



## Staff Report

**Date:** July 12, 2016

**To:** City Council

**From:** Valerie J. Barone, City Manager

**Prepared by:** Elia Bamberger, Director of Human Resources  
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(925) 671-3310

**Subject:** **Considering adoption of Resolution No. 16-4735.7 approving the June 30, 2016, tentative agreement; authorizing the City Manager to prepare and execute a successor Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 for the period of May 1, 2015 through June 30, 2019; and authorizing corresponding budget appropriations and expenditures (General Fund)**

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### Report in Brief

The Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 expired on April 30, 2015. The City and Local 29 representatives have been meeting since March 2015 to develop a successor Memorandum of Understanding, and have reached a tentative agreement on the terms and conditions of employment for Fiscal years 2015 – 2016, 2016-2017, 2017-2018 and 2018-2019. The new agreement provides for a salary adjustment for all classifications, as well as the implementation of significant cost containment measures relating to the Retirement Medical program.

The OPEIU Local 29 membership ratified the tentative agreement on July 1, 2016. Consequently, the City Council is also being asked to approve the terms for the Memorandum of Understanding. The proposed terms have a net cost \$1.0 million over the course of four fiscal years (2015–2019), and a budget appropriation for FY 2016-17 of \$135,000 is requested to cover the costs of the initial implementation. Funds will be available from FY 2015-16 budget residual that will be carried over to FY 2016-17. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

## City Council Agenda Report

Considering adoption of Resolution No. 16-4735.7 approving the June 30, 2016 tentative agreement; authorizing the City Manager to prepare and execute a successor Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 for the period of May 1, 2015 through June 30, 2019; and authorizing corresponding budget appropriations and expenditures (General Fund)

July 12, 2016

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### **Recommended Action**

Adopt Resolution No. 16-4735.7 approving the June 30, 2016 tentative agreement, authorizing the City Manager to prepare and execute a successor Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 for the period of May 1, 2015 through June 30, 2019, and authorizing corresponding budget appropriations, expenditures, and funding to be incorporated into the next two-year biennial budget.

### **Background**

Concord employees are deeply committed to providing a level of excellence in public service, and strive to respond effectively and efficiently to the needs of the Concord community. City employees within the OPEIU Local 29 bargaining unit have not received a salary adjustment since September 2014, at which time a 2.6% increase was applied. No other wage increases or cost of living adjustments have been provided since that time. Recruitment efforts have been impacted as the City's pay ranges have remained stagnant while organizations in both the private and public sectors have provided cost of living increases and adjusted salary ranges accordingly. In addition, in recognition of the increasing cost and future liability created by the Retiree Medical program, the parties agreed to comprehensive cost containment measures which will result in significant savings. Council received a detailed briefing on these financial aspects at their public meeting of June 7, 2016.

The key terms of the agreement are as follows, and apply to all OPEIU Local 29 represented employees:

- Term of contract: Four (4) years (May 1, 2015 – June 30, 2016)
- Compensation Adjustment:
  - Effective the first full pay period following adoption of Resolution No. 16-4735.7, employees will receive a salary adjustment of 4% for Year 1 of the Agreement and 4.5% (not compounded with Year 1) for Year 2 of the Agreement.
  - Effective the first full pay period in July 2017, employees will receive a 3% cost of living increase.
  - Effective the first full pay period in July 2018, employees will receive a 3% cost of living increase.

City Council Agenda Report

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BENEFIT ADJUSTMENTS:

- Within the first full pay period following adoption of Resolution No. 16-4735.7, all employees will receive a one-time lump sum payment of \$2,000.
- Active employee medical:
  - The City's premium contribution for active employee medical coverage will be 90% of the 2016 Kaiser rate:
    - Employee Only: \$671.82/month
    - Employee Plus One: \$1,343.65/month
    - Employee Plus Two or more: \$1,746.74/month

For 2017 and for the remaining term of this agreement, the Employer/Employee cost share on annual premium changes shall be 75%/25%.

- Medical in retirement:
  - For active employees hired prior to July 12, 2016, who subsequently retire directly from the City of Concord with five (5) or more years of continuous service, the City shall provide a fixed Employer Contribution of premium equal to 90% of the 2016 Kaiser pre-Medicare premium rates for each plan level:
    - Employee Only: \$671.82/month
    - Employee Plus One: \$1,343.65/month
    - Employee Plus Two or more: \$1,746.74/month

Employer contribution to premium for Medicare and Combination health care plans will be fixed at the current 2016 Employer Contribution rate.

- For employees hired on or after July 12, 2016, the retirement medical benefit shall consist of the PEMHCA minimum as established annually by CalPERS. For 2016, that amount is \$125 per month; for 2017, the PEHMCA minimum set by CalPERS is \$128 per month.

## City Council Agenda Report

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July 12, 2016

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- For any City of Concord employee, regardless of hire date, who retires directly from the City with less than five (5) years of continuous City of Concord service, the retirement medical benefit shall be the PEMHCA minimum as established annually by CalPERS.

The sole exceptions are:

- Former City of Concord retirees who are eligible for the prior retirement medical benefit who are re-instating from retirement to meet a critical operational need for the City, shall retain their retirement medical benefit at the higher level upon subsequent retirement from service, and will not be subject to an additional five (5) years of continuous City service.
- Any prospective employee who receives a conditional job offer that was approved by the Human Resources Department (to the extent required under the Concord Municipal Code) from the City dated prior to July 12, 2016, will be eligible for the higher retirement medical benefit upon completing five (5) or more years of continuous service with the City of Concord.

For additional changes to terms and conditions of employment, please refer to Attachment 1 (Tentative Agreement between the City of Concord and the Office and Professional Employees International Union Local 29).

### **Analysis**

The City Council had four goals for this round of negotiations:

1. Treat employees fairly;
2. Position the City to be competitive for recruitment and retention;
3. Obtain agreements that meet the City's long-term goal of fiscal sustainability; and
4. Modify retiree medical benefits to achieve sustainability of the benefit and significantly reduce the unfunded liability.

