MEMORANDUM OF UNDERSTANDING

Between

CITY OF ANTIOCH

And

ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION

NOVEMBER 1, 2007 – FEBRUARY 28, 2017

TABLE OF CONTENTS

	PREAMBLE	1
1.	**RECOGNITION**	2
	1.1 Association Recognition	2
	1.2 City Recognition	2
2.	**COMPENSATION**	2
	A. Salaries	2
	B. Salary Relationships	2
	C. Increases Within Pay Ranges	3
	D. Step Advancement Not Automatic	4
	E. Special Salary Adjustments	4
	F. Applicable Salary Rates Following Pay Range Increases and Decreases	4
	G. Pay Range Change on Anniversary Date	4
	H. Pay Range Change on Date of Promotion	4
	I. Acting Pay	5
	J. Special Assignment Pay	5
	K. Holiday Pay – Sworn Management	5
	L. Shift Differential – Sworn Management	5
	M. Senior Officer Pay	5
3.	**HEALTH & WELFARE BENEFITS**	6
	A. Medical Insurance	6
	B. Dental Insurance	7
	C. Life Insurance	7
	D. Long-Term Disability Insurance Sworn Members	7
	E. Vision Care Insurance	7
	F. Employee Assistance Program	8
	G. Flexible Benefits (Cafeteria) Plan	8
	H. Alternative Services	10
	I. Non-Industrial Disability	10
	J. Industrial Disability	10
4.	**RETIREMENT BENEFITS**	10
	A. PERS	10
	B. Deferred Compensation	11
	C. Medical-After-Retirement	11
	Plan A	11
	Plan B	13
	D. Retire/Rehire Program	14
5.	**LEAVES**	14
	A. Holidays	14
	B. Floating Holidays	15

	C. Vacation D. Sick Leave	15 16
5. cont.	E. Family and Medical Care Leave F. Leave Without Pay G. Military Leave H. Jury Duty I. Funeral Leave J. Administrative Leave	17 18 18 18 19 19
6.	**MISCELLANEOUS** A. Vehicles, Mileage and Meals B. Uniforms C. Safety Equipment D. Educational Incentive	19 19 20 20 20
7.	**GRIEVANCE PROCEDURES** A. Grievance Procedure B. Appeal from Disciplinary Action C. Disciplinary Action – Suspension D. Purging of Evaluations, Letters of Counseling and Letters of Reprimand from Personnel Files	21 21 23 23 23
8.	**LAYOFF**	25
9.	**SEPARABILITY OF PROVISIONS**	25
10.	**REOPENER**	25
	TERMS OF AGREEMENT	26
Appendix A	Medical Component Only Work Sheet For Cafeteria Benefit Plan and Retiree Payment Calculation	27

PREAMBLE

MEMORANDUM OF UNDERSTANDING

between

CITY OF ANTIOCH

and

ANTIOCH POLICE SWORN MANAGEMENT ASSOCIATION

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representational unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Antioch as the joint recommendation of the undersigned parties for salary and employee benefit adjustments. Except as provided herein, this Memorandum of Understanding shall cover the period commencing November 1, 2007 and ending February 28, 2017.

Negotiations shall commence no later than thirty (30) days and no sooner than one hundred and twenty (120) days prior to the expiration of this MOU. Either party may commence negotiations within this time period after written notification to the other party. Nothing herein contained shall prevent the parties from mutually agreeing to meet and confer on any subject.

1. RECOGNITION

1.1 Association Recognition

Antioch Police Sworn Management Association, hereinafter referred to as the "APSMA", is the recognized employee organization for the classifications represented by this Unit.

1.2 City Recognition

The Municipal Employee Relations Officer of the City of Antioch or any person or organization duly authorized by the Municipal Employee Relations Officer, is the representative of the City of Antioch, hereinafter referred to as the "City" in employer-employee relations.

2. COMPENSATION

All Salary adjustments shall become effective on the first day of the pay period closest to the effective date of the adjustment.

A. Salaries

Effective November 1, 2007 and for the duration of this MOU, employees in this bargaining unit shall receive the following salaries as listed below.

B. Salary Relationships

Effective the first full payroll period after November 1, 2007, salaries shall be increased by five percent (5%).

Effective the first full payroll period after March, 2008 salaries shall be increased based upon the existing four-city formula of Concord, Pittsburg, Richmond, and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective March 1, 2008.

Effective the first full payroll period after November 1, 2008, salaries shall be increased between a minimum of two percent (2%) and a maximum of five percent (5%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective November 1, 2008.

Effective the first full pay period after June 1, 2012, the salaries shall be increased by 6.0%.

Effective the first full pay period after March 1, 2013, salaries shall be increased by 3.0%.

Effective the first full pay period after September 1, 2013, salaries shall be increased by 4.0%.

