

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH POLICE OFFICERS' ASSOCIATION

SEPTEMBER 1, 2021 - AUGUST 31, 2025

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PREAMBLE

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

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

ARTICLE I

RECOGNITION AND COVERAGE

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

The following classifications will be covered by this Agreement:

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

ARTICLE II

CITY RIGHTS

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

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

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

ARTICLE III

ASSOCIATION RIGHTS

A. Dues Deductions

Employees who voluntarily join the Association may authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively "dues deductions.") The Association shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize dues deductions. The Association shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

The City shall deduct from the paychecks of each employee who voluntarily authorizes dues deductions as certified by the Association, or pursuant to an authorization form tendered to the City by the Association or employee, the total amount of dues certified by the Association per month. The City shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the Association. The Association shall specify the person authorized to receive such funds and address to which the City shall forward the dues deductions.

If an employee desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the employee to the Association. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Association to the City and subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the Association.

B. Hold Harmless

The Association shall indemnify, defend, and save the City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of action taken or not taken by the City for purposes of complying with any of the dues deduction provisions of this Memorandum of Understanding.

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

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

Police with a copy to the Human Resources Director.

ARTICLE IV

DISCRIMINATION

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

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

ARTICLE V

HOURS OF WORK

A. Overtime

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

B. Call-Back Time

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

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

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

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

C. Stand by

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

Example:

Normal work hours; 0700 to 1700 hours

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

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

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

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

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

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

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

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

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

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

D. Court Appearances Call Back Time

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

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

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

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

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

Department will redraft overtime cards.

E. Daylight Savings Time

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

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

ARTICLE VI
COMPENSATION

A. Salaries

Effective the first full pay period after September 1, 2021, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2022, salaries for all classifications represented by the APOA shall be increased by two (2) percent.

Effective the first full pay period after September 1, 2023, salaries for all classifications represented by the APOA shall be increased by four (4) percent.

Effective the first full pay period after September 1, 2024, salaries for all classifications represented by the APOA shall be increased by three (3) percent.

B. Work In a Higher Classification

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

C. Shift Differential

Members shall be paid shift differential as follows:

Sworn

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

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

Non-Sworn

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

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

Sworn and Non-Sworn Members

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

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

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

D. Hourly Rate

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

E. Increases Within Pay Ranges

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

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

7. Step F applies only to Dispatch classification.

F. Step Advancement Not Automatic

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

G. Special Salary Adjustments

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

H. Applicable Salary Rates Following Pay Range Increases and Decreases

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

I. Pay Range Change on Anniversary Date

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

J. Pay Range Change on Date of Promotion

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

K. Hiring Above Minimum

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

L. Bilingual Pay

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

M. Senior Officer Pay

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

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

The additional amount shall be based on the formula below.

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

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

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

The above amounts are non-compounding.

N. FTO/CTO Pay

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

O. Detective/Investigator Pay

Sworn Police personnel who are routinely and consistently assigned to perform detective or investigative duties shall receive an additional two hundred fifty dollars (\$250.00) per month above their base pay while serving in this assignment.

P. Motorcycle Officer Pay

Sworn Police personnel who are routinely and consistently assigned to operate and/or patrol on a motorcycle shall receive five hundred dollars (\$500.00) per month above their base pay during that time they are actually riding a police motorcycle in the performance of work-related duties or activities.

ARTICLE VII

LEAVES

A. Vacation

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

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

3. Employees may earn vacation credit up to the maximum stated below. At that point, the employee earns no further vacation credit until he/she reduces the balance. If such accumulation of vacation credit involves two different rates of accumulation, such as would occur on the 5th, 10th, 15th and 20th years of service, the higher rate will be used for computation of the maximum allowed.
4. The minimum amount of vacation which can be used at any one time is one (1) hour.
5. Employees hired prior to March 1, 1992 shall continue to accrue vacation as follows:

<u>Hours Accrued</u> <u>Years of Service</u>	<u>Per Pay Period</u>	<u>Maximum Accrual</u> <u>Allowed (Hours)</u>
1-4	4.923	192
5 - 9	6.153	240
10 - 14	7.077	276
15 - 19	7.692	300
20+	9.230	360

Employees hired after March 1, 1992 shall accrue vacation as follows:

1 - 4	3.385	192
5 - 9	4.615	240
10 - 14	5.539	276
15 - 19	6.154	300
20+	7.692	360

The intent of this provision is to "grandparent" the vacation accrual rate stated in "A" above for all employees who are members of this unit prior to March 1, 1992.

6. Employees may cash out up to 40 hours of accrued vacation leave once each calendar year. Employees must retain at least 80 hours of accrued vacation leave after cashing out vacation leave. Employees who desire to cash out accrued vacation leave must make an irrevocable election in November of the preceding calendar year and identify the number of accrued vacation leave hours they desire to cash out. The employee shall select which pay period they desire to receive the cash payment of either the pay period which includes June 1 or December 1 of the subsequent calendar year. As an example: An employee makes an irrevocable election in November of 2016 to cash out 40 hours of accrued vacation leave. The employee can choose to have the 40 hours paid in the pay period that includes June 1, 2017 or the pay period that includes December 1, 2017. The employee cannot split the 40 hours (i.e., 20 hours paid in the pay period that includes June 1, 2017 and December 1, 2017).
7. Upon termination of employment, a regular or probationary employee shall be paid cash value of the accrued vacation leave at the time of termination in accordance with the above schedule.

B. Holidays

1. Offices shall be closed to the public on the following holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving Day	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

2. In addition, the City shall provide three (3) floating holidays in a calendar year; however, employees with less than six (6) months of service but more than two (2) months of service in a calendar year shall receive only one (1) floating holiday.

Floating holidays must be taken in the calendar year earned. In no event shall an employee be allowed to "cash out" or "carry over" any floating holidays into the next calendar year. The specific date to take floating holidays shall be mutually determined between the employee and his/her Department Head. Floating holidays must be taken in their entirety; no portions of days may be taken. Floating holidays shall be compensated fully based on the employees work schedule, i.e., an employee working a ten (10) hour shift shall receive the entire shift off as a floating holiday.

3. If an employee is required to work on a holiday--including a properly scheduled floating holiday--he or she shall receive holiday pay at the employee's regular rate of pay plus one and one-half (1-1/2) times the employee's regular rate of pay.
4. Holiday pay is in effect only if the holiday is actually worked. If holiday is on the employee's regularly scheduled shift but the employee is off due to illness, vacation, comp time, industrial injury or other leave, employee is not eligible for the one-and-one half (1-1/2) times the regular rate.

Employees assigned to shift work and who take off on a designated holiday shall receive holiday pay at the straight time rate, eight (8) hours. Any leave taken on a holiday shall be charged to the appropriate leave category with no time-off adjustments to compensate the employee for his/her holiday benefit; i.e. if an employee is scheduled to work a designated holiday but takes off ten (10) hours of vacation, his/her accrued vacation shall be charged ten (10) hours and the employee shall receive his/her holiday benefit in the form of eight (8) hours holiday pay.

Holiday pay applies if the majority of the regularly scheduled work hours fall on the holiday. If overtime hours fall on a shift overlapping a holiday, hours will be paid for the day on which those hours were worked, i.e., if overtime is worked on the holiday, pay shall be based on holiday rate; if overtime comes at end of a shift which is on the day following the holiday, employee will be paid at one- and-one-half (1-1/2) times the regular rate.

5. Holiday pay shall be paid for the actual official date of the holiday except that for employees who work on a Monday through Friday schedule, when a holiday falls on a Saturday, the preceding working day shall be observed and when a holiday falls on a Sunday, the following work day shall be observed.

