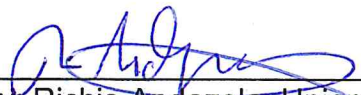
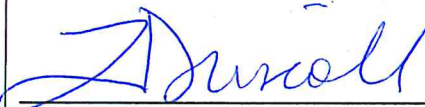



SETTLEMENT AGREEMENT

1. PARTIES. This Settlement Agreement (hereinafter, Agreement) is made by and between Teamsters, Local 856 ("Teamsters") and the County of Contra Costa ("County") on behalf of its Health Services Department.
2. SUBJECT. This Agreement is a settlement of all existing and possible differences between the parties concerning the recruitment and retention issues in the Clinical Laboratory Scientist II job classification at the Contra Costa Regional Medical Center (CCRMC) Clinical Laboratory. This Agreement also settles the existing salary compaction between the Senior Clinical Laboratory Scientist and the Clinical Laboratory Scientist II.
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 an admission of any fault, error, wrongdoing, or liability by either Party.
4. NO PRECEDENT. The parties acknowledge and agree that this Agreement is not to be considered precedent setting in any other forum or matter, including, but not limited to, a grievance, appeal, claim, unfair practice charge, or lawsuit.
5. COUNTY'S OBLIGATIONS:
 - a. The COUNTY will recommend that the base rate of pay for the Clinical Laboratory Scientist II and Senior Clinical Laboratory Scientist classifications be increased by five percent (5%). The increase will be effective on the first day of the month following approval of the increase by the Board of Supervisors.
 - b. The COUNTY will sign and recommend approval of the Side Letter attached as Exhibit A, which amends Section 54.3.B of the parties' Memorandum of Understanding (July 1, 2016 – June 30, 2022) ("MOU"). The COUNTY will sign the Side Letter when it signs this Agreement. The Side Letter will take effect on the first day of the month following its approval by the Board of Supervisors.
6. TEAMSTERS' OBLIGATIONS. In consideration for the above, Teamsters agrees to the following:
 - a. TEAMSTERS agrees to the Side Letter, attached as Exhibit A, to amend Section 54.3.B. of the parties' MOU and which will take effect on the first day of the month following approval of the Side Letter by the Board of Supervisors. TEAMSTERS will sign the Side Letter when it signs this Agreement.

- b. Teamsters agrees not to file any grievance, unfair practice charge, claim, or lawsuit against the COUNTY, arising from the matters set forth in paragraph 2. Subject, above.
7. COSTS. Each party will bear its own costs and attorneys' fees.
8. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.
9. EFFECTIVE DATE. This Agreement is effective on October 22, 2019, following full execution by the parties.
10. ENTIRE AGREEMENT. This Agreement is fully integrated and, along with the Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.
11. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be treated as an original and all of which together are to be considered one and the same agreement. Facsimile signatures or scanned copies of signatures are binding and are to be considered original signatures.

<p>TEAMSTERS, LOCAL 856</p>  <hr/> <p>By: Richie Andazota, Union Representative, Teamsters Local 856</p>	<p>CONTRA COSTA COUNTY</p>  <hr/> <p>Lisa Driscoll, County Finance Director</p> <p>Approved as to form: Sharon L. Anderson, County Counsel</p>  <hr/> <p>By: Cynthia A. Schwerin, Deputy County Counsel, Attorneys for Contra Costa County</p>
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