Effective the first full payroll period after September 1, 2014, salaries shall be increased between a minimum of two percent (2.0%) and a maximum of four and one-quarter percent (4.25%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2014.

Effective the first full payroll period after September 1, 2015, salaries shall be increased between a minimum of two percent (2.0%) and a maximum of five percent (5.0%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2015.

Effective the first full payroll period after September 1, 2016, salaries shall be increased between a minimum of two percent (2.0%) and a maximum of five percent (5.0%) based upon the existing four-city formula of Concord, Pittsburg, Richmond and Walnut Creek and the City shall calculate the salary increase to bring members into second place (median between 1 and 3), effective September 1, 2016.

For the purpose of the four city formula calculations, the City will use the comparison City's known Monthly Top Step Captain and Lieutenant Salary as of the effective date (e.g. the first measure is for March 1, 2008 and the published salary as of March 1, 2008 for Concord, Pittsburg, Richmond, and Walnut Creek will be used). This formula is for salary only and should any of the employers from the four cities in this formula not pay the employees PERS contribution the percentage paid by the employee shall be subtracted to reflect a true salary.

C. Increases Within Pay Ranges

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

1. Steps. The letters A, B, C, D, and E, respectively, denote the various salary steps in the pay range.

2. Step A. Step "A" shall normally be paid upon initial employment into a 5-step pay range.

3. Step B. An eligible employee shall be considered for advancement to Step "B" 13 bi-weekly pay periods (approximately six months) following the date of hire.

4. Exception. If employed at other than Step "A" in a 5-step pay range for the class, then consideration for advancement to the next salary step will take place 26 bi-weekly pay periods (approximately one year) following the date of hire.

5. Advancement Beyond Step B. Consideration for each subsequent step advancement shall be after 26 bi-weekly pay periods (approximately one year).

6. Reinstatement or Re-employment at Above Entrance Step. In the case of an employee who is reinstated at any step above Step "A" in the pay range for the class, said employee may be advanced to the next higher step in the pay range no sooner than 26 bi-weekly pay periods (approximately one year) from the anniversary date of the employment or reinstatement.

D. Step Advancement Not Automatic

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

E. Special Salary Adjustments

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

F. Applicable Salary Rates Following Pay Range Increases and Decreases

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

G. Pay Range Change on Anniversary Date

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

H. Pay Range Change on Date of Promotion

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

Acting Pay

1. Management employees who are required to work in a higher classification are entitled to, after having previously worked in the higher class for a cumulative total of forty (40) hours, a minimum of five percent (5%) additional compensation, but not to exceed the maximum of the range established for the higher classification. To be entitled to acting pay, employee must assume substantially all of the day-to-day duties of the higher position for a period of at least forty (40) continuous hours. (Resolution 80/234 and administrative application).

J. Special Assignment Pay

The City Manager may authorize either two and one-half percent (2-1/2%) or five percent (5%) to any employee designated to be on special assignment.

K. Holiday Pay – Sworn Management

APSMA members assigned to work on a holiday including a previously scheduled floating holiday, shall receive time and one half pay in addition to their regular rate of pay.

L. Shift Differential – Sworn Management

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

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

M. Senior Officer Pay

Effective the first full payroll period after November 1, 2007 in recognition of a sworn peace officer establishing seniority in the profession, the City will pay each officer an additional amount based on the officer's tenure as a full time sworn peace officer in the State of California. This shall only apply to Peace Officers defined in Chapter 4.5, Section 830 of the California Penal Code who were employed as full time peace officers with a City Police Agency, County Sheriff Department or California Highway Patrol.

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

The additional amount shall be based on the formula below.

Total months of service as a sworn peace officer in the State of California	Additional pay as a % of the officers base monthly pay
Beginning the 108 through the 167 month	2.5 %
Beginning the 168 through the 227 month	5.0 %
Beginning the 228 month	7.5 %
Beginning the 288 month	10.0%

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

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

The above amounts are non-compounding.

3. HEALTH & WELFARE BENEFITS

A. Medical Insurance

1. The City contracts with the Public Employees' Retirement System (PERS) and the Local 3 Public Sector Health and Welfare Trust for the purpose of providing medical insurance benefits for active employees and eligible retired employees. Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by PERS and the City's Medical-After-Retirement Policy.

2. The City shall pay the PERS Minimum Employer Contribution (MEC) per month on behalf of each active and retired employee who subscribes for coverage.

3. Except as provided herein, represented employees shall purchase medical insurance through the PERS Medical Program. Represented employees who have medical insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the PERS Medical Program. Employees who opt out of the PERS Medical Program shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the PERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the PERS Medical Program.

B. Dental Insurance

1. The City shall make available to active employees and the eligible dependents of active employees, dental insurance coverage equivalent to the Delta Dental Premier Plan which includes a $3,000 lifetime maximum orthodontia benefit.

