

**SIDE LETTER BETWEEN  
CONTRA COSTA COUNTY AND TEAMSTERS, LOCAL 856**

This Side Letter is by and between the Teamsters, Local 856 ("Teamsters") and the County of Contra Costa ("County") and is effective following ratification by the Teamsters and approval of the Board of Supervisors.

The County and Teamsters agree to modify Section 5.1 - General Wages, Section 19.7 – Medical Plan Cost-Sharing with Active Employees on and after the first day of the month following approval of this Agreement by the Board of Supervisors, Section 22.3 – Voluntary Reassignment (Bidding) Procedure, Section 51.4 - Duration of Agreement, Section 54.1 – Attendant-LVN-Aide Unit, and add Section 55 – Joint Labor-Management Committee, of the Memorandum of Understanding (MOU) between the County and Teamsters (July 1, 2016 – June 30, 2019) as follows:

- A. Attachment A: Section 5.1 - General Wages,
- B. Attachment B: Section 19.7 – Medical Plan Cost-Sharing with Active Employees on and after the first day of the month following approval of this Agreement by the Board of Supervisors,
- C. Attachment C: Section 22.3 – Voluntary Reassignment (Bidding) Procedure,
- D. Attachment D: Section 51.4 – Duration of Agreement,
- E. Attachment E: Section 54.1 – Attendant-LVN-Aide Unit, and
- F. Attachment F: Section 55 – Joint Labor-Management Committee

The terms of the Side Letter will be incorporated into the next MOU between the County and Teamsters. Except as specifically amended or excluded by the Side Letter, all other terms and conditions of the MOU between the County and Teamsters (July 1, 2016 – June 30, 2019) remain unchanged.

Date: 5-25-18

County of Contra Costa:  
(Signature / Printed Name)

<u>Thurmond L. Driscoll</u>	/	
<u>Jeff Bailey</u>	/	
	/	
	/	
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	/	

Teamsters, Local 856:  
(Signature / Printed Name)

<u>Peter Finn</u>	/	<u>Peter Finn</u>
<u>Richard Andazola</u>	/	<u>Richard Andazola</u>
<u>Corey Holleran</u>	/	<u>Corey Holleran</u>
	/	
	/	
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ATTACHMENT A

TEAMSTERS, LOCAL 856  
SECTION 5.1 – General Wages

5.1 General Wages.

- A.
1. Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).
  2. Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
  3. Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
  4. Effective July 1, 2019, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).
  5. Effective July 1, 2020, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
  6. Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

Date: 5-25-18

County of Contra Costa:  
(Signature / Printed Name)

Timothy L. Discoli  
Jeff Bailey  
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Teamsters, Local 856:  
(Signature / Printed Name)

Peter Finn  
Richard Avila  
Craig Hillman  
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## TEAMSTERS, LOCAL 856

## SECTION 19.7 – Medical, Dental, &amp; Life Insurance

**19.7 Medical Plan Cost-Sharing with Active Employees on and after the first day of the month following approval of this Agreement by the Board of Supervisors.**

- A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue for the remainder of the 2016 plan year.
- B. For the plan year that begins on January 1, 2017: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts for the 2017 plan year plus any additional amounts in accordance with 19.7.C. below:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Teamsters 856 Trust Fund KP Health Plan	\$590.00	\$1,120.00	\$1,561.00
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- C. For the plan year that begins on January 1, 2017, and for the term of this agreement (with the exception of the Teamsters 856 Trust Fund KP Health Plan beginning January 1, 2019, described below), if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.
- D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

## ATTACHMENT B

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Teamsters 856 Trust Fund KP Health Plan (Premiums available as of 01/01/2017)	\$655.00	\$1,245.00	\$1,736.00
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