All of these goals have been achieved by the agreement. Additionally, the longer term of the successor MOU provides for stability in the workplace. The cost containment measures for the retirement medical program will have a positive and significant

## City Council Agenda Report

Considering adoption of Resolution No. 16-4735.7 approving the June 30, 2016 tentative agreement; authorizing the City Manager to prepare and execute a successor Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 for the period of May 1, 2015 through June 30, 2019; and authorizing corresponding budget appropriations and expenditures (General Fund)

July 12, 2016

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financial impact on the City and result in a more sustainable retiree medical program for current and future retirees.

### **Financial Impact**

The total net cost of the comprehensive compensation package is \$1.0 million over fiscal years 2015-16, 2016-17, 2017-18 and 2018-19. This OPEIU Local 29 agreement includes significant cost containment of the retiree medical benefit that reduces the City's unfunded liability by \$660,000 and saves \$90,000 a year on the annual recommended contribution (ARC). These savings assume that current retirees and existing employees receive the same retiree medical benefit.

A budget appropriation for FY 2016-17 in the amount of \$135,000 is necessary to cover a portion of the costs of the initial implementation of the contract. The delayed implementation was anticipated and funds are available from budget residual that will be carried over from FY 2015-16. Funding for FY 2017-18 and FY 2018-19 will be incorporated into the City's next two-year biennial budget.

### **Public Contact**

Posting of the agenda and notification of the Office and Professional Employees International Union Local 29.

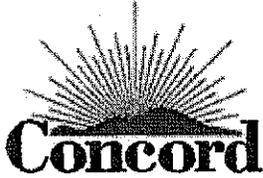
### **Attachments**

1. Tentative Agreement dated June 29, 2016 (signed June 30, 2016) between the City of Concord and the Office and Professional Employees International Union Local 29
2. Resolution No. 16-4735.7

**LAST BEST FINAL OFFER  
MADE TO OPEIU LOCAL 29  
BY THE CITY OF CONCORD  
JUNE 29, 2016**

**Any Union or City proposals not referenced herein are considered withdrawn from negotiations. All agreements reached shall be effective the first full pay period following adoption by the City Council unless specified otherwise.**

**The proposed term of the successor MOU is through June 30, 2019.**



**City of Concord and OPEIU Local 29 – Contract Negotiations**

June 29, 2016

**SIDE LETTER**

**Language:**

If, in the current round of negotiations for a successor MOU, the City agrees with POA to a higher maximum annual contribution toward retiree medical premiums for current active employees (i.e., employees hired prior to the effective dates of the agreement) than the amount tentatively agreed to for current active employees (i.e., employees hired prior to the effective date of the OPEIU Local 29 agreement) represented by OPEIU Local 29, the parties will reopen and the City will offer the same contribution to OPEIU Local 29. This agreement shall not be precedential.

City:         Dan Jones 6/29/16        

Union:         Kelly A. F.



**City of Concord and OPEIU Local 29 – Contract Negotiations**

June 29, 2016

City Proposal 3

MOU Section: 15 BENEFIT PLANS

Following language entirely replaces sections 15.1.1 to 15.1.5 and adds section 15.1.6:

Language:

**15. BENEFIT PLANS**

**15.1.1 Active Employees**

15.1.1.1 The City shall continue to contract with CalPERS for medical insurance plans for unit employees through the term of this Agreement.

15.1.1.2 As soon as practical, but not later than 90 days from the effective date of the agreement, the City shall pay 90% of the Kaiser premium at each rate of coverage (Employee Only, Employee plus 1, and Employee plus 2 or more):

Employee only	\$671.82
Employee + One Dependent	\$1,343.65
Employee + Two or more Dependents	\$1,746.74

15.1.1.3 Beginning with Plan year 2017, the parties agree to share seventy-five percent (75%) City and twenty-five percent (25%) employee any future increases (or decreases) in the Kaiser premiums.

The City contribution towards medical premiums shall be calculated as follows: 90% of 2016 Kaiser premium + ((current Kaiser premium – 2016 Kaiser premium)\*(.75))

60 days prior to the effective date of the new Kaiser premium rates, as announced by CalPERS, the parties will meet to calculate the City and employee contributions.

**15.1.2 Flexible Spending Account (IRC Section 125)**

15.1.2.1 As soon as practical, but not later than 90 days from the effective date of the agreement, the City will expand the existing premium conversion arrangement under IRC Section 125 to enable pre-tax contributions for medical insurance only by the City on behalf of participating employees.

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*6/29/16*      *AT*  
*6/29/16*

15.1.2.2 Pursuant to changes in the preceding paragraph, the City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee.

15.1.2.3 The City shall make a premium contribution on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution, equals the City contribution calculated in Section 15.1.1. For 2016, the PEMHCA minimum is \$125.

**[EXAMPLE: If the PEMHCA minimum contribution is \$125, and the City's share of premium for Employee Only is \$671.82, then the City will make a direct PEMHCA payment of \$125 and make available \$546.82 to the employee under the premium conversion arrangement.]**

15.1.2.4 Any employee who has health plan coverage as a result of being an eligible dependent of another City employee, or who has health plan coverage as an eligible dependent of a person employed elsewhere, may request that their health plan coverage as an employee of the City be terminated, and that they be paid the amount of the monthly health waiver benefit as follows:

- For those qualified and hired by the City of Concord before January 1, 2015, Medical in Lieu shall be \$500. (These employees also received a one-time lump sum payment in the amount of \$750, which was paid during the first full pay period in January 2015);
- For those qualified and hired by the City on or after January 1, 2015, Medical in Lieu shall be \$200; and
- The "waiver" benefit shall be capped at these levels.