2. Except as provided herein, represented employees shall be required to enroll in the Dental Plan. Represented employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the City, opt out of the Dental Plan. Employees who opt out of the Dental Plan shall be required to provide written confirmation of alternative coverage annually thereafter, by the first day of the Dental Plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the Dental Plan.

C. Life Insurance

1. The City shall make available a group life insurance policy for each employee in an amount equal to two times (2x) the employee's base salary up to a maximum of $250,000, effective on the first day of the month following the date of hire. Employees may elect to waive the life insurance benefit amount in excess of $50,000. Employees shall be required to enroll in this life insurance policy and pay the premium through the cafeteria plan. At separation from the City, employee will be offered the opportunity to convert their group life insurance policy to an individual policy.

2. Supplemental life insurance shall be available. Enrollment in the supplemental life insurance program is optional.

D. Long-Term Disability Insurance Sworn Members

1. The Association shall make available to represented employees Long-Term Disability (LTD) Insurance. All members shall purchase Long-Term Disability Insurance through the Association LTD program.

2. In no event shall an employee receive disability benefits in combination with sick leave, vacation, comp time, floating holidays or any other paid leave that will exceed his/her gross monthly salary.

E. Vision Care Insurance.

1. The City shall make available to employees and the dependents of employees Options I, II, and III of the City of Antioch Vision Plan administered by Medical Eye Services, Inc.

2. Enrollment in the Vision Care program is optional.

F. Employee Assistance Program.

1. The City shall make available to employees the City's current Employee Assistance Program (EAP), which is administered by MHN.
2. Enrollment in the EAP is mandatory.

G. Flexible Benefits (Cafeteria) Plan

The City will continue the flexible benefits plan as constituted on July 1, 2007.

1. Effective January 1, 2008, and for the duration of this Memorandum of Understanding the City shall make the following contributions to the Flexible Benefits Plan on behalf of represented employees.

   a. For an employee who is eligible for employee only medical coverage, the City shall contribute the PERS Kaiser single Bay Area rate, subject to A.2 above and f. below.

   b. For an employee who is eligible for two (2) party medical coverage, the City shall contribute the PERS Kaiser two (2) party Bay Area rate, subject to A.2 above and f. below.

   c. For an employee who is eligible for family medical coverage, the City shall contribute the PERS Kaiser Family Bay Area rate, subject to A.2 above and f. below.

   d. City shall contribute to the most densely populated dental plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family

   e. The City shall contribute to the most densely populated vision plan at the appropriate employee's benefit enrollment level; 1 party, 2 party or Family.

   f. Effective January 1, 2008 and each January 1 thereafter for the duration of this agreement, the amounts specified in Section G., 2., a ., b. and c. of this Article will be increased by the percentage amounts determined by the PERS Bay Area Kaiser service provider to provide said benefit up to a maximum increase of ten percent (10.0%) per year. In the event the increase that year is more than ten percent, the City will pay fifty percent (50%) of such increase and the employee will be responsible for the other fifty percent (50%) of such increase over the ten percent (10.0%).

   g. The City will contribute up to the full ten percent (10%) to reduce the burden on the employee from the previous year should the increase in the previous year be greater than ten percent (10%). (Example: twelve percent (12%) increase one year, employee pays one percent (1%).

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

h. In the event that in December of each year it is determined that the most populated plan in the bargaining unit is not Kaiser, then the Employer will use the most populated plan to apply the above formula.

2. Each employee shall file an election in writing during the month of open enrollment for medical insurance each year as to how the monies in his or her Flexible Benefits Account are to be expended during the ensuing plan year. Thereafter, except as provided in the Flexible Benefits Program Plan Document, no changes to the designations so made shall be allowed until the enrollment period of the following plan year.

a. During the designated Open Enrollment Period each year, each represented employee must satisfy the mandatory and conditional enrollment obligations specified in this Article. In addition, each employee may enroll in the various optional programs offered under the Flexible Benefit Plan.

b. If the costs of an employee's selections exceed the City's monthly contributions, the employee may designate a portion of his/her wages to be deposited into the Flexible Benefit Plan to cover the cost of such selections.

c. If the costs of an employee's selections under the Flexible Benefit Plan are less than the City's monthly contribution on that employee's behalf, the unused money will be split, with one-half (1/2) of the unused money going to the employee as wages each month and one-half (1/2) of the money reverting to the City. For an employee hired after September 1, 2007 the maximum monthly amount that may go into wages is Two Hundred Fifty Dollars ($250) per month. Such amount will be adjusted each year by the percentage increase of the City's medical contribution on January 1 of each year.

d. Each employee shall be responsible to provide immediate written notification to the City regarding any change to the number of his or her dependents that affects the amount of the City's monthly contributions on the employee's behalf. Changes to the City's contribution rate shall take effect at the start of the first pay period in the month preceding the month in which the eligible dependent is either added or deleted under the plan.

e. The City will not treat the employee share of premium payments within the Flexible Benefits Program as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax

Board indicate that such contributions are taxable income subject to withholding. The City shall treat any cash payments to the employee as compensation subject to applicable local, State and Federal tax regulations and shall withhold and report such taxes as required by law. Each employee shall be solely and personally responsible for any Federal, State or local tax liability of the employee that may arise out of the implementation of this section.