Employees whose services are not essential to holidays, as deemed by the Department, may be required to take the actual holiday off, or in the event the holiday falls on the employees normally scheduled day off, at the Department's discretion, the workday immediately preceding or following the holiday shall be observed. Employees shall be compensated at a City observed holiday rate of pay for their entire shift they are required to take off.

6. All call-back time accrued on a holiday shall be paid at the holiday rate of pay, which is the employee's regular rate plus one-and-one-half (1-1/2) times the regular rate of pay. In no event shall the pay exceed double-time and one-half

(2-1/2) times.

C. Sick Leave

1. Regular and probationary employees shall accrue sick leave at the rate of 3.692 hours per bi-weekly pay period. There is no maximum limit for the accrual of unused sick leave.
2. Sick leave may be used in the following situations and as otherwise permitted by law:

For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner.

- b. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member as defined in a. above.
 - c. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
3. In order to receive sick leave, the employee must notify his/her supervisor or Department office prior to, or as close as possible to, the employee's normal starting time.
4. (a) Upon giving prior written notice, the Chief of Police or designee may require an employee using sick leave to present a physician's certificate attesting he/she has consulted with the physician for an illness or injury. Such certificate must be issued solely by a licensed physician or appropriate medical designee as authorized by the treating physician for the employee's most recent sick leave usage.

(b) The notification for an employee to provide such certificate for an injury or illness shall expire a maximum of 182 calendar days after issuance. The notification shall include the date of expiration.

(c) Employees who have received written notification of the requirement to present such certificate prior to their next occurrence of injury or illness shall present such certificate within one (1) business day upon reporting for duty after an injury or illness.
5. Upon separation, after at least ten (10) years of service, the employee shall

receive payment for the cash value of forty percent (40%) of his or her unused sick leave. The maximum amount payable under this Article is three hundred twenty (320) hours pay.

6. Conversion - Effective September 1, 1998, at the end of each calendar year, if a member has used less than five (5) days of sick leave, he/she may convert up to twelve (12) days of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce sick leave balance to less than four hundred (400) hours. Sick leave not converted shall continue to accumulate to the member's account.

D. Military Leave

Military Leave shall be granted in accordance with the applicable provisions of State Law.

E. Funeral Leave

1. An employee may take time off with pay to attend to arrangements related to and attendance of the funeral of his/her spouse, registered domestic partner, children, step-children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's or registered domestic partner's grandparents and grandchildren.
2. The amount of time off granted shall depend on individual circumstances, but in no case shall exceed three (3) scheduled work days. The employee's Department Head must be notified in advance.

F. Jury Duty/Witness in Judicial Proceeding

1. Any employee legally required to report for jury duty and/or serve as a juror on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served.
2. Any employee legally required to serve as a witness in any judicial proceeding on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. A judicial proceeding is defined as, but is not limited to, coroner's inquest, hearings held pursuant to actions pending in either justice, municipal, superior or federal courts, and other official proceedings to which an employee is subpoenaed in relation to his/her City employment. This provision shall not apply if the employee is a litigant against the City notwithstanding a grand jury subpoena, or is a witness or litigant in any other judicial proceedings unrelated to his/her City employment.

If an employee is subpoenaed for a case at a former Employer and the employee received compensation for such time worked from both the City of Antioch and the former Employer, such compensation from the former Employer shall be remitted to the City of Antioch.

3. Any per diem compensation received by an employee for such services

performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such services to ensure adequate scheduling and staffing levels are met in accommodating the employee's appearance. All employees must report immediately upon the termination of services. A copy of the jury summons or subpoena will be filed with the City by the employee.

4. No employee shall be entitled to full pay for such service when rendered pursuant to an action or proceeding in which such employee or member of the immediate family thereof is a party to such action or proceeding, excepting therefrom actions initiated by the City and having some connection with such employee's employment by said City.

G. Family Care Leave

1. Family and Medical Care Leave shall be as mandated by State and Federal law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Personnel Department. The contents of the Policy shall be modified from time to time in order to reflect administrative changes.

H. Other Leaves of Absence

1. The City Manager may grant a leave of absence without pay for a period not to exceed twelve (12) months.
2. The City Council may grant an additional leave of absence without pay for six (6) months. In no event shall a leave of absence granted by the City Manager and City Council exceed one (1) year.
3. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Director. A regular employee with a granted leave of absence shall not receive compensation for holidays that occur during such leave nor shall he/she accrue vacation or sick leave credit. His or her anniversary date shall be deferred by the length of such leave. If the approved leave is for medical reasons, the City shall continue to pay life and dental insurance premiums for up to the first six (6) months of such leave.
4. If the approved leave is for medical reasons, the employee shall not return to work until he/she provides the City with a doctor's certificate stating that the employee is capable of resuming normal duties on a full-time basis.
5. Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted or to an equivalent position. An employee who fails to report to work within three (3) days following expiration of his or her leave shall be deemed to have voluntarily terminated their employment with the City.
6. An employee who is absent from work for three (3) working days or more without an approved leave of absence in accordance with the provisions of this

section shall be deemed to have voluntarily terminated their employment with the City.

ARTICLE VIII

HEALTH AND WELFARE

A. Medical Insurance

1. The City contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS and the City's Medical-After-Retirement Policy.
2. The City shall contribute on behalf of each active and retired employee who subscribes for coverage an amount equal to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the medical insurance premium. The City shall contribute an additional amount on behalf of represented employees to the Cafeteria Plan pursuant to Section H. below. The City's additional contribution shall equal the CalPERS medical insurance premium amounts for the plan year when combined with the MEC. (See Work Sheet in Appendix B.)
3. Except as provided herein, represented employees shall purchase medical insurance through the CalPERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a \$3,000 lifetime maximum orthodontia benefit.
2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a \$25,000 group life insurance policy for each employee effective on the first day of the month following the date of hire. Represented employees shall be required to enroll in the \$25,000 life insurance policy.
2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Long-Term Disability Insurance Non-Sworn Members

1. The Association shall make available to represented non-sworn employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.
2. Industrial Disability - In the event of an industrial illness or injury, the City shall cease paying full salary for employees who receive Workers' Compensation temporary disability payments, except that full salary shall continue for the first thirty (30) calendar days. The employee may use accumulated sick leave, vacation, compensation time, and floating holidays to extend the time in which full salary can be received.
3. Non-Industrial Disability - In the event of a non-industrial illness or injury, the employee is required to use all but 40 hours of accumulated sick leave before LTD benefits begin. If sick leave is exhausted before the end of the thirty (30) calendar day waiting period, vacation, compensation time and floating holidays may be used. The employee also may use vacation, compensation time and floating holidays beyond the thirty (30) calendar day waiting period to extend full salary.
4. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

F. Vision Care

1. The City shall make available to represented employees and the dependents of represented employees Options I, II, III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc. as that plan existed for other represented employees of the City on the effective date of this agreement.
2. Enrollment in the Vision Care Program is optional.

G. Employee Assistance Program

1. The City shall continue to make available to represented employees the City's current Employee Assistance Program (EAP).
2. Enrollment in the EAP is mandatory.