To participate in this program, employees shall waive their individual health plan coverage by signing a form provided by the City and providing proof of the alternate medical coverage to the Human Resources Department. Such proof must be resubmitted each year during the City's health waiver recertification period. If such proof is not provided by the end of the recertification enrollment period, payments shall be stopped and the employee will be enrolled in a health plan effective January 1<sup>st</sup> of the following year.

15.1.2.5 Consistent with applicable laws and regulations, each worker may authorize salary deductions for any benefits permitted by law and provided for in the FSA plan document. Those benefits will include:

- a. Health insurance in accordance with PERS regulations and Federal law;
- b. Child care expenses not otherwise reimbursed by the City;
- c. Any qualified personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment;
- d. Commuter Benefits

### 15.1.3 Retiree Medical Insurance

15.1.3.1 Current employees hired prior to the effective date of this agreement and who meet the

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*6-30-16* *DT*  
*6/29/16*

requirements set forth in this section shall be vested in the flat dollar contribution rates set forth in the chart below. For active employees hired before the effective date of this agreement and who work for the City of Concord continuously for five (5) or more years, who retire directly from the City, in accordance with CalPERS and PEMHCA requirements, the City shall reimburse the retirees up to the following amounts determined by the level of coverage selected and plan type:

**Plan Types:**

- Basic Plan (Pre-Medicare)
- Supplemental Medicare Plan (Retiree and dependent(s) are Medicare eligible)
- Combination Plan (when at least one covered party – retiree or dependent are Medicare eligible but at least one of the other covered individuals is not Medicare eligible)

<b>Plan Type – Basic Plan (Pre-Medicare)</b>	
<b>Level of Coverage</b>	<b>City Monthly Contribution</b>
Single Party Only	\$671.82
Two-Party	\$1,343.65
Family	\$1,746.74
<b>Plan Type – Supplemental Medicare Plan Type (Retiree and dependent(s) are all Medicare eligible)</b>	
<b>Level of Coverage</b>	<b>City Monthly Contribution</b>
Medicare Retiree Only	\$287.52
Medicare Retiree+1 Medicare Dependent	\$575.04
Medicare Retiree+2 or more Medicare Dependents	\$862.56
<b>Plan Type – Combination Plan Type Option 1 (Retiree is Medicare eligible, but dependent(s) are not)</b>	
<b>Level of Coverage</b>	<b>City Monthly Contribution</b>
Medicare Retiree+1 Basic Dependent	\$937.30
Medicare Retiree+2 or more Basic Dependents	\$1,321.01
Medicare Retiree+1 Medicare Dependent+1 or more Basic Dependent(s)	\$974.16
<b>Plan Type – Combination Plan Type Option 2 (Retiree is not Medicare eligible, but one or more dependent(s) are)</b>	
<b>Level of Coverage</b>	<b>City Monthly Contribution</b>
Basic Retiree+1 Medicare Dependent	\$937.30
Basic Retiree+2 or more Medicare Dependents	\$1,235.10
Basic Retiree+1 Basic Dependent+1 or more Medicare Dependent(s)	\$1,321.01

Retiree contributions will vary based on future changes to health premiums and health plan selected. However, the City contribution shall be capped at the levels listed above.

City contributions to medical premiums shall not exceed 100% of the premium cost for

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the applicable level of Kaiser coverage.

15.1.3.2 Employees hired on or after the effective date of this agreement and employees hired before the effective date but who work fewer than five (5) contiguous years for the City of Concord shall have no vested right to retiree medical benefits beyond the minimum contribution rate provided by law. However, any employee who retired directly from City of Concord and was eligible for the retirement medical benefit prior to the effective date of this agreement, but subsequently returns to employment with Concord shall retain his/her eligibility for retirement health benefits pursuant to 15.1.3.1. In addition, any employee who has received a conditional offer of employment with the City prior to the effective date of this agreement shall be treated as an active employee on the effective date for purposes of section 15.1.3.1.

15.1.4 Nothing in this agreement shall preclude the City from selecting an alternative health care provider (other than PEMHCA) after the expiration of this agreement, subject to bargaining obligations under state law. However, should the City change health care providers in the future, it shall continue to pay toward retiree health coverage in the amounts set forth in 15.1.3.1.

15.1.5 The City agrees to provide employee and dependent coverage as determined in 15.1.1 above when an employee becomes disabled due to a City of Concord workers' compensation injury. Such coverage shall extend for up to one year from the date of injury or to the date when the employee's disability is determined to be permanent and stationary, whichever comes first.

15.1.6 The parties agree to re-open to meet and confer on regulatory changes related to the Affordable Care Act which arise during the term of this MOU.

City: Am Jules 6/29/16

Union: Kelly M. 6-30-16



**City of Concord and OPEIU Local 29 – Contract Negotiations**

June 21, 2016

Union Proposals 3, 4 and 5 – Pay: City Counter Proposal #8

MOU Section: Article 5 - Pay

Language:

Effective the first full pay period following Council adoption, base wages for all bargaining unit classifications will be increased by 8.5% (reflecting a 2.5% base wage increase for 2015-16 plus a 3% base wage increase for 2016-17, plus an additional 3% base wage increase in recognition of the union's agreement to the retirement medical changes in this agreement).

In addition, in the first full pay period following Council adoption, all bargaining unit members employed as of that date will receive a one-time lump sum payment of \$2000.

Effective the first full pay period in July 2017, base wages for all bargaining unit classifications will be increased by 3%.

Effective the first full pay period in July 2018, base wages for all bargaining unit classifications will be increased by 3%.