H. Alternative Services

The City and the Association may, by mutual agreement, re-open discussions at anytime during the term of this Agreement to discuss alternative health and welfare benefit programs and/or service providers.

The City also reserves the right to offer optional alternative health and welfare benefit programs.

I. Non-Industrial Disability

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

J. Industrial Disability

1. Compensation benefits shall be determined and paid in accordance with the Workers' Compensation Laws of the State of California. If an employee exhausts their full year of "4850 time" prior to a permanent and stationary determination for such disability, the employee may use accumulated sick leave in conjunction with Workers' Compensation benefits to extend full salary. Employee may also choose to use accumulated vacation or compensatory time for such purposes. The employee may be eligible for long-term disability insurance benefits in conjunction with Workers' Compensation benefits. Long-term disability benefits shall be paid in accordance with the provisions of the long-term disability plan

2. Medical, dental and life insurance premiums shall be paid by the City for up to one year during an industrial injury leave.

4. RETIREMENT BENEFITS

A. PERS

The City shall provide coverage for all APSMA members at 3% @ 50 Formula for Safety members. In addition, the City shall provide Single Highest Year Compensation, Employee Paid Member Contribution (EPMC), 1959 level two survivor benefit, Military Service Credit Buy Back, and any other items for which the City has contracted effective with the start of this contract.

Effective the first full payroll period after March 1, 2011 the employee shall pay 3.0% of the City's PERS contributions in a tax deferred manner.

Effective the first full payroll period after March 1, 2012 the employee shall pay 5.0% of the City's PERS contributions in a tax deferred manner.

Effective the first full payroll period after June 1, 2012 the employee shall pay 9.0% of the City's PERS contributions in a tax deferred manner.

B. Deferred Compensation

During the term of this agreement the City shall not make any contributions to the employees deferred compensation account.

C. Medical-After-Retirement

PLAN A

I. Eligibility

A. This Plan A is available to bargaining unit members of the Antioch Police Sworn Management Association (APSMA) who have been employed by the City of Antioch Police Department for ten (10) years and retire(d) from the City of Antioch with a PERS retirement after November 1st 2004 and begin to draw PERS retirement benefits effective upon the date of separation from the City.

B. The spouse and dependents of eligible participants will be covered under this plan and eligible for coverage at the same level as the retiree. The spouse and dependents of a deceased retiree shall continue coverage at the same level except that such coverage will cease for the spouse upon his/her remarriage.

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

D. The City will pay the premium costs for health insurance, as specified in IV, for the survivors of a member of APSMA who dies while employed by the City, provided that the employee has completed a minimum of five (5) years of employment with the City of Antioch.

II. Enrollment Period

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

Nothing in this section is intended to prevent an eligible retired employee from obtaining health insurance from an alternative provider. Retirees or spouses who chose alternative medical coverage and who are age 65 or above are subject to provisions of Section III. B.

If a retiree chooses to enroll in an alternative health insurance plan not provided by the City, such enrollment must be made within thirty (30) days of the date the employee's retirement becomes effective. A retiree who does not enroll in a City sponsored health insurance plan within the above thirty (30) days of his retirement, may enroll in a City sponsored plan at a later date.

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

III. Coverage

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

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

B. A retiree and his/her spouse who attain age 65 and who are also enrolled in the City sponsored medical insurance must comply with the Medicare Supplement rules of the City's medical insurance plans. The City may also provide Medicare supplemental plans.

The City recognizes there may be some employees who are covered under this plan and who may not be eligible for Medicare. The City will provide medical insurance plans for those employees. Eligible retirees, spouses and dependants

who are not covered by Medicare will continue to receive coverage using the same medical insurance plans offered by the city to active employees.

IV. Minimum Employer Contribution

Each year, prior to open enrollment, the Employer Contribution cap will be set using the active employee's Kaiser Rate structure. Such cap will take into account the PEMCHA required Employer minimum.

For an employee only it will be the single party rate.
For an employee plus one dependent it will be the two party rate.
For an employee plus two or more dependents it will be the family rate.
(e.g. In 2008 the PEMHCA Kaiser single rate for Bay Area is $470.67 per month. The City's contribution toward a single party retiree in 2008 thus is the PEMHCA required minimum of $97.00 plus $373.67 for a total of $470.67 per month.)

