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Staff Report

Date: June 28, 2016

To: City Council

From: Valerie J. Barone, City Manager

Prepared by: Elia Bamberger, Director of Human Resources
elia.bamberger@cityofconcord.org
(925) 671-3310

Subject: **Considering adoption of Resolution No. 16-4735.3 approving the May 24, 2016, tentative agreement, authorizing the City Manager to prepare and execute a successor Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 representing the employees in Administrative, Clerical & Technical And Field & Operations Units for the period of July 1, 2015 through June 30, 2019, and authorizing corresponding budget appropriations and expenditures. (General Fund)**

Report in Brief

The Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 expired on June 30, 2015. The City and Teamsters representatives have been meeting since April 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 Teamsters membership ratified the tentative agreement on June 2, 2016. Consequently, the City Council is also being asked to approve the terms for the Memorandum of Understanding. The proposed terms will cost \$3.6 million over the course of four fiscal years (2015–2019) and a budget appropriation for FY 2016-17 of \$690,000 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 a resolution approving the tentative agreement, and authorizing the City Manager to prepare and execute a Successor Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 Representing the Employees in Administrative, Clerical & Technical and Field & Operations Units for the Period of July 1, 2015 - June 30, 2019
June 28, 2016

Recommended Action

Adopt Resolution No. 16-4735.3 approving the May 24, 2016 tentative agreement, authorizing the city manager to prepare and execute a successor memorandum of understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 representing the employees in Administrative, Clerical & Technical And Field & Operations Units for the period of July 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 Administrative, Technical & Clerical (ATC) and Field & Operations (F&O) bargaining units, represented by the Teamsters, have not received a salary adjustment since November 2014, at which time a 2.5% 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 Retirement 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 Teamster represented employees:

- Term of contract: Four (4) years (July 1, 2015 – June 30, 2016)
- Compensation Adjustment:
 - Effective the first full pay period following adoption of Resolution No. 16-4735.3, 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

Considering adoption of a resolution approving the tentative agreement, and authorizing the City Manager to prepare and execute a Successor Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 Representing the Employees in Administrative, Clerical & Technical and Field & Operations Units for the Period of July 1, 2015 - June 30, 2019
June 28, 2016

BENEFIT ADJUSTMENTS:

- Within the first full pay period following adoption of Resolution No. 1604735.3, employees shall 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%.

- Active Medical-in-Lieu Waiver:
 - For those employees participating in the cash-in-lieu program as of January 1, 2017, the monthly benefit is \$639.51. After January 1, 2017, all new waiver recipients shall receive \$200 per month for cash-in-lieu.
- Medical in retirement:
 - For active employees hired prior to June 28, 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 June 28, 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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June 28, 2016

- 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 re-instate from retirement to return to full time employment at 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 June 28, 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.
- Wage Study:
The parties agree that they will meet six (6) months prior to the expiration of the agreement to discuss classifications and agencies to be surveyed.

For additional changes to terms and conditions of employment, please refer to Attachment 1 (May 24, 2016 Tentative Agreement between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856).

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

City Council Agenda Report

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June 28, 2016

measures for the retirement medical program will have a positive and significant 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 \$3.6 million over fiscal years 2015-16, 2016-17, 2017-18 and 2018-19. This Teamster agreement includes significant cost containment of the retiree medical benefit that reduces the City's unfunded liability by \$5.3 million and saves \$630,000 a year on the annual recommended contribution (ARC).

A budget appropriation for FY 2016-17 in the amount of \$ 690,000 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 International Brotherhood of Teamsters Local Union No. 856.

Attachments

- A. Tentative Agreement dated May 24, 2016 between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856
- B. Resolution No. 16-4735.3

**City of Concord and Teamsters Local 856 Successor Agreement Negotiations:
Summary of Tentative Agreements, Side Letters and Addendums on
All Outstanding Items**

May 24, 2016

1. Pay - MOU Section: Article 7

(TA: Attachment 1)

- a. First full pay period of July 2016 an 8.5% increase to all salary ranges
- b. First full pay period of July 2016 a \$2,000 lump sum payment to all bargaining unit employees who are employed as of the date of Council adoption
- c. First full pay period of July 2017 a 3% increase to all salary ranges
- d. First fully pay period of July 2018 a 3% increase to all salary ranges

2. Group Medical Insurance - MOU Section: Article 21

(TA: Attachment 2)