City: Don Tule 6/29/16  
Union: Jelly Duff 6-30-16



**City of Concord and OPEIU Local 29 – Contract Negotiations**

March 15, 2016

Union Proposal "PREMIUM PAY FOR EMPLOYEE IN "ACTING CAPACITY": City Counter Proposal 2

MOU Section: NEW

Language:

PREMIUM PAY FOR EMPLOYEE IN "ACTING CAPACITY": An employee who, with the approvals of the City Manager, is temporarily assigned the duties of a supervisor position for at least (5) consecutive work days, shall receive premium pay of no more than five percent above his/her present salary. The premium pay shall be retroactive to the first day the employee began performing the higher duties. Employees who are temporarily assigned the duties of a superior position for four (4) or fewer consecutive working days shall not be paid any differential.

5. PAY

5.2 Pay for Higher Class Work

The Parties hereby incorporate by reference Policy and Procedure No. 4637.76, in effect on the date of this MOU. Changes to Policy and Procedure No. 4637.76 will become effective only after satisfying the City's meet and confer obligations.

5.2.1 Working Out of Class

5.2.1.1 Definition. Employees who are temporarily assigned by the City Manager, or designee, to perform a substantial amount of additional work customarily assigned to a higher classification.

5.2.1.2 Pay Differential. The salary increase received by an employee when working out-of-class will be determined by the City Manager based on the range of duties assigned. However, the standard increase will be five percent (5%). Once the Out-of-Class assignment ends, the pay differential shall be terminated. Termination of the pay differential is not discipline and the disciplinary appeal process does not apply under these circumstances.

5.2.1.3 Duration. Out-of-Class assignments must not extend past six (6) months except through written authorization of the City Manager, or designee.

City:

Ann Tuley 6/09/16

Union:

Kelly 6.30.16



## City of Concord and OPEIU Local 29 – Contract Negotiations

December 18, 2015

Union Proposal B Step/Merit Increases - City Counter Proposal 3

MOU Section: 5.7 Step/Merit Increases

Language:

5.7 Effective October 1, 2013, Local 29 members will participate in the Results Based Performance Management System for salary step increase eligibility.

OPEIU Local 29 members will receive training on this system prior to the October 1<sup>st</sup> effective date.

Step/Merit System

An employee who receives an overall "Not Fully Achieves Expectations" will not be considered for any merit or length of service step advancement until an overall "Achieves Expectations" rating is established. Where an employee receives an overall rating of "Not Fully Achieves Expectations" on two consecutive occasions, disciplinary action may be taken by the appointing authority as provided in Section 17.

An employee who receives an overall "Not Fully Achieves Expectations" and does not receive a step increase may appeal this decision to his or her department head. If the employee is not satisfied with the outcome of the decision he/she may request a meeting with the City Manager. The City Manager will meet with the employee to discuss the evaluation. The employee may be accompanied by their union representative. The decision of the City Manager will be final.

Normally, and as a general rule, upon employment, reemployment, rehire, and upon progress and productivity, employees shall be considered for initial placements and subsequent step advancement according to the following general plan:

Step Advancement

- Fiscal Year 2012-13 Steps Frozen
- Fiscal Year 2013-14 and beyond: reinstitute steps and eliminate the discretion of the Manager based on budget availability.
- Fiscal Year 2014-15: F Step will be modified to all full 5% step

City:

Ann Tuleo 6/29/16

Union:

Kelly A. 6-30-16



## City of Concord and OPEIU Local 29 – Contract Negotiations

March 15, 2016

Union Proposal 9 Vacations - City Counter Proposal 2

The City offers the below language in Section 8.1.2 contingent upon the Union's agreement to the City's proposed language to Section 8.1.1 below.

MOU Section: ARTICLE 8 – VACATIONS

Language:

8.1.1 Annual Vacation Cash-Out. For the purposes of reducing excess vacation accrual, employees may elect to receive compensation ("cash-out"), annually, for a maximum of 40 hours of accrued vacation each year, so long as two workweeks of accrued vacation remain for the benefit of the employee after the cash-out is taken. This election must be made in writing no later than December 31 of the calendar year prior to when the cash-out is scheduled to occur. By way of illustration, employees seeking a cash-out in calendar year 2016 must submit their cash-out election by December 31, 2015. This compensation shall occur on the first full pay period in August following submission of the irrevocable election form (See Attachment A). No exceptions will be made to this policy. If the non-revocable election is not made by December 31, there will be no other opportunity to cash-out vacation accruals until/unless the non-revocable election is made by the employee on or before December 31 of the following year.

Section: 8.1.2

On September 9 of each calendar year, employees in pay status shall accrue an additional eight (8) hours of vacation in lieu of an Admissions Day holiday. Such vacation accrual shall occur at the end of the pay period which includes September 9 and shall be credited to the employee's vacation balance regardless of the number of hours paid during the pay period. However, such vacation accrual shall not be credited in any amount that exceeds the employee's vacation accrual maximum unless specifically authorized by, and at the sole discretion of, the City Manager after considering alternatives that may be available. The City agrees to provide advance notification to those employees who may, as a result of such crediting, exceed their vacation maximum so that they may schedule vacation time or initiate other appropriate action in order to avoid a loss. Such notification shall be with the understanding that it is the employee's responsibility to initiate the appropriate request. For purposes of this section, pay

status means the employee has worked or is on authorized paid leave of absence for at least four hours on the workday prior to and following the holiday. Employees on authorized or unauthorized leaves of absence without pay are not considered to be in pay status during the leave of absence.

City: Am Juba 6/29/16

Union: Yelby L/ 6-30-16



**City of Concord and OPEIU – Local 29**

June 21, 2016

**Union Proposal #6 – City Counter Proposal #2**

**MOU Section: Article 5.2 Pay for Higher Class Work**

**Language:**

**The City will continue its practice of budgeting and paying all employee costs related to training and fees associated with required professional certification as specified in the respective job classifications.**

City:

Don Julio 6/29/16

Union:

Keely 6/30/16



**City of Concord and OPEIU Local 29 – Contract Negotiations**

June 21, 2016

**City Counter Proposal # 2 to February 10, 2016 Union Proposal on the Educational Incentive Program  
(Attachment C to the MOU)**

Upon the written request of the union, the City agrees to constitute a joint committee within ninety (90) calendar days of adoption of the successor MOU whose purpose shall be to review the existing Educational Employees Incentive Program. The committee shall consist of two representatives selected by the union and two representatives chosen by the City. The committee will deliberate for no more than ninety (90) days and shall make its written recommendations regarding changes, if any, to the Human Resources Director for consideration.