V. Payments

Any medical premium cost above the cap in IV above will be the responsibility of the retiree or his/her widowed spouse or dependents and shall be deducted from his/her PERS retirement check. The retiree or his/her widowed spouse or dependents will be responsible for authorizing these deductions.

Should an employee elect alternative medical coverage, reimbursement will be based on the out of pocket expense of the alternative coverage; however, it is not to exceed the employer contribution cap.

This Plan A is subject to any and all applicable State and Federal regulations. Changes to this Plan A necessary to comply with such regulations shall be made by the parties.

PLAN B

Bargaining Unit Employees Hired by the City after September 1, 2007 will be covered solely by Plan B.

For employees hired after September 1, 2007, the City will contribute One point Five percent (1.5%) of the employee's base monthly salary toward the Medical–After–Retirement Account (MARA). In the event the employee makes a contribution, if permitted by the IRS, of up to Two point Five percent of the employee's base monthly salary toward the Medical- After-Retirement Account, the City will match such contribution up to One percent (1.0%). The City's total contribution toward any employee will not exceed Two point Five percent (2.5%).

Employees in plan B shall have proprietary right to their individual plan and upon separation from the City shall maintain such right.

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

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

D. Retire/Rehire Program

The City shall implement a Retire/Rehire Program for this bargaining unit and it shall remain in place until February 28, 2016. APSMA members will be afforded the opportunity to work between 480 and 960 hours each fiscal year for two fiscal years.

To be eligible for the Retire/Rehire Program an individual must meet the following:

Must be age 50 or older.
Must have a minimum of 20 years of service with the City of Antioch.
Any eligible individual shall have retired from the City of Antioch with a service retirement from Cal PERS.

The rate of pay will be limited to the employee's current salary range and step prior to retirement. The return position will be hourly only; no benefits or other payments except those mandated by law.

Any employee who is participating in the Retire/Rehire Programs shall not be eligible for further participation on March 1, 2016, unless the employee's participation is extended by the City.

Any employee participating in the Retire/Rehire program shall meet with the Department to determine the individual's schedule.

The Retire/Rehire Program shall comply with all PERS rules and regulations.

5. LEAVES

A. Holidays

The City shall observe the following holidays:

Holiday	Date
New Year's Day	January 1st
Martin Luther Kings Jr.'s Birthday	3rd Monday, January
Lincoln's birthday	February 12th
Washington's Birthday	3rd Monday, February

Memorial Day	Last Monday, May
Independence Day	July 4th
Labor Day	1st Monday, September
Veteran's Day	November 11th
Thanksgiving	4th Thursday, November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

APSMA members will have the observed holiday off at the discretion of the Chief of Police. If required to work, employees will receive holiday pay. If a holiday falls on a Saturday, the preceding work day shall be observed; if the holiday falls on a Sunday, the following work day shall be observed.

B. Floating Holidays

The City shall provide floating holidays in accordance with the table below except that employees with less than six (6) months' service in a calendar year but at least two (2) months' service are eligible for only one. Floating holidays must be taken within the calendar year earned and in full-day increments.
The City shall grant floating holiday in accordance with the table below:

Calendar Year	Current FH	Supplemental FH	Total FH
2011	2	4	6
2012	2	3	5
2013	2	2	4
2014	2	2	4
2015	2	2	4
2016	2	2	4
2017	2	1	3

C. Vacation

1. Police Captains and Police Lieutenants with original City hire dates after March 1, 1992, shall earn vacation leave as follows:

   3.385 hours per bi-monthly pay period from the date of initial hire through the fourth year of service.

   4.615 hours per pay period from the start of the fifth year through the ninth year of service.

   5.539 hours per pay period from the start of the tenth year through the fourteenth year of service.

   6.154 hours per pay period from the start of the fifteenth year through the nineteenth year of service.

7.692 hours per pay period from the start of the twentieth year of service.

2. Police Captains and Police Lieutenants, with original City hire dates prior to March 1, 1992, shall earn annual vacation leave as follows:

   4.923 hours per bi-monthly pay period from the date of initial hire through the fourth year of service.

   6.153 hours per pay period from the start of the fifth year through the ninth year of service.

   7.077 hours per pay period from the start of the tenth year through the fourteenth year of service.

   7.692 hours per pay period from the start of the fifteenth year through the nineteenth year of service.

   9.230 hours per pay period from the start of the twentieth year of service.

3. New members of APSMA hired from outside the City of Antioch shall complete six (6) months of service with the City before being eligible to take vacation time.