H. Cafeteria Plan

1. Effective January 1, 2016, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the Cafeteria Plan on behalf of represented employees.
 - a. For an employee who is eligible for employee only medical coverage, the City shall contribute the PERS Kaiser single Bay Area rate, subject to A.2 above and f. below.
 - b. For an employee who is eligible for two (2) party medical coverage, the City shall contribute the PERS Kaiser two (2) party Bay Area rate, subject to A.2 above and f. below.
 - c. For an employee who is eligible for family medical coverage, the City shall contribute the PERS Kaiser Family Bay Area rate, subject to A.2 above and f. below.
 - d. City shall contribute to the most densely populated dental plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family
 - e. The City shall contribute to the most densely populated vision plan at the appropriate employee's benefit enrollment level; 1 party, 2 party of Family.
 - f. Effective each January 1 for the duration of this agreement, the amounts specified in Section H., 2., a., b. and c. of this Article will be increased by the percentage amounts determined by the PERS Bay Area Kaiser service provider to provide said benefit up to a maximum increase of ten percent (10%) per year. In the event the increase that year is more than ten percent (10%), the City will pay 50% of the increase and the employee will be responsible for the other 50% of the increase that is greater than ten percent (10%).
 - g. The City will contribute up to the full ten percent (10%) to reduce the burden on the employee from the previous year should the increase in the previous year be greater than ten percent (10%). (Example: 12% increase one year,

employee pays 1%. The following year has an 8% increase, City picks up that 1% from the previous year for a total of 9%. Not to exceed 10% to the City in a year where the premium increase was actually less than 10%).

- h. In the event that in December of each year it is determined that the most populated plan in the bargaining unit is not Kaiser, then the Employer will use the most populated plan to apply the above formula.
- 2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Cafeteria Plan account are to be expended during the ensuing plan year. Thereafter, except as provided in the Cafeteria Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.
 - a. During the designated Open Enrollment Period each year, each represented employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered through the Cafeteria Plan.
 - b. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Cafeteria Plan to cover the cost of such selections.
 - c. If the costs of an employee's selections under the Cafeteria Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. For an employee hired after September 1, 2007 the maximum monthly amount that may go into wages is Two Hundred Fifty Dollars (\$250) per month. Such amount will be adjusted each year by the percentage increase of the City's medical contribution on January 1 of each year.
 - d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.
 - e. The City will not treat the employee share of premium payments within the Cafeteria Plan as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

I. Alternative Services

1. The City and the Association may, by mutual agreement, re-open discussions at any time during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.
2. The City also reserves the right to offer optional alternative health and welfare benefit programs.

ARTICLE IX

RETIREMENT

A. Public Employees' Retirement System (CalPERS)

1. Sworn Members

- a. Sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the CalPERS 3% at age 50 safety retirement benefit plan. Retirement benefits shall continue to be based on the one-year final compensation formula in accordance with Government Code Section 20042.
- b. The City shall continue paying the full 9% employee contribution for "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as special compensation". For officers retiring prior to September 1, 2012, the City will purchase a bridge annuity that provides the equivalent benefit of such contribution to CalPERS as special compensation to employee's salary.
- c. Effective the first pay period after March 1, 2012, sworn employees began contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan. Sworn "classic" and "legacy" employees shall continue contributing 9% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for that plan.
- d. Effective the first pay period after September 1, 2016, sworn classic and legacy employees shall contribute a total of 11.5% of pensionable compensation (an additional 2.5%) on a tax deferred basis towards the City's CalPERS contributions for the 3% at 50 safety plan.
- e. Effective September 1, 2017, sworn classic and legacy employees shall contribute a total of 12% of pensionable compensation (an additional 0.5%) on a tax deferred basis towards the City's Cal PERS contributions for the 3% at 50 safety plan.
- f. If, as a result of legislative change or unilateral action by the City, employees are required to make an employee contribution for all or a portion of the employee's share of retirement costs that reduces or eliminates the EPMC, the 12% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
- g. Sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.7% at 57 safety retirement benefit formula. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.

2. Non-Sworn Members

- a. Non-sworn "classic" and "legacy" employees, as defined by CalPERS, shall continue to receive the CalPERS 2.7% at age 55 miscellaneous retirement benefit plan. Retirement benefits shall continue to be based on the one year final compensation formula in accordance with Government Code section 20042.

- b. The City shall continue paying the full 8% employee contribution for non-sworn "classic" and "legacy" employees as an employer-paid member contribution (EPMC). The City reports such contribution to CalPERS as "special compensation" for all non-sworn classic and legacy employees.
 - c. Non-sworn "classic" and "legacy" employees shall contribute 8% of pensionable compensation on a tax deferred basis towards the City's CalPERS contributions for the 2.7% at 55 miscellaneous plan.
 - d. If, as a result of legislative change or unilateral action by the City, employees are required to make a direct employee contribution for all or a portion of the employee's share of retirement costs that reduce or eliminate the EPMC, the 8% employee cost share contribution paid towards the employer's cost shall be converted to an employee contribution.
 - e. Non-sworn "PEPRA" employees, as defined by CalPERS, shall receive the CalPERS 2.0% at 62 miscellaneous retirement benefit plan. Retirement benefits shall be based on the three year average final compensation formula. PEPRA employees shall pay 50% of the normal cost for such retirement benefits on a pre-tax basis, as determined by CalPERS.
3. Except as may be modified by the parties the total cost of retirement benefits shall be borne by the City under California Government Code 20615.
 4. The City shall continue providing such other CalPERS optional benefits and enhancements to sworn and non-sworn members as set forth in the City's contract with CalPERS on the date of execution of this MOU.
 5. Except where changes are imposed upon the City and the Association by outside authority, modifications in benefits will occur by mutual agreement only.
 6. The City and the Association may request that this section be reopened during the term of this MOU, with written notice to the other party. The reopener may only be exercised to address CalPERS rules and/or regulation modifications or the implementation of statutes which impact retirement benefits.

B. Medical-After-Retirement

The City shall provide a medical-after-retirement benefit in accordance with the Antioch Police Officers' Association Medical-After-Retirement Reimbursement Plan as described in Appendix A.

ARTICLE X

EDUCATIONAL INCENTIVE

A. Educational Reimbursement Program

Employees are eligible to receive reimbursement for approved courses through a recognized college or university in accordance with City policy on educational reimbursement up to a limit of Eight Hundred and No/100ths (\$800.00) per year

B. Educational Incentive Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatcher shall receive educational incentive pay as a percentage of base monthly pay as follows:

AA Degree	2.5%
BA/BS Degree	5%

The above percentages are not cumulative. The maximum educational incentive a dispatch employee can receive is 5%.

3. Effective September 1, 2016, non-sworn employees in the classification of Community Services Officer shall receive educational incentive pay for possession of an Associate or Bachelor's degree as follows:

AA Degree	\$75 per month
BA/BS Degree	\$105 per month

The above amounts are not cumulative. The maximum educational incentive a Community Services Officer can receive is \$105 per month.

C. Peace Officer Standard Training (POST) Certificate Pay

1. Effective September 1, 2016, sworn employees in the classifications of Police Officer, Police Corporal and Police Sergeant shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate	2.5%
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Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a sworn employee can receive is 5%.

2. Effective September 1, 2016, non-sworn employees in the classifications of Police Dispatcher and Lead Dispatcher shall receive POST certificate pay as a percentage of base monthly pay as follows:

Intermediate Certificate 2.5%
Advanced Certificate 5%

The above percentages are not cumulative. The maximum POST incentive a dispatch employee can receive is 5%.

D. Corporal POST Certificate

1. Effective March 1, 2012, the Corporal position may be eligible for Supervisor POST Certificate, if POST approves the Department's request for Corporals to be considered for the POST Supervisory Certificate, and
 - The Department's current training meets the POST standards for the Supervisory Certificate.
2. The possession of a POST Supervisory Certificate will not qualify an employee, in and of itself, to be reclassified to the Sergeant Classification.
3. The intent of allowing the Corporal to be eligible for a POST Supervisory Certificate is NOT to:
 - provide certificate compensation for the POST Supervisory Certificate.
 - provide an avenue for Corporals to claim they are meeting the full range of Sergeant duties.

E. Employees are only eligible to receive either the education incentive or a POST incentive but not both.

F. It is the employee's responsibility to notify their Department Head and the Personnel Department of any degree or certificate attained. The pay will begin the date the Personnel Department receives a copy of the degree or certificate. There shall be one exception to this rule: An employee is eligible for up to three (3) months retroactive pay if there is a delay between attainment of the degree or certificate and official notification from the college, university or academy.