City:

Don Julio 6/29/16

Union:

Kelly L. 6-30-16

# TENTATIVE AGREEMENTS



**City of Concord and OPEIU Local 29 – Contract Negotiations**

July 20, 2015

**Union Proposal 1 Hours of Work - City Counter Proposal 1**

**MOU Section: 4 HOURS OF WORK**

**Language:**

By mutual agreement between the Department Head and employee, subject to approval of the City Manager and side letter signed by the Union, the parties may agree to an alternate work schedule. Any agreement will be subject to a thirty (30) day termination notice by either party.

By mutual agreement between the department head and the employee, subject to approval of the City Manager and side letter signed by the Union, the parties may agree to a Telecommuting Agreement. Any agreement will be subject to a thirty (30) day termination notice by either party. (See AD 162 K. Telecommuting and AD 118 Citywide Tablet use.)

City: Don Durbin 7-20-15  
Union: Kelly A 7-20-15



**City of Concord and OPEIU Local 29 – Contract Negotiations**

August 4, 2015

**Union Proposal #10 – City Counter Proposal #1**

**MOU Section: Article 13**

**Language:**

**13. Grievance Procedure**

**13.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any City official shall be final; the interpretation or application of those provisions not being subject to the grievance procedure.

**13.2 Employee Representative**

At any step in the grievance procedure, the employee concerned will be represented by the Union or, alternatively, may elect self-representation. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

**13.3 Class Actions**

In the event more than one employee is directly involved with an issue, the employees may, at any step in the grievance procedure, name one of their number to carry the grievance through the procedure as a class action and be represented by the Union. In a class action grievance, the named employee directly concerned shall be personally present at all stages.

**13.4 Parties' Intent**

It is the intent to deal with and settle grievances informally, and at the earliest practical organizational level, and as promptly and fairly as possible. Whenever feasible, grievances will be handled during the regularly scheduled working day hours of the parties involved.

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**13.5 Procedure**

**13.5.1 First Step.** The employee or employees concerned shall first make efforts to resolve such grievance with their immediate supervisor concerned. The grievance shall be submitted to the supervisor within thirty (30) calendar days following the occurrence of the events on which the grievance is based.

**13.5.2 Second Step.** If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, then within seven (7) days of the discussion with the immediate supervisor, the employee or employees aggrieved may reduce the grievance to writing. The grievance shall set forth all of the issues involved; shall be dated and signed by the employee or employees; and shall be submitted to the employee's Department Head. A copy of the written grievance shall be sent to the Director of Human Resources. The Department Head or the person appointed by the Department Head to hear and determine the grievance at this step shall make such investigation of the facts and issues as is required and reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the department's business. Upon reaching such conclusion, but in any event within seven (7) working days of the receipt of the grievance statement, the Department Head or the person appointed by the Department Head shall reply in writing stating the department's view of the issue involved.

**13.5.3 Third Step.** If the grievance has not been disposed of in the second step, the employee, within seven (7) working days after receiving the department's written reply, shall forward the written grievance to the City Manager or the City Manager's designated representative, who will review the facts and issues and make such further investigation as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with normal conduct of the City's business. Upon reaching such conclusion, but in any event within ten (10) working days of the receipt of the grievance statement, the City Manager or the City Manager's designated representative shall reply in writing to the employee setting forth the City's decision.

**13.5.4 Fourth Step.** Within seven (7) working days after receiving the City Manager's written decision, the employee may submit the grievance for consideration by either, but not both, the Personnel Board or an arbitrator, subject, in each grievance submitted to arbitration, to the execution of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager.

**13.5.5 Personnel Board.** In considering an employee grievance, the Personnel Board shall hear and investigate the grievance and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.

**13.5.6 Arbitrator.** The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration, will apply.

*Handwritten initials*

The arbitrator shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator.

The cost of arbitration, including the incidental expenses of the hearing shall be borne equally by the parties.

**13.5.7 Decision - Final and Binding.** The decision of the Personnel Board or the arbitrator, whichever is selected, shall be made in writing within ten (10) working days of the close of the investigation and/or hearing, shall direct the appropriate appointing authority in the disposition of the case, and shall be final and binding upon both parties. In each grievance matter, the Personnel Board and the arbitrator shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

**13.6 Waiver of Steps or Time Limits**

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this Section may be waived upon consent of all parties involved.

**13.7 No Interruption of Work**

During the determination of a grievance herein, there shall be no interruption of scheduled work relating to the grievance, except as provided for in Section 13.2

City: San Diego 8/4/15  
Union: Velby 8-4-15

September 13, 2015

**CONTRACT PROPOSAL**

*Between*

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL 29, AFL-CIO**

*And*

**CITY OF CONCORD**

---

*The Union reserves the right to amend, delete and/or modify proposals throughout these negotiations.*

**1. Discipline**

**1.1 Cause of Disciplinary Action**

Disciplinary measures may be taken for any good and sufficient cause. Cause for disciplinary action shall include:

- 17.1.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.
- 17.1.2 Incompetency or inefficiency.
- 17.1.3 Inexcusable neglect of duty.
- 17.1.4 Insubordination.
- 17.1.5 Willful disobedience.
- 17.1.6 Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- 17.1.7 Being under the influence of alcohol or any controlled substances while on duty; including but not limited to drunkenness on duty or intoxication on duty.
- 17.1.8 Illegal use of narcotics or drugs or use to the detriment of work performance.
- 17.1.9 Dishonesty or immorality.
- 17.1.10 Conviction by any state or by the Federal Government for a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison; or conviction of any crime involving moral turpitude.

