

SETTLEMENT AGREEMENT

1. PARTIES. Effective upon approval by the Board of Supervisors, this Settlement Agreement (hereinafter "Agreement") is made by and between Professional and Technical Engineers IFPTE, Local 21 (hereinafter "UNION") and the County of Contra Costa (hereinafter "COUNTY").

2. SUBJECT. This Agreement is a settlement of all existing and possible differences between the parties concerning Grievance #015-11, filed by UNION on April 17, 2011, regarding COUNTY's determination that employees known as "Temporary Employees" or "Temps, were not included within the bargaining units represented by UNION. A copy of the grievance is attached hereto as Exhibit A.

3. NO ADMISSION. This Agreement is a compromise of the differences between the parties concerning the matters set forth in paragraph 2. Subject, above, and it is not and shall never be considered to be an admission of any fault, error, wrongdoing, or liability by COUNTY.

4. NO PRECEDENT. This Agreement is not to be considered precedent setting in any other forum or matter, including, but not limited to, any grievance, appeal, or lawsuit. The terms of this Agreement are unique to this matter and are not to be considered precedent-setting or admissible in any other grievance, charge, complaint, claim, or litigation.

5. COUNTY's OBLIGATIONS.

COUNTY agrees that UNION is the formally recognized employee organization for temporary employees who are employed by Contra Costa County in those classifications that are represented by Professional and Technical Engineers IFPTE, Local 21. However, for those temporary employees who are retired from Contra Costa County service (hereinafter "retiree temps"), the subjects of health benefits, dental benefits, and retirement benefits are excluded from the scope of representation, notwithstanding Government Code section 3504.

6. UNION's OBLIGATIONS. In consideration for the above, UNION agrees to the following:

A. UNION understands and agrees that for retiree temps, only, the subjects of health benefits, dental benefits, and retirement benefits are excluded from the scope of representation, notwithstanding Government Code section 3504.


B. UNION hereby withdraws the grievance set forth in paragraph 2. SUBJECT, above, and agrees not to file any grievance, claim, complaint, or lawsuit against COUNTY on any subject matter now existing or hereafter arising from the matters set forth in paragraph 2. SUBJECT, above.

7. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement. Facsimile signatures or scanned copies of signatures are binding and are considered to be original signatures.

8. COSTS. Each party will bear its own costs and attorneys' fees.


UNION

COUNTY


Brady Calma
Business Agent,
IFPTE Local 21


Ted Cwiek
Human Resources Director

Approved as to form
by County Counsel


By: Christina Ro-Connolly
Deputy County Counsel