- E. For the plan year that begins on January 1, 2019, if there is an increase in the monthly premium for the Teamsters 856 Trust Fund KP Health Plan above the monthly premium in effect on January 1, 2018, the County will pay the increase of the monthly premium for the Teamsters 856 Trust Fund KP Health Plan up to ten percent (10%). If the increase in plan premium is greater than ten percent (10%), the active employee will pay the balance of the increase that is above ten percent (10%). The increased share of the monthly medical plan premium paid by the County is in addition to the amounts paid by the County in 19.7.B. and 19.7.C, above, for medical plans.
- F. For the plan year that begins on January 1, 2020, and for the term of this agreement, if there is an increase in the monthly premium charged for the Teamsters 856 Trust Fund KP Health Plan, including any plan premium penalty, the County and the active employee will each pay fifty percent (50%) of the monthly increase above the plan premium amounts that are described in 19.7.E, above. The fifty percent (50%) share of the monthly premium increase paid by the County for the Teamsters 856 Trust Fund KP Health Plan is in addition to the amounts paid by the County in 19.7.E., above.

Date: 5-25-18

County of Contra Costa:  
(Signature / Printed Name)

Daniel L. Driscoll

Jeff Bailey

Teamsters, Local 856:  
(Signature / Printed Name)

Peter Finn

Richard Avila

Corey Flanagan



TEAMSTERS, LOCAL 856  
SECTION 22.3 – Voluntary Reassignment**22.3 Voluntary Reassignment (Bidding) Procedure.**

Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment and to per diem and temporary employees in the particular circumstances authorized in this Section. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

- A. Responsibility. Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.
- B. Vacancy Notices Posted. Vacant position notices for positions which are to be filled shall be posted for seven (7) calendar days. The notice shall specify job characteristics including the specific hours and days of work, noting that the hours and days of work are subject to change as provided for by the MOU, and shall be posted only once. The supervisor may begin interviewing bidders once the posting period for the bid notice closes. If the supervisor receives fewer than three (3) bidders, he or she may fill the position by using the Merit System eligible list or by making internal reassignments. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under paragraph D., following, and who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
- C. All Vacancies Must be Posted. All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for bidding pursuant to this Section 22.3.
- D. Who May Request Reassignment. All permanent full-time, permanent part-time or permanent-intermittent employees may request reassignment to any open permanent position in the same classification or in the same level of a deep classification anywhere else in their Department. When permitted by paragraphs J. and K., below, per diem and temporary employees may also submit a bid for reassignment when a vacancy notice is posted for bidding.
- E. Who May Not Request Reassignment. Employees who are in a temporary status may not bid for reassignment under this procedure, except as authorized in paragraph K., below.
- F. Employee Selection from Permanent Employee Bidders. If three (3) or more permanent employees bid on the position, the position shall be filled from among the three (3) most senior permanent employee bidders. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for permanent employee bidding purposes means the first day the employee works in his/her current classification.



## ATTACHMENT C

If fewer than three (3) permanent employees bid on the position, the supervisor shall be entitled to additional names, up to a total of three (3) as needed, in the following order: 1) Probationary or New Assignment bidders (paragraph I.), then 2) Per diem employee bidders (paragraph J.), then 3) Temporary employee bidders (paragraph K.), and finally 4) Names from the eligible list. If no employees bid, the supervisor may fill the position from an eligible list or otherwise in accordance with the Personnel Management Regulations.

The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

- G. No Old Job Claim. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.
- H. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.
- I. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for fewer than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are fewer than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any permanent employee bidder names referred to the department through the certification process described in paragraph F - Employee Selection from Permanent Bidders, above.
- J. Per Diem Employee Bidding. Beginning September 1, 2018, per diem employees may bid for a vacant position that is open in the same classification and in the same Department in which they currently are working as a per diem if they are also on an eligible list for the classification that is open for bidding. After bidding closes, the per diem employee bids will be considered if there are fewer than three (3) permanent employee bidders (including probationary and new assignment bidders) for the vacant position in the order described in paragraph F., above. When more than one per diem employee bids on a vacant position, the per diem employees will be considered in order of per diem seniority. For purposes of this Section, per diem seniority is determined by the first day a per diem employee works in their current classification.