17.1.11 Unauthorized absence without leave.

17.1.12 Discourteous or non-cooperative treatment of the public or other employees.

17.1.13 Misuse of or misappropriation of City property or funds.

17.1.14 Improper political activity as defined in Section 11311 of the Municipal Code.

17.1.15 Failure to abide by any condition of employment stipulated in the Personnel Ordinance; Personnel Rules, any personnel Policy & Procedure, Administrative Directive or Memorandum of Understanding used in the establishment and maintenance of the City's personnel program; or by formal action of the Council or Board.

17.1.16 Failure to meet financial obligations to the extent that this leads to repeated attachment or garnishment of wages.

17.1.17 Acceptance of gifts or gratuities for favors or services performed during the course of City employment or due to City employment.

17.1.18 No City-owned, leased, or rented equipment, autos, trucks, instruments, tools, supplies, machines, or any other item which is the property of the City shall be used by any City employee while said employee is engaged in any outside employment or activity for compensation or otherwise for personal use, except upon prior authorization of the City Manager. Further, no City employee shall allow any person to rent, borrow, or use any of the items mentioned, except upon prior authorization of the City Manager.

**Violations and Penalties.** Any violation of these provisions respecting use of City property shall constitute sufficient grounds for disciplinary action, including immediate dismissal of the employee from the City service.

17.1.19 Any other acts or omissions which are incompatible with or unfavorable to the public service.

17.1.20 Consuming, purchasing, or transporting any alcoholic beverages or illegal substances, or abusing the use of controlled substances during any portion of the paid duty time. This includes all coffee breaks, unpaid lunch breaks and during any overtime hours worked. The consumption of alcoholic beverages or illegal substances during unpaid lunch breaks is likewise prohibited.

**Note:** The Union's agreement to prohibit consuming alcoholic beverages or illegal substances during unpaid lunch breaks was conditioned upon implementation of the same policy for managers and professionals as well as the ATC/P&O units. That condition has been fulfilled.

## **1.2 Extent of Disciplinary Actions**

The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. The disciplinary actions that may be taken are written reprimand, suspension without pay, reduction in step within range, demotion without consent, dismissal, or any appropriate combination of these.

**17.2.1 Warning Notice** is an informal procedure used by a supervisor to caution an employee and is not an official disciplinary action. The warning notice may be issued verbally or in writing. If the notice is presented in writing, the form titled "Employee Discussion Record" (Form PBR 30) shall be used, and it shall be retained within the employee's department and purged after one (1) year if the situation corrects itself. In using this procedure, a written warning is not to be forwarded to the Human Resources Director for filing in the employee's official personnel file. Warning notices are not subject to either the grievance procedure or discipline appeal process; however, they may be considered as pertinent evidence or information in any hearing resulting from any subsequent official action taken.

**17.2.2 Written Reprimand** as a disciplinary action means official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands shall be given in the manner and on forms prescribed or accepted by the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing. Written reprimands are not subject to the discipline appeal procedure, but may be subject to the grievance procedure.

**17.2.3 Suspension without pay** shall be a temporary separation from City service not to exceed thirty (30) consecutive days.

**17.2.4 Reduction in Step within range** as a disciplinary measure is the withdrawal of step advancements granted for merit, efficiency, and length of service. Reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or temporary basis.

**17.2.5 Demotion without consent** as a disciplinary action shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary in accordance with Section 7.3.8.1. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is located. Demotion may be made on a permanent or temporary basis.

**17.2.6 Dismissal** means the termination of an employee from the City service.

### **1.3 Authority for Disciplinary Actions**

The appointing authority shall have authority to take disciplinary action, provided also that the appointing authority shall delegate to subordinate supervisory employees the authority to make immediate suspensions in emergency situations. The duration of such suspensions may not be stipulated, however, except by the appointing authority. The Human Resources Director shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Human Resources Director may be notified as soon as possible subsequent to the time the action is taken.

### **1.4 Notice to Employees**

Before taking any of the disciplinary actions specified in Section 17.2 of the MOU against any employee who has passed a probationary period for a position in the City's Competitive Service, the City shall cause to be served, personally or by certified mail, to the employee a "Notice of Intent to Take Disciplinary Action". Such notice shall contain:

17.4.1 A statement describing the proposed disciplinary action.

17.4.2 A reference to the rule or standard violated.

17.4.3 A summary of the facts, including acts or omissions, which substantiate that the rule or standard was violated.

17.4.4 A statement that the employee may review and request copies of materials upon which the proposed disciplinary action is based.

17.4.5 A statement that the employee upon whom such Notice of Intent to take Disciplinary Action has been served shall have at least five (5) working days from the receipt of the notice to respond to the City, either orally or in writing, before the proposed action is taken.

17.4.6 A statement that failure to respond to the notice will be regarded as a waiver of the employee's subsequent right to respond to the notice.

### **1.5 Employee Response**

Upon the employee's request, and for cause acceptable to the appointing authority, the City may extend the period for submitting a response. The City shall confirm such extension in writing. If the employee's response is not received within the period specified in the original Notice of Intent, or within an authorized extension period, any subsequent right to respond shall be forfeited.

## **1.6 Order of Disciplinary Action**

At the expiration of the response period, and after consideration of the employee's response, if any, the appointing authority shall determine if disciplinary action is warranted. If so, a written notice, including specific charges as to offense and the time, place, and circumstances of such offense shall be made to the employee at the time when any disciplinary action is made effective, provided that in emergency situations or other instances when simultaneous notification is not practicable, written notification may be given the following normal City working day. Said notice shall, whenever possible, be made in the form prescribed by the Human Resources Director and copies shall be submitted to the Human Resources Director for the employee's official personnel record.