- a. Active medical
 - i. 90%/10% 2016 Kaiser PERS rate (premium share)
City's Share
 - Employee Only: \$671.82/month
 - Employee Plus One: \$1,343.65/month
 - Employee Plus Two or more: \$1,746.74/month
 - ii. 75%/25% Employer/Employee cost share on annual premium changes beginning in 2017 and thereafter
- b. Medical in retirement
 - i. Current actives, must have five years Concord experience and retire from Concord, pre-Medicare floor/cap at 90% of 2016 Kaiser PERS rate at each level with vestment chart
 - Employee Only: \$671.82/month (Annual: \$8,061.84)
 - Employee Plus One: \$1,343.65/month (Annual: \$16,123.80)
 - Employee Plus Two or more: \$1,746.74/month (Annual: \$20,960.88)
 - ii. Current actives Medicare City contributions floor/cap at current levels, per vestment chart.
 - iii. Future retirees limited to PEMHCA minimum
- c. Active Medical-in-Lieu Wavier
 - i. \$639.51 per month cap for all employees participating in cash-in-lieu program as of January 1, 2017
 - ii. After January 1, 2017, all new waiver recipients receive \$200 per month for cash-in-lieu

3. Medical Retirement Benefit "Me Too" with POA

(Side Letter: Attachment 3)

- a. "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...than the amount tentatively agreed to for current active employees...represented by Teamsters, the parties will reopen and the City will offer the same contribution to Teamsters..."

4. Wage Study

(Side Letter: Attachment 4)

- a. "The parties agree that they will meet six (6) months prior to the expiration of the agreement to discuss classifications and agencies to be surveyed."

5. Vacations - MOU Section: Article 11

(TA: Attachment 5)

- a. Max annual vacation balance two times the amount of the employee's current vacation accrual rate.
- b. Cash Payment in Lieu of Vacation Time off must be made as non-revocable election by December 31 of calendar year prior to cash-out
- c. Maximum annual 40 hours, so long as two work weeks remain after cash-out

6. Job Title Changes

(Side Letter: Attachment 6)

- a. Convert Administrative Clerk I, II, and III positions currently assigned in the Police Records Management Division to Police Records Clerk I, II, and III positions.

7. Dental Benefits - MOU Section: Article 21

(TA: Attachment 7)

- a. Clean-up outdated dental language

8. Jury Duty - MOU Section: Article 16

(TA: Attachment 8)

- a. Certificate of Jury Service submitted to Payroll upon return to work

9. OT Police Records - MOU Section: New Section (# TBD)

(TA: Attachment 9)

- a. Posting or email of planned overtime
- b. First right of refusal within the bureau

10. Personnel Files - MOU Section: 24.4

(TA: Attachment 10)

- a. Three-year phase out of derogatory material (except performance evaluations), as long as no other similar instances have occurred

11. Travel Reimbursement - MOU Section: 23

(TA: Attachment 11)

- a. Accrual of beneficial "skills and knowledge" added as a criteria for reimbursement of expenses related to authorized functions.

12. Agency Shop Dues Deduction - MOU Section: Article 3

(TA: Attachment 12)

- a. Initiative fees shall be deducted in eight (8) installments instead of two (2).
- b. Local 1 changed to Teamsters Local 856

13. Notice to Employees of Disciplinary Action - MOU Section: Section 17.4

(TA: Attachment 13)

- a. Copy to the Union required.

14. Leaves of Absences - MOU Section: Article 14

(TA: Attachment 14)

- a. Removal of Good Friday to capture existing practice.

15. Maintenance Worker Differential Pay - MOU Section: 9.3

(TA: Attachment 15)

- a. 5% Differential Pay for Maintenance Worker I and II positions
 - i. Lead a crew of two or more for 8 hours
 - ii. Operate any of the following heavy equipment: backhoe, bobcat, gang mower, grader, compacting roller, street sweeper and asphalt zipper
 - iii. Work on special project or provide relief for extra heavy workload not to exceed one pay period
 - iv. Assigned to Lead Operator of City's CCTV
- b. Approval of Director or designee for up to two weeks
- c. Approval of City Manager after two weeks

16. Policies and Procedures - MOU Section: Article 25

(TA: Attachment 16)

- a. Personnel Board changed to Council Policy Development & Internal Operations Committee to reflect current practices.

17. Standby Pay in Public Works - MOU Section: Article 7.5

(TA: Attachment 17)

- a. Public works shall be paid as follows:
 - i. Weekday nights at 35 dollars for each night assigned
 - ii. Saturdays, Sundays or observed holidays at 45 dollars each day assigned

18. Standby Pay in the Police Department - MOU Section: Article 7.5

(TA: Attachment 18)

- a. Police Department members assigned to standby shall receive \$20 per night assigned

19. Night Shift Premium Pay - MOU Section: Article 9

(TA: Attachment 19)

- a. Effective first full pay period following Council approval, Dispatcher II, Lead Dispatcher and Forensic Specialist II paid 1.80 per hour
- b. Effective first full pay period following Council approval, all other classifications paid 1.60 per hour