4. Employees may earn vacation credit up to a maximum accumulation for 24-months (2-years) service. At that point, the employee earns no further vacation credit until the employee uses some of the accumulated credit. If such accumulation of credit involves two different rates of accumulation, such as would occur on the 5th, 10th, and 20th years of service, the higher rate of accumulation will be used for the 24-month figure. (Memo dated 5/10/76 to all Department Heads).

5. APSMA members will be allowed to cash out up to one (1) week of their annual vacation accrual during each calendar year. Election must be made no later than December 1 of each year.

D. Sick Leave

1. Sick leave is a privilege granted to regular and probationary employees to allow the continuation of pay and fringe benefits in case of personal illness or emergency for family. Sick leave is not an earned right to be taken as earned vacation. Sick leave is accumulated at the rate of 3.692 hours per bi-weekly pay period with unlimited accumulation.

2. Sick leave may not be used before it is earned.

3. If sick leave is used for purposes other than legitimate illness, it constitutes an abuse of privilege and can be considered employee dishonesty.

4. In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate supervisor as close as possible to the time set for beginning the work duties.

5. Where leave abuse or excess is suspected, employee may be required to furnish reasonable acceptable evidence, including a doctor's certificate or other agreed upon form of verification, when the employee has been given prior written notice of excessive use of sick leave or the City can show cause to dispute the validity of the sick leave claim.

6. Sick leave may be used only in the following situations:

   a. When the illness, injury or disability of the employee prevents the employee from performing his/her regular duties.

   b. When the employee must provide emergency care for his/her spouse, child or dependent, living within the employee's household.

   c. Sick leave may be used for medical and dental appointments when other arrangements cannot be made.

Sick Leave Upon Separation

An employee who separates with at least ten (10) years of consecutive service shall receive payment for forty percent (40%) of his/her unused sick leave up to a maximum of 320 hours.

Conversion

At the end of each calendar year if the employee has used less than forty (40) hours of sick leave, he/she may convert up to ninety-six (96) hours of current unused sick leave to vacation or cash on a 3-1 ratio providing such conversion does not reduce the sick-leave balance to less than two-hundred fifty (250) hours. Sick leave not converted shall continue to accumulate to the member's account.

E. Family and Medical Care Leave

Family and Medical Care Leave shall be as mandated by State and Federal Law and as provided by the City of Antioch Family Care and Medical Leave Policy, on file in the Human Resources Department.

F. Leave Without Pay

1. City Manager may grant a regular employee a leave of absence without pay. No leave shall be granted except upon written request of the employee. Approval shall be in writing. Leave may not exceed one year. Failure on the part of the employee to return promptly at its expiration without just cause shall be cause for termination.

2. Vacation and sick leave shall not accrue during a leave of absence without pay and the employee's anniversary date shall be deferred by the length of such leave.

3.. When a leave of absence is due to illness or injury, the City shall pay medical, dental, and life, insurance premiums for up to six (6) months.

G. Military Leave

Military leave shall be granted in accordance with State and Federal law.

H. Jury Duty

1. Any employee legally required to serve as a juror or witness in any judicial proceedings on a regularly scheduled work day shall be entitled to full pay for any period of time actually so served. However, this provision shall not apply if the employee is required to appear in court for a personal and/or non-work related issue.

   A judicial proceeding is defined as, but is not limited to, coroners' inquests and hearings held pursuant to actions pending in either Justice, Municipal, Superior or Federal Courts or other official proceedings to which an employee is subpoenaed in relation to his/her City employment.

2. Any per diem compensation received by an employee for such service performed on a regularly scheduled work day shall be immediately remitted to the City. Any mileage payments received by such employee shall be retained by the employee. All employees shall promptly report any pending or probable absence due to such service and must report immediately the termination of such service. A copy of jury summons or subpoena will be filed with the City by the employee.

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

I. Funeral Leave

1. Time off with pay to arrange and attend funerals and related services of immediate family members (spouse, domestic partner, children, father, mother, brothers, sisters, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, grandparents, spouse's grandparents and grandchildren) shall be allowed.

2. The amount of time off shall depend on the individual circumstances, but in no case shall it exceed three (3) days. The department head involved must be notified immediately.

J. Administrative Leave

1 Each January, APSMA members will receive 80 hours of administrative leave.

2 Administrative leave under this policy is not subject to being cashed out or "rolled over" and administrative leave is recorded exclusively on a "use it or lose it" basis for each calendar year.

3 Hours taken must be approved by the Department Head prior to use, consistent with work schedules and responsibilities.

4 The Department Head may recommend, and the City Manager may approve, additional hours on a case-by-case basis for FLSA exempt employees who work an extraordinary work assignment or occurrence. In January of each year, the City Manager will prepare a report to the City Council identifying any positions that received additional hours for the prior year and the related reasons.

5 New exempt management employees shall receive Administrative Leave identified in Paragraph (1) on a proportional or prorated basis for the calendar year.