## **1.7 Effective Date**

A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action shall be recorded with an effective date which is prior to the date such action is taken. In addition, except for suspensions under emergency situations, the effective date shall not be earlier than the date of the notice of Order of Disciplinary Action.

## **1.8 Right of Appeal**

An employee who has been suspended, demoted, dismissed, or whose pay step is reduced in the pay range shall be entitled to request a hearing as set forth below. Written reprimands shall not be subject to the discipline appeal process, but may be subject to the grievance procedure as provided in Section 18.

## **1.9 Employee Representative**

At any step in the discipline appeal procedure, the employee concerned will be represented by the Union or, alternatively, may elect self-representation. In either case, the employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

## **1.10 Appeal Procedure**

The following procedure shall be used in the appeal process:

**17.10.1 Protest.** Within seven (7) working days of the receipt of written notice of Order of Disciplinary Action, the disciplined employee may protest the disciplinary action. Such protest shall be in writing and given to the Human Resources Director.

**17.10.2 Hearing.** The Human Resources Director, within seven (7) working days of the receipt of such an employee's protest, shall initiate arrangements to hold a hearing between the City Manager or designee and the employee.

**17.10.3 Specification of Intent.** The City Manager or designee shall consider the disciplined employee's protest presentation and any other pertinent information that may be forthcoming during the hearing. Within seven (7) working days subsequent to such hearing the City Manager or designee may revoke, modify, or affirm the initial disciplinary action and shall notify the employee, in writing, of the intended action, together with any further relevant information. A copy of the notice will be sent to the Human Resources Director.

**17.10.4 Appeal to Personnel Board or Arbitrator.** If the matter has not been settled, the employee may, within seven (7) working days of the receipt of the City Manager's or designee's specification of intention, request in writing to the Human Resources Director that an investigation and decision of the matter be made by either, but not both, the Personnel Board or an arbitrator, subject, in cases submitted to arbitration, to the execution in writing of "An Agreement for Arbitration" signed by the employee, the employee's representative (if any), and the City Manager.

**17.10.5 Personnel Board.** In considering an employee appeal, the Personnel Board shall investigate and hear the appeal and shall make findings and a decision. The decision of the Personnel Board will have the effect of a judgment.

**17.10.6 Arbitrator.** The agreement for arbitration will provide that the arbitration decision will have the effect of a judgment. Except as may be otherwise provided herein, the provisions of Title 9, commencing with Section 1280 of the Code of Civil Procedure dealing with arbitration will apply.

The arbitrator shall be selected from among a list of no more than ten (10) names provided by the California State Conciliation Service, the American Arbitration Association, or a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall move first, the representative of the City and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. This procedure shall be followed until there is an available arbitrator.

The cost of arbitration, including the incidental expenses of the hearing shall be borne equally by the parties.

**17.10.7 Decision - Final and Binding.** The decision of the Personnel Board or the arbitrator, whichever is selected, shall be made in writing within ten (10) working days of the close of the investigation and/or hearing; direct the appropriate appointing authority in the disposition of the case; and shall be final and binding upon both parties. The Personnel Board or the arbitrator, whichever is selected, shall be restricted to the interpretation and application of existing policies, rules, directives, or procedures and shall not change existing wage rate schedules or employee benefits.

**17.10.7.1 Modification or Revocation.** The Personnel Board or the arbitrator, whichever selected, may modify or revoke a disciplinary action based on any of the following guidelines:

17.10.7.1.1 There is not evidence to justify the disciplinary action taken.

17.10.7.1.2 A violation or omission of procedure for disciplinary action was made, which violation or omission resulted in prejudice to the employee.

17.10.7.1.3 The action taken resulted from political, religious, or racial bias or prejudice.)

17.10.7.1.4 The action taken was unreasonable, capricious, or arbitrary in view of the offense, the circumstances surrounding the offense, and the past record of the employee.

**17.10.7.2 Reimbursement for Lost Pay.** Reimbursement shall be made as directed by the Personnel Board or arbitrator, whichever is selected, to an employee for loss of pay due to a disciplinary action which is subsequently revoked or modified. Such reimbursement pertains to and is confined to the period of time between the date of initial action under Section 17.7 and ending with the date of final decision.

**Limitation:** No reimbursement shall be made for any portion of the said period during which the employee was not ready, willing, and able to perform the duties of the position (excluding bona fide sick leave).

### **1.11 Waiver of Steps or Time Limits**

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this Section may be waived upon consent of all parties involved.

### **1.12 No Interruption of Work**

During the determination of a discipline appeal herein, there shall be no interruption of scheduled work relating to the discipline appeal, except as provided by Section 17.9.

Don Jurek  
City 9/17/15

Kelly  
UNION 9-17-15



**City of Concord and OPEIU Local 29 – Contract Negotiations**

May 28, 2015

**Union Proposal New ARTICLE UNION RELEASE City Counter Proposal 1**

**MOU Section: NEW**

**Language:**

The City agrees to pay up to eight (8) hours ~~per quarter~~ biannually for a maximum of two (2) stewards to attend stewards council meetings, training, and other union-sponsored meetings. Requests for time off pursuant to this article ~~Hours shall be scheduled~~ made at least two (2) weeks in advance, except by mutual agreement.

City: Don Julio 6/11/15  
Union: Kelley A 6-11-15

November 4, 2015

**CONTRACT PROPOSAL**

*Between*

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL 29, AFL-CIO**

*And*

**CITY OF CONCORD**

---

*The Union reserves the right to amend, delete and/or modify proposals throughout these negotiations.*

Counter proposal

**MOU Section: ARTICLE 14 - SAFETY AND HEALTH**  
Language:

**14.1 Safety**

The City will reimburse provide an annual allowance in the amount of \$150 to employees who are required to perform field work up to \$150 per year for the purpose of purchasing safety boots complying with standards established by the Safety Committee. This allowance shall be paid in the first full pay period in July.