20. Graveyard Pay - MOU Section: 9.6.1

(TA: Attachment 20)

- a. In addition to applicable night shift pay, any employee working a shift designated as "Graveyard" will also be an addition of \$.20 per hour. Graveyard defined as hours between 9:00 PM and 7:00 AM

21. Court Call Back - MOU Section: 7.7

(TA: Attachment 21)

- a. Court appearances related to official duties are also subject to 2-hour minimum
- b. Court appearance scheduled for employee's time off, if cancelled less than 6 hours' notice, employee paid 2 hours at overtime
 - iii. Personal contact or message left on employee's department voice mail is considered adequate notice

22. Holidays for Police Department - MOU Section: 10

(TA: Attachment 22)

- a. For Police Department employees, holidays are on the actual date of the recognized holiday for police employee's, not the day of City observance

23. Employment, Advancement & Retention - MOU Section: Article 12

(TA: Attachment 23)

- a. Local 1 changed to Teamsters Local 856

24. Bulletin Board - MOU Section: 3.3 (new)

(TA: Attachment 24)

- a. Human Resources to work with departments to address lack of bulletin board where none exist

25. Uniform and Work Clothes - MOU Section: Article 22

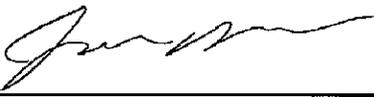
(TA: Attachment 25)

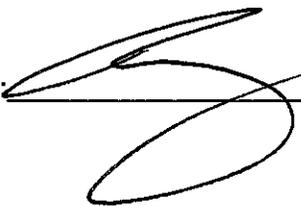
- a. Allowance paid in the first full pay period in July
- b. Code Enforcement Officer added to CSO and CST language and increased to 750 annually
- c. Public works work pants paid 240 in first full pay period of July

26. Definitions - MOU Section: Appendix A

(TA: Attachment 26)

- a. Various Municipal Code and policy references updated

For the City:  _____

For the Union:  _____ 5/25/16



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 20, 2016

Union Proposal 2: City Counter Proposal 6

MOU Section: Article 7 - PAY

Language:

7.2 Changes to the Pay Ranges

Effective the first full pay period in July 2016, 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 in in July 2016, 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:

Union:



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 20, 2016

City Proposal 13 – Revised to increase level of Retirement Health Contributions

MOU Section: Article 21 BENEFIT PLANS

Following language entirely replaces sections 21.1.1 to 21.1.5 and adds section 21.1.6:

21.1 Group Medical Coverage

21.1.1 Active Employees

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

21.1.1.2 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 |

21.1.1.3 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.

21.1.2 Flexible Spending Account (IRC Section 125)

- 21.1.2.1 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.
- 21.1.2.2 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.
- 21.1.2.3 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 21.1.1. 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.]

- 21.1.2.4 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:

- \$639.51 per month for employees participating in the cash-in-lieu of health benefits program as of January 1, 2017.
- \$200 per month for all employees who opt out of health insurance on or after after January 1, 2017.
- 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 1st of the following year.

- 21.1.2.5 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

21.1.3 Retiree Medical Insurance

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

| Plan Type – Basic Plan (Pre-Medicare) | |
|---|----------------------------------|
| Level of Coverage | City Monthly Contribution |
| Single Party Only | \$671.82 |
| Two-Party | \$1,343.65 |
| Family | \$1,746.74 |
| | |
| Plan Type – Supplemental Medicare Plan Type (Retiree and dependent(s) are all Medicare eligible) | |
| Level of Coverage | City Monthly Contribution |
| Medicare Retiree Only | \$287.52 |
| Medicare Retiree+1 Medicare Dependent | \$575.04 |
| Medicare Retiree+2 or more Medicare Dependents | \$862.56 |
| | |

| Plan Type – Combination Plan Type Option 1 (Retiree is Medicare eligible, but dependent(s) are not) | |
|--|----------------------------------|
| Level of Coverage | City Monthly Contribution |
| 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 |
| Plan Type – Combination Plan Type Option 2 (Retiree is not Medicare eligible, but one or more dependent(s) are) | |
| Level of Coverage | City Monthly Contribution |
| 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 the applicable level of Kaiser coverage.

21.1.3.2 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 21.1.3.1. 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 21.1.3.1.

21.1.4 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 21.1.3.1.

21.1.5 The City agrees to provide employee and dependent coverage as determined in 21.1.1 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.

21.1.6 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: 
Union: 



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 17, 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 date of the agreement) than the amount tentatively agreed to for current active employees (i.e., employees hired prior to the effective date of the Teamsters agreement) represented by Teamsters, the parties will reopen and the City will offer the same contribution to Teamsters. This agreement shall not be precedential.