6. MISCELLANEOUS

A. Vehicles, Mileage and Meals

APSMA members who use their own vehicles and who do not receive a car allowance shall receive reimbursement at the rate established by the Internal Revenue Service (IRS). This rate shall be adjusted when the IRS changes the rate.

For the term of this MOU the employees in this bargaining unit will be governed by the same Mileage and Meal provisions of the employees that they supervise. Those conditions are as provided for in the POA MOU Article XI D.

B. Uniforms

Effective November 1, 2007, members 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.

Effective each November 1 thereafter for the duration of this Agreement, the uniform allowance for APSMA Members shall be increased by Twenty Dollars and No/100ths ($20.00) per year, paid on a monthly basis.

C. Safety Equipment

1. Ballistic Vests

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

a. The City reserves the right to determine the ballistic vest specifications including, but not limited to, manufacturer, design, threat level, etc.

b. Members may, of their choosing, opt to purchase their own vest provided the chosen vest either meets or exceeds the ballistic vest specifications utilized by the Department. Should the cost of the vest exceed the cost of the City-issued vest, the City will reimburse the employee's expense, not to exceed the cost of the City-issued vest.

D. Educational Incentive

1. The City will reimburse employees for books, tuition, and mileage for approved college classes in accordance with Administrative Memo based on a first-come, first-served basis. (Administrative Memo 5, amount amended by Administrative Memo 56).

2. APSMA members are eligible for educational incentive pay under the current Police Educational Incentive Program. Specifically two and one half (2 ½ %) percent for an AA Degree; and five (5%) percent for a BA Degree.

7. GRIEVANCE PROCEDURES

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

A. Grievance Procedure

1. A grievance is any dispute between the City and an employee or employees, or employee organizations with respect to the meaning, interpretation, application or enforcement of merit system rules and regulations or Memorandum of Understanding.

2. It is the intent of the City to anticipate and diminish causes of grievances and settle any which arise informally at the lowest practical level of supervision as fairly and promptly as possible. Therefore, there must be time limits between the initiation of the grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance not initiated or pursued by the employee or the City, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by either party, as the case may be, unless the time limit is extended by written agreement of both parties.

   At each step of the grievance procedure, the City shall make available any records relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any materials which, in the City Manager's discretion, must, in the public interest, be kept confidential or which is intimate and private to the grieving employee.

3 Any employee in the merit system shall have the right to use the grievance procedure. Every employee or employee organization shall be able to use this grievance procedure free from restraint, discrimination, pressure of reprisal from any other employee, supervisor, division head, department head, or representative of employee organizations. Employee shall have the right to present grievances individually or through his/her employee organization. An employee shall have the right to withdraw the grievance at any step in the procedure. An employee shall have the right to designate a representative of an employee organization at the second step, or any succeeding step, of this grievance procedure. If the employee is represented by a representative of the employee organization, the employee filing the grievance shall also be present during the discussions and all steps of the grievance procedure.

4. Grievances will be processed in the following manner and within the stated time limits:

   a. If an employee has a grievance he or she shall first discuss the matter alone with his or her immediate supervisor. The grievance must be presented within ten (10) working days following the occurrence of the

event or discovery of the event upon which the grievance is based. The supervisor shall make a thorough investigation of the reported grievance and render his or her decision within three (3) working days. Most grievances should be solved at this employee-supervisor level.

b. If the employee is not satisfied with the decision of the supervisor in the first step and wishes to appeal the decision, the employee, either individually or by instructing the representative or the employee organization, can appeal to the Department Head. Such appeal must be presented in writing on the official City of Antioch Grievance Form and must be filed within five (5) working days after the supervisor's decision is given.

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

c. If the employee is not satisfied with the decision of the Department Head in the second step and wishes to appeal the decision, the employee individually or by instructing the designated representative of the employee organization, can appeal to the City Manager. The appeal shall be in writing and filed with the City Manager within five (5) working days of the date the decision was rendered by the Department Head in the preceding step. The written appeal shall include a detailed statement of the grievance. The City Manager or designee shall make a thorough investigation of the reported grievance and render his or her decision in writing within five (5) working days after the close of the investigation. The City may initiate its grievances at this step of the procedure. Such grievances shall be filed with the employee organization president and if not settled at this step, shall proceed to step d

d. If the Association is not satisfied with the City Manager's or designee's decision at step (c.) of the disciplinary appeal or grievance procedure, the Association may require that the disciplinary appeal or grievance be referred to an impartial arbitrator by notifying the City Manager within ten (10) days of the conclusion of step (c.) The impartial arbitrator shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Arbitrator decisions on matters properly before them which pertain to the disciplinary actions involving the suspension, demotion, pay reduction or discharge of an employee or to a grievance shall be final and binding on both parties.