Qualifying courses and special instruction are to be pursued during the employee's off-duty time. As the approved training will be outside the area of assignment, no employee shall be allowed to attend the training while on duty, and no overtime shall be accrued for any training pertaining to the approved hours. This will not restrict any employee to apply for time off when said time can be deducted from his/her accrued overtime hours, or for arranging to trade shifts

with another employee, having another employee work his/her shift in order to attend classes. The time off and trading of shifts shall be at the discretion of the shift supervisor and by approval of the Department Head.

ARTICLE XI

UNIFORM, SAFETY EQUIPMENT, MEAL, MILEAGE & CANINE ALLOWANCES

A. Uniform Allowance

1. Sworn Members

- a. Sworn members, effective September 1, 2007, shall receive a uniform allowance of Eight Hundred Sixty Dollars and No/100ths (\$860.00) per year paid at the rate of Seventy-one Dollars and 67/100ths (\$71.67) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Sworn Members shall be increased by Twenty Dollars and No/100ths (\$20.00) per year, paid on a monthly basis.

2. Non-Sworn Members

- a. Non-Sworn members, effective September 1, 2007, shall receive a uniform allowance of Five Hundred Fifty Dollars and No/100ths (\$550.00) per year paid at the rate of Forty-Five Dollars and 83/100ths (\$45.83) per month.
- b. Effective each September 1 thereafter for the duration of this Agreement, the uniform allowance for Non-Sworn Members shall be increased by Ten Dollars and No/100ths (\$10.00) per year, paid on a monthly basis.

B. Canine/Bicycle/S.W.A.T

Canine Officers shall be provided with two (2) canine "utility" uniforms, consisting of two (2) pants and two (2) shirts.

Bicycle Officers shall be provided with two (2) bicycle uniforms, consisting of one (1) pair of shorts, one (1) pair of long pants, two (2) shirts and one (1) pair of gloves.

S.W.A.T. team members shall be provided with one (1) S.W.A.T. uniform consisting of one (1) pair of long pants, and one (1) shirt.

All items of uniform apparel provided to the above officers shall be replaced as deemed necessary by the Department Head and/or his/her designee.

C. Safety Equipment

1. The City shall provide necessary safety equipment as deemed appropriate by the Department Head, to those officers assigned to S.W.A.T. and/or bicycle patrol.

2. Ballistic Vests

The City shall provide all sworn officers with a ballistic vest upon employment. Should such vest become unserviceable due to normal wear and tear, or defects, or the manufacturer's warranty date expires, the City shall replace the vest at no cost to the employee.

- a. The City reserves the right to determine the ballistic vest specifications including, but not limited to, manufacturer, design, threat level, etc.
- b. An employee may, of their choosing, opt to purchase their own vest provided the chosen vest either meets or exceeds the ballistic vest specifications utilized by the Department. Should the cost of the vest exceed the cost of the City-issued vest, the City will reimburse the employee's expense, not to exceed the cost of the City-issued vest.

3. Motor officers, shall be provided with 1 Helmet, 1 pair of Boots, 1 pair of Gloves, 1 pair of safety glasses for day time, 1 pair of safety glasses for night time, 1 leather jacket, 2 pair motor cycle uniform pants.

D. Mileage and Meal

1. Whenever a member of this unit is required to use his/her personal automobile for City business, that member shall be compensated in accordance with Administrative Memo No. 66 dated April 29, 1997 (as set by IRS Code).
2. Whenever a member of this unit works in excess of four (4) hours overtime, he/she shall be compensated for the cost of a meal in accordance with paragraph 4 (a) below.

The City shall pay/reimburse the cost(s) for all travel/transportation, lodging, and parking and provide employees the daily per diem published by the U.S. General Services Administration for the region, when employees work duties require overnight lodging. Authorization by the Department Head is required for work duties which require overnight lodging and payment or reimbursement of the following:

City Vehicle – City shall reimburse the employee for all fuel cost(s) when the employee was required to purchase fuel for the City vehicle. The employee shall submit a receipt(s) upon requesting reimbursement.

Personal Vehicle – City shall reimburse the employee at the mileage reimbursement rate published by the U.S. General Services Administration for all mileage directly related to authorized duties. Mileage will be based on round trip distance between the Antioch Police Department and the destination. Should the travel require overnight accommodations, the round trip mileage between the place of lodging and the destination shall also be reimbursed.

Rental Vehicles – City shall pay/reimburse the employee for all rental fees to include required vehicle rental fee, supplemental rental vehicle insurance

coverage and fuel cost(s) directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Air Travel – City shall pay/reimburse the employee for all air travel fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Public Transportation – City shall pay/reimburse the employee for all public transportation fees directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement for amount over ten dollars.

Parking – City shall pay/reimburse all parking cost directly related to authorize duties. The employee shall submit a receipt(s) when requesting reimbursement.

Lodging - City shall pay/reimburse the employee for all lodging (room fee and any taxes) costs directly related to authorized duties. The employee shall submit a receipt(s) when requesting reimbursement.

Per Diem – City shall provide the employee the daily per diem published by the U.S. General Services Administration for the region. The employee will not be required to provide receipts or reimburse the City any unspent per diem. In the event an employee is attending a function in which the relevant meal(s) are furnished as part of the cost of the function, that part of the per diem meal allowance will not apply for those meals provided and will be prorated.

The employee shall be required to reimburse the City any per diem received when:

Travel cancelled prior to the departure of employee or the employee did not travel. Employee shall reimburse the City the entire per diem provided.

Number of per diem day provided less than the actual number of days employee traveled. Employee shall only reimburse the City for the number of per diem days not traveling

4. As it relates to local travel not requiring overnight accommodations the following conditions shall apply:

Meal Reimbursement Eligibility:

- a. Meal reimbursement will be for the "actual cost of the meal" up to a maximum of \$11.50 for breakfast, lunch or dinner.
- b. Requests for reimbursement must be submitted on an "official receipt" from the eating establishment. If the receipt does not bear the name of the eating establishment, the establishment's name must then be written on the receipt by the employee. Handwritten receipts must be filled out by a member of the eating establishment, not the employee.

- c. Receipts must be submitted by the beginning of the next regularly scheduled workday.
- d. A receipt representing a purchase for multiple employees shall list the names of the employees on the reverse side.
- e. For purposes of this section, "normal meal time" is defined as follows:

If an employee is working their normally scheduled shift, the normal meal time shall be the hour immediately following the mid-point of their shift. Example: An employee who is working swing shift, 1500 to 0100 hours, the midpoint would be 2000 hours. The meal time would be 2000 to 2100 hours. The employee must be away for one (1) hour before and one (1) hour after this period.

If an employee is off, or working a 0800 to 1700 hour shift, the normal meal time shall be considered 1200 to 1300 hours. To qualify for reimbursement, the employee must be away between 1100 to 1200 and 1300 to 1400 hours, one (1) hour before and one (1) hour after meal time.