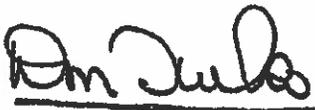
**14.1.1**

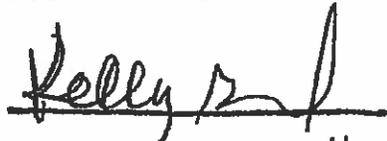
The City shall provide to employees assigned to Building Inspection Supervisor, Public Works Supervisor, and Construction Inspection Supervisor classes an annual clothing allowance of \$350. Such allowance shall be paid in the month of July. The purpose of this allowance is for the purchase of a uniform as designated by the Director of Community and Economic Development and Director of Public Works. The wearing and use of such uniform shall conform to the Uniform Policy set by the Director of Community and Economic Development.

**14.1.2**

The City shall reimburse employees up to \$350 for safety gear or clothing needed to perform duties in their classification.

All employees performing field work shall be provided, on an individual basis, safety glasses pursuant to Policy and Procedure No. 106, in addition to hard hats, and safety vests.

  
CITY 11/4/15

  
UNION 11-4-15



**City of Concord and OPEIU Local 29 – Contract Negotiations**

July 20, 2015

**Union Proposal Article 10.1 Sick Leave - City Counter Proposal 1**

**MOU Section: 10 LEAVES OF ABSENCE**

**Language:**

**10.1 Sick Leave**

The Parties hereby incorporate by reference Policy and Procedure No. 41, in effect on the date of this MOU, subject to the changes described below. Changes to Policy and Procedure No. 4, other than those to incorporate the exceptions below, will become effective only after satisfying the City's meet and confer obligations.

...

**10.1.7 Use of Sick Leave.** An eligible employee can only be granted sick leave with pay upon recommendation of the appointing authority for the following:

- 10.1.7.1** In the case of a bona fide illness of the employee.
- 10.1.7.2** In the event of the serious illness or death of a member of the employee's immediate family.

Immediate Family means an employee's spouse, a biological, adoptive or foster parent (including a step-parent, 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) parent, brother, sister, child (defined to include a biological or legally adopted child, a foster child, a step-child, legal ward, or a child to whom the employee stands in loco parentis. This definition of child is applicable regardless of age or dependency status.), registered domestic partner, parent-in-law, sibling, grandchild, grandparent, or any or either of them. For purposes of this section, immediate family is defined as the employee's spouse, registered domestic partner, a biological, adoptive or foster parent (including a step-parent, 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) parent, parent-in-law, brother, sister, child (defined to include a biological or legally adopted child, a foster child, a step child, legal ward, or a child to whom the employee stands in loco-parentis) grandparent, grandparent in law, grandchild, or any or either of them, and if living within the employee's home.~~

10.1.7.3

In the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse, the employee's registered domestic partner, or the employee's dependent children that requires the employee's absence from work.

City: Omaha 11/4/15  
Union: Velly Asch 11-4-15

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A Resolution Approving the June 30, 2016, Tentative Agreement Authorizing the City Manager to Prepare a Successor Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 for the Period of May 1, 2015 through June 30, 2019, and Authorizing Corresponding Budget Appropriations, Expenditures, and Funding to be Incorporated into the Next Two-Year Biennial Budget**

**Resolution No. 16-4735.7**

**WHEREAS**, the Memorandum of Understanding between the City of Concord and the Office and Professional Employees International Union (OPEIU) Local 29 expired on April 30, 2015; and

**WHEREAS**, City representatives and the duly appointed representatives of OPEIU Local 29 have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

**WHEREAS**, the membership of OPEIU Local 29 ratified the attached agreement on July 1, 2016; and

**WHEREAS**, a budget appropriation for FY 2016-17 in the amount of \$135,000 is necessary to cover a portion of the costs of the initial implementation of the contract; and

**WHEREAS**, delayed implementation of the contract was anticipated and funds are available from budget residual that will be carried over from FY 2015-16; and funding for FY 2017-16 and FY 2018-19 will be incorporated into the City’s next two-year biennial budget; and

**WHEREAS**, the City Manager and City staff recommend the terms and conditions of the Memorandum of Understanding to be approved by the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES RESOLVE AS FOLLOWS:**

**Section 1.** Approves the Memorandum of Understanding between the City of Concord and OPEIU Local 29 to include the tentative agreement signed on June 30, 2016.

**Section 2.** Directs staff to prepare a written successor Memorandum of Understanding between the City of Concord and OPEIU Local 29, incorporating the agreed-upon changes as

1 reflected in the July 12, 2016 staff report and the June 30, 2016 tentative agreement, and such further  
2 technical and clarifying changes as may be approved by OPEIU Local 29 representatives and the City  
3 Manager.

4 **Section 3.** Authorizes the City Manager to execute a successor Memorandum of  
5 Understanding on behalf of the City.

6 **Section 4.** Authorizes a budget appropriation and expenditure for FY 2016-17 in the amount  
7 of \$135,000 to cover a portion of the costs of the initial implementation, and further authorizes  
8 funding for FY 2017-18 and FY 2018-19 to be incorporated into the City’s next two-year biennial  
9 budget.

10 **Section 5.** This resolution shall become effective immediately upon its passage and adoption.

11 **PASSED AND ADOPTED** by the City Council of the City of Concord on July 12, 2016, by  
12 the following vote:

13 **AYES:** Councilmembers -

14 **NOES:** Councilmembers -

15 **ABSTAIN:** Councilmembers -

16 **ABSENT:** Councilmembers -

17 **I HEREBY CERTIFY** that the foregoing Resolution No. 16-4735.7 was duly and regularly  
18 adopted at a regular meeting of the City Council of the City of Concord on July 12, 2016.

21 \_\_\_\_\_  
Joelle Fockler, MMC  
City Clerk

22 **APPROVED AS TO FORM:**

24 \_\_\_\_\_  
Susanne Meyer Brown  
City Attorney