

**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND AFSCME, LOCAL 2700**

This Side Letter amends the Memorandum of Understanding between AFSCME, Local 2700 ("Union" or "Local 2700") and the County of Contra Costa ("County"), (July 1, 2013 – June 30, 2022) to modify Section 2 – Union Security and Section 46 – Union Representation of Temporary Employees of the MOU as follows:

**SECTION 2 – UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution No. 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction ~~or agency fee deduction~~ for all employees, including temporary employees, in its units.

A. The Union shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

B. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

C. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. **P.E.O.P.L.E.** Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

**(NOTE: Relocated existing language - Formerly Section 2.11)**

E. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

**(NOTE: Relocated existing language - Formerly Section 2.2.G)**

~~2.2 Agency Shop:~~

- ~~A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.~~
- ~~B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:~~
- ~~1. Become and remain a member of the Union or;~~
  - ~~2. pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~
  - ~~3. do both of the following:~~
    - ~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
    - ~~b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.~~
- ~~C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.~~
- ~~D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.~~
- ~~E. The Union shall provide the Human Resources Director with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1st of each calendar year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.~~

~~F. Compliance.~~

- ~~1. An employee employed in or hired into a job class represented by the Union shall be provided with an "Employee Authorization for Payroll Deduction" form by the Human Resources Department.~~
- ~~2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~

~~G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.~~

**(NOTE: Relocated existing language to 2.1.E)**

~~H. The Human Resources Department shall monthly furnish a list of all new hires to the Union.~~

**(NOTE: Now addressed under Section 2.8.F)**

~~I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3 and 2.4 shall apply to dues-paying members of the Union.~~

**2.32 Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall ~~as a condition of continued employment~~ pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.54.

**2.43 Union Dues Form.** Employees ~~hired into classifications represented by the Union shall, as a condition of employment,~~ may elect to complete a Union dues authorization card provided by the Union ~~and shall to~~ have deducted from their paychecks the membership dues of the Union. ~~Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.~~

Each such dues authorization form referenced above shall include a statement that ~~the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that~~ such authorization may be revoked ~~within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above~~ as provided in Section 2.4 below. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

**2.54 Withdrawal of Membership Recission of Dues Authorization.** ~~By notifying the Auditor-Controller's Department Employees who wish to rescind their membership shall notify the Union in writing, between August 1 and August 31 any employee may withdraw from Union membership and discontinue paying dues as of the payroll period, commencing September 1; discontinuance of dues payments to then be reflected in the October 10 in accordance with the AFSCME membership application. Immediately upon close of the above mentioned thirty (30) day period, the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.~~

**2.65 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after consultation with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.76 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- a. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;

- b. there is no additional cost to the County;
- c. it does not interfere with normal County operations;
- d. employees in attendance are not on duty and are not scheduled for duty;  
and
- e. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.87 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.98 Written Statement for New Employees.**

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. ~~The County will provide the employee with a packet of information which has been supplied by the Union and approved by the County. The County shall notify the Union of the Human Resources Department new employee orientation meetings and provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.~~
- B. The County will provide written notice of both Employer-wide and department-level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) days prior to the event.
- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Also the full name, classification, and department of all new employees shall be provided.
- D. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

- E. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- F. The County Human Resources Department shall monthly furnish an electronic list in a Microsoft Excel file of all new hires to the Union including the following information: full name, job titles, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file with the County and/or the Department. The County shall also furnish a list of all the changes in status or representation of employees

**2.409 Section 22 of 1977-79 MOU.** Section 22 of the 1977-1979 Memorandum of Understanding between the County and United Clerical Employees shall continue for the duration of this MOU.

2.10 Compliance with the Law. The parties agree to comply with SB866 (2018) and agree that changes to the law impacting this section of the MOU will trigger a meet and confer among the parties.

~~2.11 P.E.O.P.L.E. Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).~~

**(NOTE: Relocated existing language to 2.1.D)**

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

**46.1 Recognition.** AFSCME, Local 2700 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the MOU between AFSCME, Local 2700 and Contra Costa County.

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
  1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
  2. While a department is actively recruiting to fill a position.
  3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).

4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

- C. Student Worker/Administrative Intern: The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification,

department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**46.2 Appointments Not Covered.** Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Letter of Understanding.