E. Canine Allowance

- (a) City of Antioch shall purchase the service dogs and maintain ownership unless sold as set forth below. Any dogs sold shall be on an "as-is" basis with no warranties. The new purchaser of the dog shall then be responsible for all maintenance and care of the dog.
- (b) If after a minimum of four (4) years in assignment, or at any time when the service dog is deemed to be disabled to perform required police work, and is retired, the City of Antioch agrees to sell the service dog to the current handler for one dollar (\$1.00) upon retirement from the unit at the handler's option.
- (c) If the service dog is deemed to be unsuitable to perform and is removed from the canine unit, the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler for one dollar (\$1.00), but only after the service dog has been evaluated by two independent trainers; to determine if it presents a liability. The cost of this evaluation shall be assumed by the City of Antioch. The determination of whether a service dog is unsuitable to perform, as well as the determination of whether to sell it, shall be at the sole discretion of the Chief of Police.
- (d) If the service dog is still capable of performing police work and the handler leaves the unit between years one (1) and four (4), the City of Antioch at the sole discretion of the Chief of Police, may sell the service dog to the handler at a prorated cost to include the initial purchase of the service dog and basic handler's course based on the following formula:

Years one (1) to two (2):	100%
Years two (2) to three (3):	60%
Years three (3) to four (4):	40%

(e) While the dog is in service for the City of Antioch, the handler shall be responsible for its care including food, grooming and veterinary care. City of Antioch shall pay monthly maintenance costs in the amount of one-hundred fifty dollars (\$150.00) for food, grooming and other maintenance costs. City of Antioch shall also pay for reasonable veterinary costs.

In determining the reasonableness of costs, consideration shall include, but is not limited to: nature of illness or injury, veterinarian's prognosis, service life expectancy of the canine, and whether the illness or injury has been sustained on or off duty. Costs incurred will only be considered for "active" and "City Owned" service dogs. The Chief of Police has sole discretion at determining reasonableness.

(f) City of Antioch shall provide a 5% specialty assignment pay to service dog handlers while assigned to the canine unit as defined in Section 571(a)(4) in Title 2, Division 1, Chapter 2 of the California Code of Regulations.

(g) At the City of Antioch's discretion, the City shall pay reasonable costs for the installation of a service dog kennel to be installed at the residence of the service dog handler.

(h) City of Antioch shall purchase all required service dog equipment to include leashes, harnesses, collars, badge and muzzle and shall replace the equipment as needed and deemed appropriate by the Canine Unit manager.

(i) City of Antioch agrees to pay for all service dog training while the dog is in service. The amount and type of training provided shall be established at the sole discretion of the Chief of Police.

(j) The City of Antioch reserves the right to remove an officer from the Canine Unit if the officer has demonstrated a pattern of unsatisfactory job performance. The City of Antioch also reserves the right to terminate the Canine Unit program.

ARTICLE XII

SENIORITY

A. City Definitions

1. City Service Date shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. City Service Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence (including military leave as defined above) and excluding all time spent on unpaid leave of absence.
2. Classification Seniority Date shall be defined as the date upon which the employee was hired or promoted into their current classification and shall include regular, probationary, provisional, temporary (full-time and intermittent, excluding Police Reserves) as well as leaves of absence for obligatory military service while an employee of the City. Classification Seniority Date shall be calculated to include all time spent as an employee of the City as defined above including all time spent on paid leave of absence and excluding all time spent on unpaid leave of absence.

B. Department Definitions

1. Seniority shall be defined as the date of hire with the City of Antioch, which shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing seniority.
2. Date of Classification shall be defined as stated below. The Date of Classification shall include all time spent on paid leave and all time spent on unpaid leaves of absence. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the Date of Classification.

3. SWORN

Officer

Classification Seniority shall be defined as the date upon which the employee was hired as a Sworn employee with the City of Antioch and shall include all time as a sworn employee. Date of Classification shall be calculated as indicated above.

Corporal

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Corporal with the City of Antioch. Date of Classification shall be calculated as indicated above.

Sergeant

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to the classification of Sergeant with the City of Antioch. Date of Classification shall be calculated as indicated above.

4. NON-SWORN

Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired as a Dispatcher with the City of Antioch, and shall include all time as a Dispatcher and Lead Dispatcher. Date of Classification shall be calculated as indicated above.

Lead Dispatcher

Classification Seniority shall be defined as the date upon which the employee was hired or promoted to a Lead Dispatcher with the City of Antioch. Date of Classification shall be calculated as indicated above.

Community Service Officer

Classification Seniority shall be defined as the date of hire as a Community Service Officer with the City of Antioch. Date of Classification shall be calculated as indicated above.

C. Determination of Seniority Date

As determined by official City payroll records, all services in the employ of the City shall be counted toward the establishment of an employee's City Service Date. All service in a given classification shall be counted towards the establishment of an employee's Classification Service Date. Less than full-time service will be consolidated in equivalencies of full-time service for the purpose of establishing the City Service Date and Classification Seniority Date.

D. Appropriate Classification

Probationary or regular status employees temporarily acting out of classification or holding a provisional appointment in another classification will be considered to be in the classification in which they hold regular or probationary status.

E. Ties

1. If two (2) or more employees have identical City Service Date and Date of Classification the tie shall be resolved by the following:
 - a. For employees hired before January 1, 2012 the tie shall be resolved in accordance with the Antioch Police Officers' Association Police Officers' Seniority List (data as of 11/03/2012.)
 - b. For employees hired on or after January 1, 2012 the tie shall be resolved by the employee who has the lowest last three (3) digits of their Social Security Number shall have the higher seniority date.

F. Days Off

Classification seniority shall be the basis for preference for vacation, personal holidays and compensatory time off.

G. Shift Bid

Shift Bid for patrol and dispatch will be done by seniority. The process will be outlined in Department policies, special orders and practices, which may be modified or changed in accordance with the MMBA.

H. Order of Layoff

The order of layoff shall be in inverse classification seniority, the employee in that classification with the least seniority being laid off first. In rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. All emergency and temporary employees working in the same classification as those identified for layoff must be laid off prior to the layoff of probationary or regular status employees.

I. Demotion in Lieu of Layoff

Before an employee with regular or probationary status may be laid off from employment with the City, consideration must be given to the employee's right to voluntarily demote to a lower level classification from which the employee was originally promoted or any subsequently created intermediate level classification for which the employee possesses the basic minimum qualifications.

In the process of demoting, the Classification Seniority Date shall be utilized. Employees with the least amount of seniority shall demote first. Employees may only displace another employee with less seniority.

The demoting employee has a right to be retained in the highest pay step possible which is equal to or less than the employee's present pay step.

In rehiring, as promoted positions are reinstated, the last employee to voluntarily demote shall be the first employee promoted until such list of demoted employees is exhausted. In no case shall an employee that voluntarily demoted be reinstated to a higher classification than the employee originally held prior to voluntarily demoting.

J. Bumping into the Bargaining Unit

Bumping Rights Limited by the following:

- Any employee of the Police Department who is not a member of the bargaining unit represented by the APOA who requests to bump into a classification represented by the APOA must meet the following criteria at least 45 days prior to placement in the bargaining unit:
 - The individual must meet the Minimum Qualifications of the classification for which they wish to bump into.
 - Any individual must meet the physical requirements of the classification.
 - The individual must meet the educational requirements of the classification.

- The individual must meet any POST requirements.
- The individual must pass all psychological examinations required of new employees.

ARTICLE XIII

GRIEVANCE PROCEDURE

The following grievance procedure is in accordance with the City of Antioch Personnel Rules.

A. Grievance Procedure

1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of the following:

- Personnel Rules
- Merit System Rules and Regulations
- Memorandum of Understanding
- Department Policies
- Department Procedures
- Department Special Orders

Grievances filed regarding the following may be processed only through and including Step 3 (City Manager Level) of the grievance procedure.

- Department Policies
- Department Procedures
- Department Special Orders

2. For purposes of this procedure a “work day” or “working day” is defined as:
 - Any day Monday – Friday except for City designated Holidays and City Hall closures.
3. It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Any grievance not initiated or pursued by the employee or employee organization, as the case may be, within the time limits specified in this procedure, will be considered settled on the basis of the last answer by the City unless the time limit is extended by written agreement of both parties. If the City fails to respond within the time limits specified in this procedure, the employee or employee organization shall be entitled to pursue the grievance to the next higher step in this procedure.
4. At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance within fifteen (15) working days, except for any materials which, in the City Manager’s discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

5. Any employee in the bargaining unit and/or the employee organization shall have the right to use the grievance procedure. Any employee in the bargaining unit or employee organization shall be able to use the grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through their employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.
6. Grievances will be processed in the following manner and within the stated time limits:

Step 1. The grievance must be presented to the employee's Lieutenant or his/her designee within fifteen (15) work days following the occurrence of the event or discovery of the event upon which the grievance is based. The grievance must be presented in writing on the official City of Antioch Grievance Form. The Lieutenant or his/her designee shall make a thorough investigation of the reported grievance and render his/her decision within five (5) work days. Most grievances should be solved at this employee-supervisor level.