City:

Union:



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 17, 2016

SIDE LETTER

Wage Study Proposal

Language:

The parties agree that they will meet six (6) months prior to the expiration of the agreement to discuss classifications and agencies to be surveyed.

City:

Union:



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 17, 2016

City Proposal 3

MOU Section: ARTICLE 11 - VACATIONS

Language:

11.1 Vacation accrual shall be at the rates indicated below. The appropriate accrual for vacation shall be credited at the end of each full biweekly pay period during which an employee receives 56 hours straight-time pay. No vacation credit shall accrue to an eligible employee who receives less than 56 hours straight-time pay for the bi-weekly pay period. Such straight-time pay may consist of pay for regular hours worked; or pay for approved vacation, sick leave, or compensatory time off; holiday observed by the City, ~~three (3) hours off on Good Friday~~, jury duty; or pay for Military Leave. Overtime hours worked, or any authorized leave of absence with pay other than those identified above shall not apply toward the accrual of vacation.

11.4 The maximum vacation balance available for an employee at any one time shall be two times the amount of the employee's ~~current vacation accrual rate~~ ~~vacation accrual for the previous anniversary year~~ ~~plus the amount of the vacation accrual for the current anniversary year~~. However, upon approval of a Department Head, up to 40 additional days of vacation may be accumulated for a period not to exceed one anniversary year.

11.8 Cash Payment in Lieu of Vacation Time off. 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 last payday occurring in April 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.

~~Cash Payment in Lieu of Vacation Time off. Upon request of the Department Head and with the approval of the City Manager, in order to meet unusual or emergency conditions, an employee may be paid the straight-time daily equivalent in lieu of vacation time off. Such payment shall be for no more than forty hours in any one calendar year except upon appeal to and approval of the Personnel Board.~~

11.8.1 no change

11.8.2 no change

City:

Union:

Handwritten signatures in black ink over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized, possibly illegible cursive name.



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 17, 2016

SIDE LETTER

Job Title Changes

Language:

The parties agree that Administrative Clerk I, II, and III currently assigned in the Police Records Management Division will be retitled as follows:

- Administrative Clerk I to Police Records Clerk I
- Administrative Clerk II to Police Records Clerk II
- Administrative Clerk III to Police Records Clerk III

With the exception of these title changes, all other elements of the classifications shall remain the same including, but not limited to, job duties, minimum requirements, and salary levels.

City: _____

Union: _____



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 8

MOU Section: ARTICLE 21 – BENEFITS PLANS – A portion of the City's proposals for this Article will be presented as part of the economic proposals.

Language:

...

21.3 Dental

21.3.1 The City will maintain current plan for the term of the contract and pay total premium cost for employee and dependents.

~~21.3.2 The dental plan shall include orthodontic coverage for the employee, eligible spouse and dependent children under the age of 19 years. Such orthodontic coverage shall be on a 50%-50% copayment basis with a limit of \$2,000 cost to the City for the lifetime of the covered person.~~

~~21.3.3 The dental coverage shall provide that if an eligible person selects a more expensive plan of treatment than is customarily provided, or specialized techniques rather than standard procedures, the dental claims administrator will pay the remainder of the dentist's fee. For example, a crown where a filling would restore a tooth, a gold crown where one constructed of semi-precious materials would restore the tooth, or a precision denture where a standard denture would suffice. Thus, the use of gold for crowns and jackets may be considered an optional benefit whenever the patient and dentist elect to use gold when other materials generally accepted by the dental profession will adequately restore the tooth; the additional cost, if any, would be the responsibility of the patient. The application of this provision shall be contingent upon agreement of all Certified Employee Organizations.~~

~~21.3.4 Minor changes in the dental plan that may be stipulated by the dental claims administrator as mandatory may be incorporated into the described health insurance program without contradicting the concept of the "present level of coverage".~~

~~21.3.5 The Union has the option of enhancing the dental plan provided hereby deducting the cost of such enhancement from the salary increase provided at Section 7.2 above.~~

21.4 No change.

21.5 Life Insurance

Death Benefit. The death benefit shall be the amount of an employee's Accumulated retirement contributions and the amount of insurance payable under the Group Term Life Insurance Policy.

City: Dan Julewicz 6/10/15

Union: [Signature] 6/10/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 6

MOU Section: ARTICLE 16 – JURY DUTY

Language:

16.5 The employee shall submit a ~~“Leave Authorization” form for the time required for Jury Duty~~ Certificate of Jury Service to the Payroll office upon returning to work.

