



Stronger Together

Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES
ORGANIZED 1941

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October 10, 2016

County of Contra Costa
c/o Bruce Heid, Chief Negotiator
IEDA
2200 Powell Street
Suite 1000
Emeryville, CA 94608
[bheid@ieda.com]
Via electronic mail and USPS

Dear Mr. Heid,

In light of the County's unwavering position that it will not entertain any proposals which have any impact, real or imagined, to the County, it is clear that further discussions with County representatives will be futile. As such, Local 1 declares impasse.

Attached hereto is the Union's Last Best and Final Offer. The Union proposes that the parties proceed to mediation, in accordance with § 34-16.004 of County Ordinance 81-77 on Employer-Employee Relations, through the California State Mediation and Conciliatory Services. Please provide your position on mediation.

Sincerely,

Michael J. Davis

Public Employees Union Local 1

To

Contra Costa County

Last Best and Final Offer

October 10, 2016

1. Wages (County proposals 3 and 4):

Effective August 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%);

Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%);

Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased five percent (5%).

Add: Effective July 1, 2016, employees at fifteen (15) years of County service shall receive an additional two and one-half percent (2.5%) longevity pay differential.

2. Health Care (County proposals 5 and 6):

County will provide the following premium subsidy amounts to all employees regularly scheduled to work more than twenty (20) hours per week:

Plan	Employee	Employee & 1	Employee & 2 or more
Contra Costa Health Plan Basic Plan A	\$560.81	\$1,110.30	\$1,737.63
Contra Costa Health Plan Basic Plan B	\$582.95	\$1,135.71	\$1,837.62
Kaiser Permanente Basic Plan A	90% of Premium	90% of Premium	90% of Premium
Kaiser Permanente Basic Plan B	\$445.04	\$803.96	\$632.18
Kaiser Permanente High Deductible	\$447.04	\$916.14	\$1,374.21
Health Net HMO Basic Plan A	\$711.41	\$1,215.47	\$2,406.29
Health Net HMO Basic Plan B	\$691.26	\$1,338.70	\$2,148.51
Health Net CA & Nat'l PPO Basic Plan A	\$762.70	\$1,181.55	\$2,244.28
Health Net CA & Nat'l PPO Basic Plan B	\$746.93	\$1,206.98	\$2,717.73

Delta Dental County Subsidies in the amount provided to the coalition of AFSCME Locals 2700, 512, IHSS, IFPTE Local 21, PDOCC, PPOACC, SEIU Local 1021, Unrepresented Management and WCE.

3. Shop Stewards/Official Representatives (County proposals 8 and 9)

The Union firmly rejects County's proposals. Union shall be entitled to 500 hours of released time for training purposes annually.

4. Overtime (County proposal 10, Union Proposal 7)

For purposes of overtime eligibility calculation, "Hours worked" includes the utilization of compensatory time and any time spent formally meeting and conferring with the County.

5. Layoff – Reemployment List Duration (County proposals 12 and 13)

Union firmly rejects County's proposal to reduce layoff reemployment eligibility from four years to two years.

6. Sick Leave/Workers Compensation (County proposals 16 and 17)

Union firmly rejects County's proposals

7. Project Positions

- Effective January 1, 2017, all classifications designated as "Project" positions in bargaining units covered by this Agreement shall be converted to "Permanent" positions;
- Every incumbent to the positions so converted who are employed at the time this Agreement is adopted shall be included in and subject to the Merit System. Any requirement for competitive examination shall be waived and the employees shall be directly appointed as permanent employees;
- Seniority credits and all accrued benefits or credits earned while employed as a Project employee in the Animal Services/Agriculture Weights & Measures Department and Community Service Bureau bargaining units shall be credited to the employee in the Merit System. Seniority shall be calculated from the earliest date of employment in any County department;
- Employees designated as "-Project" prior to the effective date of this Article shall have all rights and benefits of a permanent employee in the merit system in that classification as if the employee began County service as a permanent Merit System employee;
- County agrees to amend the Personnel Management Regulations to include a "Former Project Employee" credit for open examinations. All Project employees employed as of the effective date of the agreement shall qualify, as well as any former Project employee whose employment was voluntarily terminated. The Former Project Employee Credit shall be equal to five percent of the total credits earned in any open examination, which shall be added to the examinees' final score;
- County agrees to amend the FY2016-17 budget and future budgets as necessary to comply with this section and shall meet and confer with the Union to present the necessary changes;

- County agrees to amend the Personnel Management Regulations as needed to comply with this section and shall meet and confer with the Union prior to enacting any amendments;
- Attachment C to the Memorandum of Understanding titled, “Project Employees” shall be deemed void and removed from the Memorandum of Understanding upon adoption of this Agreement. All “-Project” designations shall be removed from the Memorandum of Understanding and titles of all affected job classifications.

8. Temporary Employees

Temporary Employees regularly scheduled to work over twenty hours per week are eligible for healthcare under Section 19 of the General Memorandum of Understanding and Section 26 of the Site Supervisor Memorandum of Understanding. Temporary Employees who are scheduled to work over 1600 hours in any year shall be converted to permanent employees upon working 1600 hours in any year.

9. Section 46 (County Proposal 40):

Union rejects County’s proposal to eliminate healthcare eligibility for permanent-intermittent employees.

10. CSB Section 6

Administrative Hours:CSB Site Supervisors will be credited with (80) hours of paid administrative leave per year. This time is non-accruable and all balances will be zeroed out on December 31st of each year.

9/80 work schedules shall be made available to Site Supervisors.

11. Unit Items

- § 58.1(A)(3) – add Lead Pest Detection Specialist to holiday pay eligibility;
- § 58.2(F) - Contiguous Shifts. At the County's request, if an employee in this unit works (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.
- § 58.2(H) - The Public Works Department agrees to meet and confer with the Union before contracting out work presently and historically performed by Building Trades Unit employees and shall not combine work or projects to create value amounts greater than the Force Account Limits/Public Bidding Threshold.
- § 58.4(B) - The Investigative Unit shall utilize flexible scheduling to allow for start times between 7:00 and 7:30 AM.
- § 58.4(C) - The following classifications shall receive Hazard Pay in the amount of 5% of salary: Collection Enforcement Officer I, Collection Enforcement Officer II, Tax Compliance Officer, Tax Compliance Officer-Advanced.
- § 58.5(K) - The Library shall adequately staff all branch and outlet locations. To greater promote the safety of Library staff and patrons and ensure an adequate

minimum level of staffing, no branch location shall open if less than three permanent employees are scheduled to work.

- § 58.5(L) – Reject County’s striking of Saturday shift language. Reject County’s striking of shift trade language.

Add: The Library Department shall not place any employee on public desk duty for more than fifty percent (50%) of the employee’s regularly scheduled weekly hours.

- § 58.5(L) – Union Rejects County’s proposed change to remove paragraph two (Saturday shifts) and “temporary” shift trades.
- §58.5(U) – Reject County’s proposal to increase hour and Sunday availability for PIs.

Add: Permanent-Intermittent employees will receive a five percent (5%) differential on all hours paid, in addition to any differentials enumerated in this Memorandum of Understanding.

- § 58.5(V) – Reject County’s striking of staggered shift language.