If a per diem employee is awarded the bid, the employee will not serve a probationary period if the employee has worked more than 1,560 hours in their per diem status in the same classification as the vacant position. If a per diem employee has not served the requisite 1,560 hours, the employee will serve the regular probationary period for new appointments to the classification.

## ATTACHMENT C

- K. Temporary Employee Bidding. Beginning September 1, 2018, temporary employees may bid for a vacant position that is open in the same classification and in the same Department in which they currently are working as a temporary employee if they are also on an eligible list for the classification that is open for bidding. After bidding closes, the temporary employee bids will be considered if there are fewer than (3) permanent employee bidders (including probationary and new assignment bidders) and there are fewer than three (3) per diem employee bidders for the vacant position in the order described in paragraph F., above. When more than one temporary employee bids on a vacant position, the temporary employees will be considered in order of temporary seniority. For purposes of this Section, temporary seniority is determined by the first day a temporary employee works in their current assignment.

If a temporary employee is awarded the bid, the employee will not serve a probationary period if the employee has worked more than 1,560 hours in their temporary assignment in the same classification as the vacant position. If a temporary employee has not served the requisite 1,560 hours, the employee will serve the regular probationary period for new appointments to the classification.

- L. A supervisor may not fill a vacant position from an eligible list or as otherwise set forth in the Personnel Management Regulations until the employee bidding procedures specified in this Section 22.3 have been exhausted.
- M. "Department" as used in this Section means the agency in which an employee currently works, e.g., the Health Services Department, Public Works Department, etc.

Date: 5-25-18

**Contra Costa County:**  
(Signature / Printed Name)

**Teamsters, Local 856:**  
(Signature / Printed Name)

Thurwell, L. Discoll  
Kyle / Jeff Bailey  
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\_\_\_\_\_  
\_\_\_\_\_

flat / Peter Finn  
Anthony / RICHARD ANDAZOLA  
Corey Hillman  
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ATTACHMENT D

TEAMSTERS, LOCAL 856  
SECTION 54.4 – Duration of Agreement

51.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, 2022. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: 5-25-18

County of Contra Costa:  
(Signature / Printed Name)

William L. Driscoll  
[Signature] / Jeff Bailey

Teamsters, Local 856:  
(Signature / Printed Name)

[Signature] / Peter Finn  
[Signature] / Cory Harkin



TEAMSTERS, LOCAL 856  
SECTION 54.1 – Attendant-LVN-Aide Unit

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Changes to this section are effective July 1, 2019:

54.1 Attendant-LVN-Aide Unit.

- A. Each permanent employee working in the Hospital Nursing Service and who qualifies for paid holidays shall not be required to work on at least one (1) of the following holidays each year: Thanksgiving, Christmas, or New Year's Day.
- B. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:00 a.m. and 6:00 p.m.
- C. Shift Differential.
  - 1. Permanent Full-time and Permanent Part-time Employees.
    - a. Permanent full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the twelve percent (12%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is schedule to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
    - b. Permanent full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the fifteen percent (15%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

2. Permanent Intermittent and Temporary Employees.

- a. Permanent Intermittent and temporary employee in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the twelve percent (12%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

- b. Permanent Intermittent and temporary employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the fifteen percent (15%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

- D. Stat Call. A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in this and/or other Teamsters, Local 856 bargaining units are specifically assigned by the administration to respond to emergency stat-calls if said employees do not qualify for other hazard assignment differential. A ten percent (10%) base pay salary differential shall be paid for those shifts in which employees are specifically assigned to respond to emergency stat-calls if said employees qualify for other hazard assignment differential, said ten percent (10%) to be in addition to the hazard pay differential.