Step 2. If the employee is not satisfied with the decision of the Lieutenant at Step 1 and wishes to appeal the decision, the employee, individually or by instructing the designated representative of the employee organization, can appeal the grievance to the Chief of Police or his/her designated representative. The appeal must be in writing and filed with the Chief of Police within fifteen (15) working days of the date the decision was rendered by the Lieutenant in the preceding step.

At this step of the grievance procedure, a supervisor or employee, individually or through his/her designated employee organization representative, shall have the opportunity to provide evidence from witnesses. The Chief of Police or his/her designee in this step shall make a thorough investigation of the reported grievance and render his/her decision in writing within five (5) working days.

Step 3. If the employee is not satisfied with the decision of the Chief of Police at Step 2 and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within fifteen (15) work days of the date the decision was rendered by the Chief of Police in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the

close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this Step, shall proceed to Step 4.

Step 4. If the Association is not satisfied with the City Manager's or designee's decision at Step 3, the Association may require that the grievance be referred to an impartial arbitrator by notifying the City Manager within fifteen (15) working days of the conclusion of Step 3.

B. Arbitration

If arbitration is requested, representatives of the City and the APOA shall meet promptly to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator during that time frame, the parties shall request a list of seven (7) labor arbitrators from the California State Mediation and Conciliation Services (CSMCS). Within fifteen (15) working days following receipt of the list, the parties shall select an arbitrator by alternately striking names from the list. The party to strike the first name shall be determined by coin flip. The parties shall immediately inform the arbitrator of his/her selection.

The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the POA and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

The Arbitrator shall not entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Article.

Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be grievable and no proposal to modify, amend or terminate this MOU may be referred for grievance under this Article and no Arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

Decisions of Arbitrators on matters properly before them shall be final and binding on the parties hereto.

C. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in pay and discharge. Failure to successfully complete a probationary period or to obtain a merit increase are not disciplinary actions and are not subject to appeal.
2. Within fifteen (15) working days after final notice, suspension, demotion, reduction in pay or discharge:
 - i. The employee shall have the option to request an appeal in accordance with Municipal Code Section 2-4-105; or

- ii. The APOA, as the employee's representative, may file an appeal in writing to the Human Resources Director requesting an appeal hearing for an Arbitrator as specified in Section B above or an appeal in accordance with Municipal Code Section 2-4-105.
 - iii. Once an election is made for an appeal in accordance with Municipal Code Section 2-4-105 or arbitration, the Association and/or the employee waives the right to pursue an appeal hearing in the forum that was not selected.
3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.
 4. In any situation where there may be a discrepancy in the appeals process the MOU shall take precedent.

D. Disciplinary Action - Suspension

An employee may be suspended for disciplinary purposes and/or cause for a period not exceeding thirty (30) working days. Such suspension shall carry with it a loss of salary for the period of suspension.

E. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files

1. While it is recognized by the City and the APOA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Article XIII of the MOU between the City and APOA, it is agreed between the City and the APOA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.
2. Letters of Counseling and Reprimand are defined as follows:

Letters of Counseling - are non-disciplinary in nature. They are designed to inform employee(s) of unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices. Letters of Counseling are designed exclusively to improve unsatisfactory job performance by educating and training the employee(s) as to specific acceptable job standards.

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.
3. APOA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:
 - a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.

- b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.
- c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.
- d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:
 - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.
 - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.
 - Since the Letter was issued, the employee has incurred further discipline.
 - The City and/or the employee is involved in litigation to which the Letter may have some bearing.
 - The employee has a prior disciplinary suspension(s).

ARTICLE XIV

COMMENCEMENT OF NEGOTIATIONS AND MEET AND CONFER

A. Commencement of Negotiations

Negotiations shall commence no later than forty-five (45) days prior to the expiration of this Agreement, and no sooner than one hundred and twenty (120) days prior to the expiration of this Agreement. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

B. Personnel Rules

The parties agreed that Section 2.25 Per Diem Position does not apply to safety bargaining unit positions.

C. Notice to Meet and Confer

Notice to meet and confer in accordance with the MMBA and written notice of the conclusion of such meet and confer shall be served on the parties as follows:

- City of Antioch at the e-mail addresses for the following:
 - Human Resource Director
 - Chief of Police

- Antioch Police Officers' Association at the Police Department e-mail addresses for the following:
 - President of the APOA
 - Vice President of the APOA
 - Labor Relations Provider for the APOA

Either party may change the addressee(s) to which notice shall be sent by giving written notice to the other party at least seven (7) days prior to implementation of said change.

ARTICLE XV

SAVINGS CLAUSE and TERM OF AGREEMENT

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any decree of court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Memorandum of Understanding is for a term commencing, September 1, 2021 through August 31, 2025 .

CITY OF ANTIOCH

By: 

Cornelius H. Johnson
City Manager

ANTIOCH POLICE OFFICERS' ASSOCIATION

By: 

Timothy K. Talbot, Chief Negotiator

By: 

Rick Hoffman, APOA President

Dated: 10/20/22

Dated: 10/2/22

APPENDIX A

CITY OF ANTIOCH MEDICAL-AFTER-RETIREMENT REIMBURSEMENT PLAN UNIT II, ANTIOCH POLICE OFFICERS' ASSOCIATION

The Medical-After-Retirement Reimbursement Plan ("Plan") is established to provide for City contributions toward medical insurance premiums for retired employees as outlined below. This Plan does not provide medical insurance for retirees. Eligibility for and enrollment in City-sponsored medical plans are governed by the City's insurance provider(s), subject to the provisions and limitations of this Plan, retirees may be enrolled in and be reimbursed for the premium expenses of alternative medical insurance plans.

CONTRIBUTION LEVEL

- A) The City shall contribute to this Plan an amount equal to a set percentage of salary per month, as determined and as may be changed from time to time by an actuarial review as such salary is established in the salary resolution for each probationary and regular employee represented by the Association.
- B) The fund shall be established and administered by the City's Finance Department. Contributions shall be made monthly to the fund. To insure highest possible interest rates, deposits may be combined with other City funds. However, separate records will be kept and interest will be credited to the account annually.
- C) Funds in this account belong to the Medical-After-Retirement Plan and are for the uses set forth in this document.
- D) Payment for all insurance premiums pursuant to this Plan shall be made from the Medical-After-Retirement Plan Fund. The City shall not be liable for any benefit payments or claims arising out of this Plan.

PAYMENTS

- A) Premiums for City-sponsored medical plans shall be deducted from the retiree's PERS check. Retiree may be responsible for authorizing these deductions at the time of retirement. Deductions can be made to cover dependents.
- B) Retirees who are enrolled in an alternative medical plan shall submit a request for reimbursement to the City. Requests for reimbursement may be made monthly but in no event less than once per year. Retirees who are enrolled in alternative medical coverage shall provide proof of payment with their reimbursement requests.

Applicable State and Federal regulations

This Plan is subject to any and all applicable State and Federal regulations. Changes to this Plan necessary to comply with these regulations shall be made by the City. Furthermore, this Plan also may be subject to certain requirements imposed by the City-sponsored medical insurance providers.