**46.3 Agency Shop:**

~~A. All covered temporary employees, as specified above shall either:~~

~~1. Become and remain a member of the Union and pay an agency shop fee of one percent (1%) of their regular pay per semi-monthly pay period; this percentage may be changed by the Union who will notify the County Auditor/Controller of the new percentage and effective date; or~~

~~2. Pay to the Union an agency shop service fee of the amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory and case law, which under no circumstances shall exceed the amount specified in 2.2.B.2 above. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~

~~3. Do both of the following:~~

~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment or declare that the employee has a bona fide religious conscientious objection to joining or financially supporting a public employee organization; and~~

~~b. Pay a sum equal to the agency shop service fee specified in 2.2.B.2 above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the MOU between AFSCME, Local 2700 and Contra Costa County~~

~~B. No initiation fee or special assessments shall be required of these employees.~~

~~C. The Union shall provide the County with a copy of the Union's "Hudson Procedure" for the determination and protect of its agency shop fees. The Union shall provide a copy of said "Hudson Procedure" to every fee payor covered by this MOU within one month from the date it is approved and annually thereafter, and also as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of his/her right to contest the amount of the agency shop fee.~~



**46.4 Agency Shop Deductions.**

- A. ~~A current temporary employee or a new temporary employee hired into a job class represented by Local 2700 shall be provided through the Human Resources Department with an Employee Authorization for Payroll Deduction form. Said employee shall have thirty (30) calendar days to fully execute the authorization form of his/her choice and return said form to the Human Resources Department.~~
- B. ~~If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee or charitable contribution required under Section 3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~
- C. ~~The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.~~
- D. ~~The authorization of payroll deductions described above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.~~

**46.53 Salary.**

- A. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.
- B. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

**46.64 Salary Increments Within Range.**

- A. Increment Eligibility and Salary Review. All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolution, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.

- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification or at Step 1 of the salary range for their assigned level in a deep class will be eligible for a salary review as described above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described above.
- E. No provision of this section shall be construed to make the granting of salary increments mandatory on the County.

**46.75 Paid Time Off.**

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded, effective on the payroll following the payroll on which payment was made for the 1040th straight time hour worked, the temporary employee shall be credited with twenty (20) hours of paid time off (PTO). For each additional 1040 hours of straight time worked, the temporary employee shall be credited with an additional twenty (20) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- C. Use. PTO shall not be taken until credited. PTO shall be taken by an employee only with the approval of his/her supervisor.
- D. Paid Off At Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently credited PTO hours and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by forty (40) multiplied by the current hourly pay rate at separation.
- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, as described in above, shall be converted to vacation hours and subject to the MOU provisions relating to vacation except that when a temporary employee is appointed to a permanent position, the employee will be allowed to use the earned PTO hours during the first six (6) months of employment.
- F. Health Benefits for Temporary Employees. Effective one hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to temporary employees:
  - 1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.

2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

**46.86 Provisional Employees.** AFSCME, Local 2700 is the formally recognized employee organization for all provisional employees appointed by the County from "outside County service" in classifications covered by the MOU between the County and the Union. The provisional employee will continue to receive the salaries and benefits provided in the MOU for provisional employees. ~~Provisional employees shall be covered by the agency shop provisions of the MOU applicable to permanent employees, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.~~

**46.97 Grievance Procedure.** Temporary and provisional employees covered by Section 46 may grieve only alleged violations of the specific terms and conditions specified in Section 46.

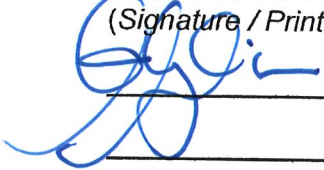
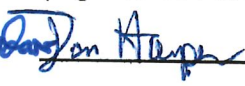
**46.108 Temporary Employee Special Pays.** Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment G. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment G, then it does not apply to temporary employees.

The terms of this Side Letter are effective after it is approved by the Board of Supervisors and will be incorporated into the successor MOU between the County and AFSCME, Local 2700. All other terms and conditions of the MOU between Contra Costa County and AFSCME, Local 2700 dated July 1, 2016 – June 30, 2022, remain unchanged by this Side Letter.

Date: 9/3/2021

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

**AFSCME, Local 2700:**  
(Signature / Printed Name)

	/	<u>Alvan Mangalindan</u>	/		/	<u>Dan Harper</u>
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