No Arbitrator shall entertain, hear or decide any dispute involving a position over which a recognized employee organization has jurisdiction unless such dispute falls within the definition of a grievance as hereinabove set forth in paragraph A.1. of this Section.

B. Appeal from Disciplinary Action

1. Any employee in the merit system shall have the right to appeal to an Arbitrator any formal disciplinary action taken against him/her. Formal disciplinary action includes suspension, demotions, reductions in merit step and terminations. Failure to successfully complete a probationary period or to obtain a merit increase are not a disciplinary action and are not subject to appeal.

2. Within fifteen (15) calendar days after notice of discharge, demotion, reduction in merit step, suspension, the employee or the APSMA , may file an appeal in writing to the Human Resources Director. If the 15th day falls on a weekend or holiday, the deadline shall be 5:00 p.m. of the next City Hall working day.

3. Resignation before decision. Whenever any person who has requested a hearing resigns before final action has been taken, no further action shall be taken.

C. Disciplinary Action - Suspension

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

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

1. While it is recognized by the City and the APSMA that Performance Evaluations, Letters of Counseling and Letters of Reprimand are not subject to the grievance procedures outlined in Section 7 of the MOU between the City and APSMA, it is agreed between the City and the APSMA a system be established which will allow for the purging of Letters of Counseling and Letters of Reprimand from individual employee personnel files on a case-by-case basis. Performance evaluations are not subject to purging.

2. Letters of Counseling and Reprimand are defined as follows:

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

Letters of Reprimand - are disciplinary action imposed upon an employee which formally documents an employee(s)' unsatisfactory job performance and/or non-compliance to departmental policies, procedures or practices.

3. APSMA members who incur Letters of Counseling or Reprimand may apply to the Chief of Police to have said Letters purged from their personnel files as follows:

   a. Letters of Counseling may be purged following a period of two (2) years from the date issued, except Letters of Counseling resulting from a formal citizen's complaint will not be given consideration for purging until five (5) years from the date the Letter was issued.

   b. Letters of Reprimand may be purged following a period of five (5) years from the date the Letter was issued.

   c. All requests for the purging of Letters of Counseling or Reprimand shall be made in writing from the affected employee to the Chief of Police.

   d. The Chief of Police maintains sole discretion in the decision of whether or not to purge Letters from an employee's personnel file. A decision not to purge a Letter of Counseling or Reprimand may be based on, but not limited to, the following reasons:

      - The Letter represents documentation of an improper pattern or practice by an employee, which continued over a significant period of time.

      - The employee has a pending internal investigation(s) which has not been resolved as of the date of the request.

      - Since the Letter was issued, the employee has incurred further discipline.

      - The City and/or the employee is involved in litigation to which the Letter may have some bearing.

      - The employee has a prior disciplinary suspension(s).

No changes in the Memorandum of Understanding or interpretations thereof will be recognized unless agreed to by the City Manager and the APSMA in writing.

8. LAYOFF

The City shall not furlough, demote an employee for non-disciplinary reasons or layoff Sworn APSMA members from January 1, 2011 to February 28, 2016. The parties may mutually agree to amend or modify this.

9. SEPARABILITY OF PROVISIONS

Should any article, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree to meet and confer concerning substitute provisions rendered or declared illegal.

The provisions of this Memorandum of Understanding are subject to the Fair Labor Standards Act as it is applied to public jurisdictions.

10. REOPENER

During the term of this agreement, either party can initiate negotiations regarding the elements contained in this agreement, by providing the other party a written notice requesting the other party to meet and confer. The parties will begin negotiations within thirty (30) days of the written request. The City and APSMA are required to negotiate in good faith regarding all issues, including maintaining the appropriate differential between the top step Sergeant (APOA classification) and the top step of the Lieutenant (APSMA classification). Formerly the City maintained a 25% differential between the top step of each classification.

11. TERM OF AGREEMENT

This Memorandum of Understanding is for a term commencing, November 1, 2007 through February 28, 2017.

CITY OF ANTIOCH

Jim Jakel
City Manager

12/17/13
Date

ANTIOCH POLICE SWORN MANAGEMENT

John VanderKlugt

Tammany Brooks

Leonard Orman

12/4/13
Date

APPENDIX A

MEDICAL COMPONENT ONLY WORK SHEET FOR CAFETRIA 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

Using the Kaiser Family as an example

	Calculations		Calculations
Kaiser 2007 rate PERS Bay Area	$1,121.04	Kaiser 1-1- 2008 rate PERS Bay Area	$1,223.74
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 family medical component of Cafeteria plan or retiree medical base number	$1,040.24	City contribution toward family medical component of Cafeteria plan or retiree medical base number	$1,126.74 + $97.00 (from above) = $1,223.74