ADVISORY COMMITTEE

- A) The Advisory Committee shall consist of three (3) employees who are represented by the Antioch Police Officers' Association and who are appointed by the Association; one (1) Management representative appointed by the City Manager who does not vote except in the case of a tie; and one (1) retiree who is a current participant in this Plan chosen by the other members of the committee for a term of two years. If there is no retiree available and interested in serving on the committee, this position shall remain vacant. A quorum shall consist of at least two (2) representatives of the Antioch Police Officers' Association and the Management representative.
- B) The purpose of the Committee shall be to periodically review Plan finances, including actuarial and other financial reports, and to evaluate the application and administration of the various provisions of this Plan Document. The Advisory Committee shall have no decision-making authority regarding the operation or funding of this Plan. The Advisory Committee may make recommendations to the City Manager regarding same.
- C) The Advisory Committee may meet upon request of any Committee member and shall meet at least once each calendar year.

PLAN A

I. ELIGIBILITY

- A) This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City before, on or after March 1, 1987; (2) retired from the City with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City.

The level of benefits for which the retiree is eligible is as follows:

- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - iii) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents who lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A) Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D) Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Each Plan year, the City shall reimburse an amount for medical-after-retirement benefits not to exceed the premium for single or 2party coverage with the City-sponsored medical insurance provider (individual insurance carrier in the case of multiple provider programs) that had the highest enrollment of active City employees during the previous enrollment period and prorated in accordance with years of service as defined in Section I.A

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred and Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Section H. below by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN B

I. ELIGIBILITY

- A. This Plan is available to regular City employees represented by the Antioch Police Officers' Association who: (1) are employed by the City on or after March 1, 1987; (2) retired from the City on or after July 1, 1993, with a PERS retirement and begin to draw PERS retirement benefits effective upon the date of separation from the City; and (3) have a minimum of ten (10) years of full-time regular or probationary service with the City. The level of benefits for which the retiree is eligible is as follows:
- i) Twenty-five percent (25%) benefit level for the employee who retires with a minimum of ten (10) years but less than fifteen (15) years of service; or
 - ii) Fifty percent (50%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than twenty (20) years of service; or
 - III) Seventy-five percent (75%) benefit level for the employee who retires with a minimum of twenty (20) years but less than twenty-five (25) years of service; or
 - iv) One-hundred percent (100%) benefit level for the employee who retires with a minimum of twenty-five (25) years of service.
- B) The spouse of an eligible retiree shall be entitled to coverage at the same level as the retiree. The spouse of a deceased retiree shall continue coverage at the same level except that such coverage shall cease upon remarriage.
- C) Dependents, other than the spouse, may be carried on the group medical insurance plans subject to the regulations of those plans and at the expense of the retiree.

Dependents that lose dependent status shall have conversion rights or such continuation rights as exist under Federal law and subject to the rules of the group medical plans. At such time as the person loses dependent status, he/she should contact the City within sixty (60) days of the date coverage ends to make arrangements for conversion or continuation.

II. ENROLLMENT PERIOD

- A. Upon retirement, an employee who is eligible for benefits pursuant to this Plan must satisfy the enrollment requirements of the City's current health insurance provider(s) in order to continue enrollment in City-sponsored medical insurance.

If a retiree who is eligible to participate in City-sponsored medical insurance does not enroll in this Plan immediately upon retirement, he/she may enroll in this Plan at a later date.

Nothing in this Section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. In the event that such member chooses an alternative insurance carrier, the City's payment shall be as set forth in Section III.B.3. Retirees or spouses who choose alternative medical coverage and who are age 65 or above are subject to provisions of Section III.A.2.

- B. Enrollment in alternative medical coverage pursuant to A., above, must be made within thirty (30) days of the date the retirement becomes effective. It is strongly recommended that election be made and notification occurs prior to the effective date of retirement to assure no possible lapse of coverage. Prior to retirement the employee should discuss arrangements for coverage during the period immediately following retirement and before PERS has fully processed the retirement.

A retiree who does not enroll in alternative health insurance within thirty (30) days of his/her retirement may enroll in this Plan at a later time.

- C. Should a retiree, spouse, or qualified dependent who is enrolled in this Plan allow a lapse of coverage to occur, that person(s) will be dropped from this Plan. Such retiree, spouse or qualified dependent may re-enroll in this Plan. Actual enrollment in City-sponsored medical insurance shall be subject to the limitations of the insurance provider (i.e. open enrollment periods).
- D. Should a retiree gain a new dependent, he/she may enroll that dependent, subject to the eligibility requirements of the appropriate insurance carrier.

III. COVERAGE

A1. A retiree may enroll in one of the medical insurance plans offered by the City to active employees, subject to the enrollment requirements of the carrier or may seek alternative medical insurance pursuant to Section II.A, above.

If the insurance providers available for active employees are changed, the City will make provisions to cover retirees.

A2. A retiree and his/her spouse who attain age 65 and who are enrolled in City-sponsored medical insurance must comply with the Medicare Supplement rules, if any, of the City's medical insurance plans. The City may also provide alternative Medicare supplement plans.

B.1. Further, for eligible employees who file their retirement applications on or after July 1, 1993, the City will reimburse as medical-after retirement benefits an amount not to exceed what is paid for active employees for single or 2-party coverage as determined in Section VIII H. 1.

B.2. The caps may be re-negotiated based on actuarial studies of fund solvency. Any increase in the caps shall apply to anyone who retires on or after July 1, 1993.

B.3. The maximum payment to retirees who obtain health insurance from providers other than City-sponsored providers shall be set at the same rate as for retirees who are enrolled in a City-sponsored program. Except that, in no event shall such benefit exceed the actual cost of such coverage or the caps as set forth in Section III.B.2 and prorated in accordance with years of service.

IV. MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]

PLAN C

Notwithstanding any of the above, an employee in the bargaining unit and employed by the City as of September 1, 2007 and who retirees from the City of Antioch in accordance with all the other qualifications set forth in this Appendix A as to eligibility, enrollment and coverage will receive up to either the one party or two party Kaiser PERS Bay Area rate, as the case may be, toward his or her retiree medical coverage based on the following vesting schedule. Such employee is not eligible for Plan B above.

Fifty percent of the (50%) benefit level for the employee who retires with a minimum of ten (10) years but less than eleven (11) years of service.

Fifty-five percent of the (55%) benefit level for the employee who retires with a minimum of eleven (11) years but less than twelve (12) years of service.

Sixty percent of the (60%) benefit level for the employee who retires with a minimum of twelve (12) years but less than thirteen (13) years of service.

Sixty-five percent of the (65%) benefit level for the employee who retires with a minimum of thirteen (13) years but less than fourteen (14) years of service.

Seventy percent of the (70%) benefit level for the employee who retires with a minimum of fourteen (14) years but less than fifteen (15) years of service.

Seventy-five percent of the (75%) benefit level for the employee who retires with a minimum of fifteen (15) years but less than sixteen (16) years of service.

Eighty percent of the (80%) benefit level for the employee who retires with a minimum of sixteen (16) years but less than seventeen (17) years of service.

Eighty-five percent of the (85%) benefit level for the employee who retires with a minimum of seventeen (17) years but less than eighteen (18) years of service.

Ninety percent of the (90%) benefit level for the employee who retires with a minimum of eighteen (18) years but less than nineteen (19) years of service.

Ninety-five percent of the (95%) benefit level for the employee who retires with a minimum of Nineteen (19) years but less than twenty (20) years of service.

One Hundred percent of the (100%) benefit level for the employee who retires with a minimum of twenty or more years of service.