City: Don Tule 6/10/15
Union: [Signature] 6/10/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

June 17, 2015

Union Proposal 15: City Counter Proposal 1

MOU Section: NEW – OT in Police Records Bureau

Language:

The Police Department shall post planned overtime in the Police Records Bureau in a conspicuous location that is accessible to all employees who work in the Police Records Bureau within the applicable work group. Overtime shall be first offered to these employees who retain jurisdiction over the work the Administrative Clerks in the Police Records Bureau, before being offered to other classifications within the bargaining unit or any other unit.

(email is acceptable)
Ben
or

City: *Don Tule* *1/21/16*
Union: *[Signature]* *1/21/16*



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 30, 2015

Union Proposal 3: City Counter Proposal 1

MOU SECTION: 24.4 Personnel Files

Language:

SECTION 24.4

24.4 Information of a derogatory nature shall not be entered into the employee's official personnel file until the employee is given notice and an opportunity to review and comment thereon. All derogatory material other than employee performance evaluations shall be removed from the employee's file upon the employee's request after remaining in the file for a period of ~~five (5)~~ three (3) years, so long as no other similar instances have occurred. Such material shall be sealed and retained in a confidential folder and may only be used in conjunction with disciplinary action regarding the employee. An employee shall be notified within 15 working days if such sealed folder is opened.

City: Don Julewicz 1/21/16
Union: [Signature] 1/21/16



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 10

MOU Section: ARTICLE 23 – REIMBURSEMENT

Language:

23.3 Travel

23.3.2 The governing factor in authorizing attendance at these functions is the benefit to accrue skills and knowledge for to the City as a result of such attendance in relation to the overall expense to the City. All employees will obtain approval of their Department Head and the City Manager prior to incurring City reimbursable expenses when business or function will require them to be away from work for the full day or more, or require overnight absences.

City: Don Julio 6/10/15
Union: [Signature] 6/10/15



(Extra copy)
On July TA 4/16/15
[Signature] 1159
City Council

City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

City Proposal 1

MOU Section: ARTICLE 3 – AGENCY SHOP/DUES DEDUCTION

Language:

3.1.2 Any employee hired by the City subject to this MOU shall be provided with a notice advising that the City has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to Payroll. If the form is not completed properly and returned within five working days, the City Finance Department shall commence and continue a payroll deduction of service fees from the regular pay checks of such employee. The effective date of Union dues, service fee deductions, or charitable contributions, for such employees shall be the beginning of the first pay period of employment, except that the initiation fees shall be deducted in two-eight (8) installments in successive pay periods, beginning with the first pay period.

3.1.5 During new employee orientation, the City shall distribute Union prepared information describing Local 1 Teamsters Local 856 and the benefits of membership to employees who are members of their Bargaining Units.



**Teamsters Local Union No. 856
City of Concord ATC & FO Joint Proposal**

Attachment 13

Union Proposal 4

MOU SECTION: Section 17.4 Notice to Employees

Intent: Modify 17.4 to include notice to the Union

LANGUAGE:

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, with a copy sent to the Union, a "Notice of Intent to Take Disciplinary Action". Such notice shall contain:

TA 4/30/15
Am Jule



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 5

MOU Section: ARTICLE 14 – LEAVES OF ABSENCE

Language:

14.1 Sick Leave

Employees will accrue sick leave the rate of 3.692 hours credited at the end of each full bi-weekly pay period during which such an employee receives at least 56 hours of straight-time pay. No sick leave credit shall accrue to an employee who receives less than 56 hours straight-time pay for the bi-weekly pay period. Such straight-time pay may consist of pay for regular hours worked, pay for approved vacation, sick leave, compensatory time off, an observed holiday, ~~the 3 hours off with pay on Good Friday,~~ jury duty, and/or City pay for military leave. Overtime hours worked and/or any authorized leave of absence with pay shall not apply toward the accrual of sick leave. Sick leave may be accumulated without limit.

City:

Don Julio 6-10-15

Union:

[Signature] 6/10/15



Teamsters Local Union No. 856 City of Concord ATC & FO Joint Proposal

Union Proposal 20

MOU SECTION: 7.4 Pay for Higher Class Work 9.3 PAY DIFFERENTIALS 

Intent: Implement acting pay for public works employees

LANGUAGE:

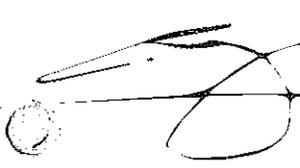
Except as otherwise provided in the agreement, work out of class shall be in accordance with the following:

Maintenance Worker I and Maintenance Worker II who perform any of the following:

- Lead a crew of two or more for an eight hour shift;
- Operate the following heavy equipment: backhoe, bobcat, gang mower, grader, compacting roller; street sweeper and asphalt zipper;
- Work on a special project or provide relief for an extra heavy workload for a period of time not to exceed on pay period;
- Be assigned to the role of Lead Operator to operate the City's CCTV

The 5% differential will be paid for only the actual hours performing the duties. All assignments will be in writing and approved by the Public Works Directors on a form designated specifically for Pay Differentials. Approval for differential pay assignments is granted by the Public Works Director or designee for a period up to two weeks. Any assignment exceeding that time period will require approval of the City Manager.