It is further understood that acceptance of the assignment to stat-calls for those employees hired prior to April 1, 1979 shall be voluntary, provided, however, if insufficient employees volunteer for the stat-calls assignment or additional employees are required on a particular shift, nursing administration shall select employees under their supervision judged to be qualified to handle such assignments because of prior experience and training. All Hospital Attendants, Psychiatric Technicians and Licensed Vocational Nurses hired on April 1, 1979 or thereafter will be advised that they may be required to handle stat-calls and if required will receive training for such assignments. It is the intention of administration to assign employees to stat-calls on a continuing volunteer basis. Employees may request that they be removed from the stat-calls assignment by submitting a request in writing stating the reasons for such request. The administration may remove employees from the stat-calls assignment where it is demonstrated they are no longer capable of handling such assignments.



Effective October 1, 1994 the STAT Team shall be composed of volunteers. This shall be a six (6) month trial program subject to joint labor/management review at the end of six (6) months.

- E. Professional Standards Committee. The County recognizes the continuation of an advisory Professional Standards Committee comprised of Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants employed in the Health Services Department. Such a committee shall develop and communicate recommendations only to the Director of Hospital Nursing or Director of Ambulatory Care Nursing and Hospital Administration. The Professional Standards Committee shall schedule one (1) regular meeting at a mutually agreeable time and place during the day shift working hours and the Health Services Department agrees to release a total of six (6) employees; three (3) Licensed Vocational Nurses, one (1) Surgical Technician and one (1) Psychiatric Technician and one (1) Hospital Attendant for a period not to exceed two (2) hours excluding travel time for any one member to attend such meeting. Such Committee members and their alternates shall be selected by Local No. 1. Numerical membership on the Professional Standards Committee shall be such so as to preclude disruption of work activities of any particular work area and shall include at least one (1) representative from the outpatient clinics. Upon two (2) weeks notice, the Committee may request, with approval of the Director of Hospital Nursing or Director of Ambulatory Care Nursing as appropriate, that other personnel attend the monthly meetings, provided that such personnel are furnished with the reasons they have been invited and a written agenda for the meeting they have been asked to attend.

The Health Services Department agrees to meet with the LVN-Professional Standards Committee within sixty (60) days following the ratification of this MOU to discuss such issues as scope of practice, team nursing and the float policy.

- F. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at ten percent (10%) of the employee's base rate of pay. Permanent full-time and part-time, and permanent intermittent employees in the Attendant-LVN-Aide Unit will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

ATTACHMENT E

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

- G. Weekend Differential. Employees in the Attendant/LVN/Aide Unit shall receive a weekend shift bonus of sixty dollars (\$60.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.

Section H through Section R remain unchanged.

Date: 5-25-18

County of Contra Costa:  
(Signature / Printed Name)

J. Driscoll / L. Driscoll  
[Signature] / Jeff Bailey  
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Teamsters, Local 856:  
(Signature / Printed Name)

[Signature] / Peter Finn  
[Signature] / Graybillman  
[Signature] / Richard Andazola  
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**TEAMSTERS, LOCAL 856**  
**SECTION 55 – Joint Labor-Management Committee**

55 Joint Labor-Management Committee. Beginning July 1, 2018, establish a Joint Labor-Management Committee.

Joint Labor-Management Meetings: There shall be a Joint Labor-Management meeting every month alternating between the Attendant-LVN-Aide Unit, General Services and Maintenance Unit, and the Health Services Unit (quarterly Unit Meetings), unless mutually waived or unless mutually agreed to meet more or less frequently. These meetings will be three (3) hour sessions, unless the parties mutually agree to extend or shorten the meetings. Release time for Union Representatives will be provided according to Section 4.3 of the MOU. Management representatives will be Department Directors and Director of Labor Relations or their designees. Both parties may propose agenda items in advance of the meeting and management shall provide reasonable information which is not confidential or legally protected. At least one week prior to each Committee meeting, the parties agree to establish an agenda of issues for discussion during the Committee meeting. Other people may be invited to attend such meetings if mutually agreed upon in advance

The parties will make a good faith effort to engage in meaningful dialogue and to address concerns raised by both parties.

Date: 5-25-18

County of Contra Costa:  
 (Signature / Printed Name)

Thurmond L. Discoll  
Jeff Bailey  
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Teamsters, Local 856:  
 (Signature / Printed Name)

Peter Finn  
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