for which compensation is less than three (3) hours total as computed above.

23.2 Parks Division Standby

A standby list shall be established for assignments after hours in the Parks Division. Such list shall be in effect from March 1 to October 31 of each year. Employees on this list shall be compensated in accordance with the compensation provided for employees on the secondary standby list for the Water/Wastewater Division, Article 23.1. Parks Division employees only shall be eligible to participate in this standby assignment and shall not be eligible for standby in other divisions for such time as the Parks Division standby list is in effect. When a situation arises where it becomes necessary to call out an employee to attend to a problem or circumstance in a City-landscaped area, employees on this Parks Division standby list shall be called.

23.3 Holiday Standby Compensation

Employees on standby shall receive six (6) additional hours standby pay for each holiday except Thanksgiving, Christmas and New Year's when compensation shall be an additional eight (8) hours.

ARTICLE 24

SAFETY SHOES/UNIFORMS/MEALS AND
MISCELLANEOUS CONDITIONS OF WORK

24.1 Safety Shoes

The City shall contribute One Hundred Thirty Dollars and No/100ths (\$130.00) per fiscal year toward the purchase of safety shoes. Shoes may be purchased through the voucher system.

Effective July 1, 1998, the safety shoe allowance shall be \$140.00 per fiscal year.

The City agrees for the term of this Memorandum of Understanding to furnish four (4) sets of uniforms to new employees in this unit. The City further agrees to replace worn-out uniforms as needed. However, no more than four (4) sets of uniforms (e.g., 4 shirts and 4 pants or any combination thereof not to exceed 8 items) shall be replaced per calendar year (January 1 to December 31). In addition, one sweat shirt, safety orange color, per year will be provided. Parkas and windbreakers (Chalkline) shall be provided to ensure proper attire is available for all weather conditions and shall be replaced as deemed necessary by the City.

Employees eligible for uniforms shall, at their option, request the substitution of one regular shirt for three (3) "T" Shirts. These will be provided by the City at an expense equal to the cost of the uniform shirt or not to exceed One Dollar (\$1.00) of current or inflationary costs of the uniform shirt.

Employees are to maintain said "T" shirts in a presentable form and should replacement be required, it shall be done at employee's expense.

There shall be no compensation for alterations to uniforms except for initial hemming and/or cuffing.

24.3 Meal Periods - Outside Regular Working Hours

It is the policy of the Public Works Department, Maintenance Division, to insure the health and welfare of its employees by providing a period for the eating of meals at regular or nearly regular times and intervals when such times or intervals fall within the hours the employee is required to work. Each employee is basically responsible to provide the employee's own meals. It is the intention of the City to provide for alternate eating arrangements when the hours or location of required duty make normal eating habits impossible or impractical. Whenever practical, employees should take meals during normal times and only use commercial establishments when the employee's normal eating arrangements cannot be used because of a requirement that he/she be on duty.

The City may provide appropriate meals and/or refreshments at the site of the work at City expense and employees will not be otherwise compensated for such meals. Normal meal times for the purpose of this policy shall be:

Breakfast 7:00 to 7:30 a.m.

Lunch 12:00 noon to 12:30 p.m.

- b. Four (4) hours before, and at least two (2) hours after end of scheduled work day;
- c. Four (4) hours between 5:30 p.m. and 7:00 a.m. and for each four (4) hours worked during the period;

The employee will be eligible for a meal ticket for the cost of meal eaten during the period being worked, in a commercial establishment located within the City limits, up to the amount of Seven Dollars and 50/100ths (\$7.50) per meal. The Public Works Director will review any amount over Seven Dollars and 50/100ths (\$7.50) and determine if it is reasonable for payment. It is expected that employees will keep the cost below the Seven Dollars and 50/100ths (\$7.50) limit.

Effective August 1, 1998, the meal allowance shall be Eight Dollars and 50/100ths (\$8.50).

Should performance of duties make taking a meal period impossible or impractical, the meal ticket must be used within two weeks of issuance. The period used for eating shall be shown as a separate entry on the time card.

24.5 Continuity of Work

To avoid excessive loss of time (in transit), employees should not anticipate having work breaks or lunch consistently at the Maintenance Services Center. Where a project will last an individual or crew in excess of two (2) consecutive hours, the employee shall plan on taking an authorized 15-minute work break in accordance with the November 3, 1992, letter outlining the understanding between the Union and the Deputy Director.

Material and tools to complete as much work as can be practically scheduled in advance will be acquired before leaving the Service Center. Vehicle refueling will be accomplished before leaving the Service Center in the morning or upon returning to the Service Center at the end of the day.

24.6 Lunch Period

The purpose of the lunch period is to allow time for the employee to eat lunch and have a brief rest period near the middle of his work shift. Not more than thirty (30) minutes will be used to eat lunch. The normal time to begin the lunch period is four (4) hours after the beginning of a work shift. A wash-up period of up to fifteen (15) minutes will be allowed. In no event will any job be shut down for wash-up/lunch for more than forty-five (45) minutes--including any required travel time. Employees may use the

24.8 Educational Incentive Plan

For classes approved by the Department Head and City Manager, the cost of books, tuition and transportation shall be reimbursed by the City, subject to the guidelines specified in Administrative Memorandum based on a first-come, first-served basis.

24.9 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. One representative shall be selected to represent the Union in the City-wide Safety Committee.
- c. Three (3) representatives selected by Management and three (3) 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.

- d. The City shall continue to present practice of providing safety glasses.
- e. Safety Equipment - The City and Union will refer the recommendations of the Park, Street Maintenance and Water and Sewer employees to the City's Safety Committee for consideration and action. Said action, if any, should be directed at the definition of the problem, identification of possible alternative solutions considering practicality and economy.

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.

24.11 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.

24.12 Temporary Assignments

The City shall not hire employees in a temporary capacity for more than 2080 continuous hours.

24.13 Promotions

If there are four or more names on a promotional list, only that list and no open list shall be certified to the department and the selection made to fill the vacancy shall be from that promotional list.

Nothing in this provision will prevent the City from holding concurrent open and promotional recruitments so that an open list exists if there are insufficient names on the promotional list.

This provision applies only to positions in this unit.

24.14 Test/Certificate Fees

The City shall continue its practice of paying for test fees and fees required to obtain and renew certificates but only for employees who take and successfully complete the requirements (including tests) for certification or licensing.

ARTICLE 25

SEPARABILITY OF PROVISIONS

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 MEMORANDUM 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. Regular and current practices which have not been considered during this meet and confer shall be incorporated as an addenda if brought to the City's attention and verified by September 30, 1992. When such practice is identified, the City and the Union will discuss in order to determine the best and legally acceptable implementation process.

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. I 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:

AFSCME, LOCAL 2575, UNIT I

By: _____
YANIE CHAUMETTE
Asst. City Attorney/Personnel Director

By: _____
JIM HICKS
Business Agent

By: _____
PHILLIP HARRINGTON
Deputy Director of Public Works

By: _____
GAVIN JOHNSON
Member

By: _____

By: _____