Don Seal 1/21/16

 1/21/16



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 11

MOU Section: ARTICLE 25 – POLICIES AND PROCEDURES

Language:

Prior to consideration by the ~~Personnel Board~~ Policy Development & Internal Operations Committee, the City agrees to provide twenty (20) working days notice of any proposed modification, amendment, or consideration of any new Policy or Procedure Statement affecting personnel covered by this MOU. With mutual consent of the parties, this 20-day notice may be waived.

City: Don Julio 1/21/16
Union: [Signature] 1/21/16



City of Concord and Teamsters Local Union 856 – Contract Negotiations

September 11, 2015

Union Proposal 13: City Counter Proposal #3

MOU Section: ARTICLE 7.5

Language:

7.5.1 Employees in Public Works assigned to Standby duty on Saturdays, Sundays or observed holidays shall be paid Forty Five Dollars (\$45.00) ~~Twenty-six Dollars and Twenty-five Cents (\$26.25)~~ for each day so assigned. Such Standby duty shall be for a continuous 24-hour period starting at the time the employee is regularly scheduled to report to work during the work week or the time designated when assigned to Standby duty.

7.5.2 Employees in Public Works assigned to Standby duty on weekday nights shall be paid Thirty Five Dollars (\$35.00) ~~Ten Dollars (\$10.00)~~ for each night assigned to each duty. A night of such duty shall start at the close of the employee's regular workday and last until the time the employee is normally scheduled to report for work on a regular workday.

City: Don Julew 9/11/15
Union: [Signature] 9/11/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

July 8, 2015

Union Proposal 13: City Counter Proposal 2

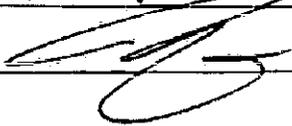
MOU Section: 7.5 Standby Pay

Language:

7.5.2 Employees assigned to Standby duty on weekday nights shall be paid ~~for~~ Twenty Dollars (\$20.00) for each night assigned to such duty. A night of such duty shall start at the close of the employee's regular workday and last until the time the employee is normally scheduled to report for work on a regular workday.

7.5.3 Any employee working in the Police Department who is assigned to Standby duty shall receive Twenty Dollars (\$20.00) for each night they are assigned to standby duty.

... Other paragraphs in this MOU section to be renumbered.

City:  8/3/15
Union:  8/3/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

August 3, 2015

City Proposal #2 – Revised based on Teamsters verbal counterproposal on June 10, 2015

MOU Section: ARTICLE 9 – PAY PREMIUM

Language:

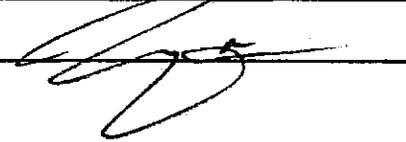
9.6 Night Shift Premium Pay

9.6.1 A night shift premium shall be paid to employees who are assigned to perform work on a regularly scheduled night shift, subject to the following:

For the Dispatcher II, Lead Dispatcher and Forensic Specialist II, the premium pay shall be \$1.80 per hour.

For all other classifications, the premium pay shall be \$1.60 per hour.

City:  8/3/15

Union:  8/3/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

June 17, 2015

Union Proposal 10: City Counter Proposal 2

MOU Section: 9.6.1

Language:

A night shift is defined as a regularly scheduled work period in which one-half or more of the scheduled hours for that shift occur between the hours of 4:00 p.m. and 8:00 a.m.

In addition to the applicable night shift pay, any employee working a shift designated as "Graveyard" will also be paid an addition of \$.40-20 per hour. The Graveyard shift is defined as any hours worked between 9:00 PM and 7:00 AM.

9.6.1 A night shift premium shall be paid to employees who are assigned to perform work on a regularly scheduled night shift, subject to the following:

For Dispatcher II, Lead Dispatcher and Forensic Specialist II, the premium pay shall be as follows:

Effective first full pay period in July, 2015,
or the first full pay period following Council approval
(whichever is later) \$1.80 per hour

For all other classifications, the premium pay shall be as follows ~~(Eff. 7-9-02)~~:

Effective first full pay period in July, 2015,
or the first full pay period following Council approval
(whichever is later) \$1.60 per hour

City: Don Julio 6/17/15

Union: [Signature] 6/17/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

June 17, 2015

Union Proposal 14: City Counter Proposal 2

MOU Section: 7.7 Call Back

Language:

7.7 Call Back and Court Appearances

Employees called back to work after the conclusion of their regular workday or called into work on their scheduled day off, including scheduled off observed holidays, shall be paid a minimum of two (2) hours at overtime rates or the equivalent compensatory time off. Court Appearances related to an employee's official duties are also subject to the same minimum compensation.