MINIMUM EMPLOYER CONTRIBUTION

The City shall pay One Hundred Twenty-five Dollars (\$125.00) per month on behalf of each active and retired employee who subscribes for coverage. In the event PERS requires a minimum employer payment in excess of One Hundred Twenty-five Dollars (\$125.00) per month, the City shall pay such amount for the term of this MOU and the City shall subsume this contribution to the Flexible Benefits Plan pursuant to Article VIII Section H. above by an amount equal to the PERS requirement. [See Work Sheet in Appendix B]. As set forth in Plan C above "benefit level" shall include all future premium increases. As premiums are adjusted so to will be the employee/City contribution level to reflect the benefit level based on the current applicable Kaiser plan rate.

PLAN D

Bargaining Unit Employees Hired after September 1, 2007

For employees hired after September 1, 2007 the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical – After – Retirement Account (MARA). In the event the employee makes a contribution of up to Two point Five percent of the employee's base monthly salary toward the Medical After Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%). Employees in plan D shall have proprietary right to their individual plan and upon separation from the City shall maintain such right.

The parties agree to participate in a City wide committee to implement the new Medical After Retirement Account program. Among the topics to be considered, but not limited to, will be the following;

- The ability of current employees to switch to the new MARA.
- The ability of all employees to contribute additional monies to the MARA.

APPENIX B

MEDICAL COMPONENT ONLY WORK SHEET FOR CAFETERIA BENEFIT PLAN
AND RETIREE PAYMENT CALCULATION

Using the Kaiser Single Party as an
example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 431.17	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 470.67
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$350.37	City contribution toward single party medical component of Cafeteria plan or retiree medical base number	\$373.67 + \$97.00 (from above) = \$470.67

Using the Kaiser Two Party as an example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	\$ 862.34	Kaiser 1-1- 2008 rate PERS Bay Area	\$ 941.34
PEMCA minimum 2007 (paid by City separately to PERS)	\$ 80.80	PEMCA minimum 2008 (paid by City separately to PERS)	\$ 97. 00
City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$781.54	City contribution toward two party medical component of Cafeteria plan or retiree medical base number	\$844.34 + \$97.00 (from above) = \$941.34

SIDE LETTER

Dispatcher Pay Scales

Effective the first full payroll period after September 1, 2016, the salary schedules for all police dispatcher classifications shall be converted from a six step scale to a five step scale. The existing step B salary shall become the new step A salary and each succeeding salary step shall be successively re-lettered so that the existing step F becomes the new step E salary. All dispatch employees shall move to the corresponding step on the new salary schedule (i.e., a dispatch employee who is at step C on the old scale shall move to step C on the new scale.) Employees shall continue to progress through the salary steps based on their original anniversary dates. Employees who were already at step F on the old salary schedule will be placed at step E on the new salary schedule.

Effective January 1, 2017, a new step F (5% above step E) shall be added to the salary schedules for all police dispatcher classifications. All dispatch employees who are at step E and step F of the previous salary schedule for at least 12 months shall move to step F on the new scale.

Police Department
300 L Street, Antioch, CA 94509-1100



JAMES HYDE
Chief of Police
(925) 779-6900

SIDE LETTER

On June 27, 2006, the Antioch City Council approved a signing bonus package for lateral police officer and dispatcher applicants. A component of the package is an "Automatic credit of 1 week' vacation upon employment."

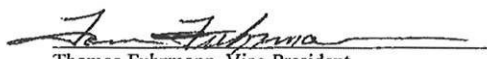
It is the purpose of this Side Letter as agreed upon by the City of Antioch (City) and the Antioch Police Officers' Association (APOA) that that the vacation credit may be utilized by the employee at any time upon employment and at the discretion of the Chief of Police.

This side letter will remain in effect during the duration of the current APOA Memorandum of Understanding (MOU) which expires on August 31, 2006. Should the MOU be extended, this Side Letter will remain in effect.

DATED: July 27, 2007

DATED: July 27, 2007


James Hyde
CHIEF OF POLICE


Thomas Fuhrmann, Vice-President
ANTIOCH POLICE OFFICERS' ASSOCIATION

SIDE LETTER

Vacation Leaves

Representatives for the City of Antioch and representatives for the Antioch Police Officers' Association have agreed to the following:

An employee may request vacation during their Probationary Period, Field Training Program, Dispatch Training or while an employee is on a Performance Improvement Plan. Prior to approving time off, the Department will consider the impacts of the time off request on the employee's probationary period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan. If the employee's time off exceeds 40 hours the Department may extend the employee's Probationary Period, Field Training Program, Dispatch Training or the employee's Performance Improvement Plan by the same number of hours the employee was absent from duty.

This does not preclude the Department/City from extending an employee's Probationary Period, Field Training Program or Performance Improvement Plan for other reasons.

If the above is in accordance with your understanding, please indicate your approval and acceptance below.

For the City of Antioch

For the Antioch Police Officers' Association

Date: _____

Date: _____

SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ANTIOCH AND
THE ANTIOCH POLICE OFFICERS' ASSOCIATION
FOR THE PERIOD OF SEPTEMBER 1, 2007 – AUGUST 31, 2016

The following language is agreed upon by both parties to this MOU, and shall be in effect for the duration of the agreement.

PROBATIONARY PERIOD

All original and promotional appointments shall be tentative and subject to a probationary period. The probationary period shall be regarded as a part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The initial probationary period for employees hired into this bargaining unit is eighteen (18) months of active duty. The promotional probationary period for appointments to classifications in this unit shall be six (6) months of active duty.

The initial or promotional probationary period may be extended for up to six (6) months on a case-by-case basis when, in the opinion of the Chief of Police, additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed twenty-four (24) months of active duty. Employees promoted while still serving an initial probationary period will serve a six (6) month promotional probationary period, plus any time still remaining on his/her initial probationary period.

During the probationary period, an employee may be released at any time by the Chief of Police and/or the City Manager. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee. Employees released during either their initial probationary period do not have the right to appeal or grieve the rejection.

Employees serving a promotional probationary period may be rejected during the probationary period only for demonstrated performance deficiencies or unsuitability for the promotional position. Employees shall be reinstated to the position from which they promoted if released during the promotional probationary period. Should the Chief of Police and/or the City Manager believe that just cause exists to discipline an employee serving a promotional probation (including discharge) for reasons unrelated to performance or suitability for the promotional position, appropriate disciplinary action may be pursued against the employee serving a promotional probation in accordance with the disciplinary procedures applicable to this bargaining unit. Such disciplinary action shall be subject to all due process and appeals procedures.

June 20, 2012

Tom Fuhrmann
President Antioch Police Officers' Association
Antioch, CA

Regarding: Policy 51 and Speed Alerts

Dear Mr. Fuhrman;

This correspondence is being sent to the Antioch Police Officers' Association (APOA) to communicate the commitments made by the Antioch Police Department to the APOA regarding the modification of Policy 51 and the speed alerts.

The Department has agreed to modify Department Policy 51 in the following manner:

- Employees who are off on a work related injury can participate in the shift bid process if they have a return to work date within 60 calendar days of the shift bid. If no return to work date then the employee is ineligible to participate in the shift bid process.
- Dispatch Time Off Request
 - First Round (annual accrual and floating holiday)
 - Done by Classification Seniority (Department Definition)
 - Second Round (up to 4 shifts)
 - Done by seniority as a Dispatcher (Department)
 - Third Round
 - Done by seniority as a Dispatcher (Department)
 - After Third Round
 - First come first served

The Department has agreed to provide the APOA with the following information on speed alerts:

- The Department will inform the APOA and the impacted employees of the setting for speed alerts
- The Department will give the APOA and the impacted employees 48 hours' notice of any speed alert modifications.
 - Notice will be sent to the APOA and impacted employee via Department e-mail and brief board notice.

If you have any questions, please contact me at

Very truly yours,

Allan Cantando
Chief of Police

Cc: Deborah McHenry, Human Resources
Glenn Berkheimer, IEDA