Call Back includes (1) an employee's return to work upon the City's request after the conclusion of the employee's normal work shift, provided that more than one hour has elapsed between the end of the normal work shift and the subsequent requested reporting time; (2) employees called into work on their regular scheduled day off, including scheduled off observed holidays. Call Back does not include scheduled requests that an employee report to work prior to the commencement of the employee's regular work shift.

7.7.1 When a court appearance, which has been scheduled to occur on the employee's time off, is cancelled and less than six (6) hours' notice of the cancellation is given, the employee shall be paid two (2) hours at the employee's applicable overtime rate.

Personal contact or a message left on the employee's department voice mail is considered adequate notice.

City: Don Jones 6/1/15
Union: [Signature] 6/1/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

May 20, 2015

Union Proposal 17: City Counter Proposal 1

MOU Section: ~~10.1~~ 10.10. Holidays

Language:

New paragraph:

10.9 Police Department employees may be designated by the Chief of Police to work all holidays which fall on their normal work schedule. If the employee is so designated, for purposes of this section only, holidays are the actual date of the recognized holiday and not the day these holidays are observed by the City.

Remaining paragraphs in this MOU Section to be renumbered.

City: Am Judo
Union: [Signature] 7/8/15

TA 4/16/15 1159
Rudy
Garcia
Am Jwb



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

City Proposal 4

MOU Section: ARTICLE 12 – EMPLOYMENT, ADVANCEMENT & RETENTION

Language:

12.3 Lay-off and Re-employment

...

12.3.2.1 Limited service employees, in a classification covered in the Administrative, Technical & Clerical or Field & Operations bargaining units represented by ~~Local One~~ Teamsters Local 856, will be released before an employee in the same classification with provisional, probationary or permanent status.



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 30, 2015

Union Proposal 7: City Counter Proposal 1

MOU Section: 3.3 (New)

Language:

3.3 Bulletin Board

Any material to be posted by the Union shall be posted on a designated bulletin board provided by the City, in each department where bargaining unit members are assigned. The Union shall notify the Human Resources Director of any departments where no bulletin board exists and the Human Resources Director shall work with the department to address the lack of a bulletin board.

City:

Don Tuleo 6/10/15

Union:

[Signature] 6/10/15



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

October 5, 2015

Union Proposal 9: City Counter Proposal 3

MOU Section: ARTICLE 22 – UNIFORMS AND WORK CLOTHES

Language:

22.3 The City shall provide to employees assigned to the Building Inspector and Construction Inspector classes an annual clothing allowance of \$350. Such allowance shall be paid in the ~~month of June~~ first full pay period of July. The purpose of this allowance is for the purchase of a uniform as designated by the Director of Community and Economic Development. The wearing and use of such uniform shall conform to the Uniform Policy set by the Director of Community and Economic Development.

~~22.4~~ The City shall provide to employees assigned to the Code Enforcement Officer classification an annual clothing allowance of \$350. Such allowance shall be paid in the month of June. The purpose of this allowance is for the purchase of a uniform as designated by the Chief of Police. The wearing and use of such uniform shall conform to the Uniform Policy set by the Chief of Police.

~~22.45~~ The City shall provide to employees assigned to the Community Service Officer, Code Enforcement Officer and Crime Scene Technician classes an annual clothing allowance of ~~\$650~~750. Such allowance shall be paid in the ~~month of June~~ first full pay period of July. The purpose of this allowance is for the purchase of a uniform as designated by the Chief of Police. The wearing and use of such uniform shall conform to the Uniform Policy set by the Chief of Police.

~~22.5~~ The City shall provide to employees assigned to the Police Dispatcher I, Police Dispatcher II, and Lead Dispatcher classes an annual clothing allowance of ~~\$250~~125. Such allowance shall be paid in the first full pay period of July. The purpose of this allowance is for the purchase of a uniform polo shirt or top as designated by the Chief of Police. The wearing and use of such uniform clothing shall conform to the Uniform Policy set by the Chief of Police.

22.6 Work Pants. Employees covered by the Public Works Department Uniform Policy (Attachment G) shall receive an annual clothing allowance for work pants in the amount of \$240. Such allowance shall be paid in the first full pay period of July. The purpose of this allowance is stated in the Public Works Department Uniform Policy.

...
No other changes proposed changes to this Article at this time.

In consideration of agreement to this proposal, ^{on Turko} Dispatchers will receive two payments of \$250-125 in the first year of this MOU!

City: On Turko 1/21/16

Union: [Signature] 1/21/16
[Signature]



City of Concord and Teamsters Local Union No. 856 – Contract Negotiations

April 16, 2015

City Proposal 12

MOU Section: APPENDIX A – DEFINITIONS

Language:

3. "Appointing Authority" or "Appointing Power" means the Heads of Departments and any other person or group of persons so designated in Section ~~11307~~ 2.40.140 of the ~~Personnel Ordinance~~ Municipal Code as having the power by law or ordinance to make an appointment to any position in a specified department of the City of Concord.

4. "Appointive Position" means a position in the Exempt Service so designated by Section ~~1130~~ 2.40.110 of the ~~Personnel Ordinance~~ Municipal Code to which a person may be assigned.

6. "Board" means the Personnel Board appointed by the City Council in accordance with Section ~~2411-2414~~ 2.20.310-2.20.340 of the Municipal Code.

31. "Exempt Service" means those offices and positions in classes specified in Section ~~11304~~ 2.40.110 of the ~~Personnel Ordinance~~ Municipal Code.

32. "Grievance" (defined in Section ~~12A-18.1~~ of this Memorandum of Understanding.

42. "Promotional Examination" means a competitive examination for a particular class which is only available to current employees who meet the qualifications for the class and who have a permanent appointment with the City or are otherwise permitted to take such an examination by Section ~~11304(b)~~ 2.40.110(b) of the ~~Personnel Ordinance~~ Municipal Code or by Section ~~7.33~~ 2.49 of the ~~Personnel Rules~~ Policy and Procedure 37.0.

43. "Provisional Appointment" means an appointment of a person who possess the qualifications established for a particular class and who has been appointed to a regular position in that class in the absence of available eligibles, or who has been assigned under the provisions of Section ~~21-D~~ 7.42.40.140(d) of the Municipal Code or by Section 2.50 of Policy and Procedure No. 37.0.

51. "Special Provision" means those positions in the Exempt service so designated by Section ~~11304(a)(3)~~ 2.40.110(a)(3) of the ~~Personnel Ordinance~~ Municipal Code to which a person may be assigned.

City Proposal 12

MOU Section: APPENDIX A – DEFINITIONS

City: Tom Jule 6/10/15
Union: [Signature] 6/10/15

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

A Resolution Approving the May 24, 2016, Tentative Agreement Authorizing the City Manager to Prepare and Execute a Successor Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 Representing the Employees in Administrative, Clerical & Technical and Field & Operations Units for the Period of July 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. 16-4735.3

WHEREAS, the Memorandum of Understanding between the City of Concord and the International Brotherhood of Teamsters Local Union No. 856 (“Teamsters”) representing employees in the Administrative, Clerical & Technical and Field & Operations Units expired on June 30, 2015; and

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

WHEREAS, the membership of the Administrative, Clerical & Technical Unit and the members of the Field & Operations Unit ratified the attached agreement on June 2, 2016; and

WHEREAS, a budget appropriation for FY 2016-17 in the amount of \$ 690,000 is necessary to cover a portion of the costs of the initial implementation of the contract.

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 2017-18 and FY 2018-19 will be incorporated into the City’s next two-year biennial budget.

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

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**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 the Teamsters, representing the Administrative, Clerical & Technical Unit and the Field & Operations Unit to include the attached May 24, 2016 tentative agreement.

Section 2. Directs staff to prepare a written successor Memorandum of Understanding between the City of Concord and the Teamsters representing the Administrative, Clerical & Technical Unit and the Field & Operations Unit incorporating the agreed-upon changes as reflected in the June 28, 2016 staff report and the May 24, 2016 tentative agreement, and such further technical and clarifying changes as may be approved by Teamsters representatives and the City Manager.

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

Section 4. Authorizes a budget appropriation and expenditure for FY 2016-17 in the amount of \$690,000 to cover a portion of the costs of the initial implementation, and further authorizes funding for FY 2017-18 and FY 2018-19 to be incorporated into the City’s next two-year biennial budget.

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

PASSED AND ADOPTED by the City Council of the City of Concord on June 28, 2016, by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

//

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1 **I HEREBY CERTIFY** that the foregoing Resolution No. 16-4735.3 was duly and regularly
2 adopted at a regular meeting of the City Council of the City of Concord on June 28, 2016.

3
4
5 _____
6 Joelle Fockler, MMC
7 City Clerk

8
9 **APPROVED AS TO FORM:**

10 _____
11 Susanne Meyer Brown
12 City Attorney
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