

## SETTLEMENT AGREEMENT

1. PARTIES. Effective upon full execution by the parties, this Settlement Agreement (“Agreement”) is made by and between Public Employees’ Union, Local One (“Union” or “Local One”), and the County of Contra Costa (“County”).
2. SUBJECT. This Agreement is a compromise and settlement of all existing and possible difference between the parties concerning the July 25, 2018 grievance initiated by the Union regarding bargaining unit carpentry work performed at the Marsh Creek Detention Facility by non-Building Trades Unit workers.
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 either party.
4. NO PRECEDENT. The parties acknowledge and agree that this is a stand-alone agreement, which means that these terms are unique to this matter and are not to be considered precedent setting in any other forum or matter, including, but not limited to, a grievance, appeal, or lawsuit.
5. THE PARTIES AGREE.
  - A. The County and its Sheriff’s Department agree and will instruct the Sheriff’s Department’s management staff that non-building trades employees, inmates, and other non-County employees will not perform Local One Building Trade Unit work.
  - B. Notwithstanding paragraph 5.A, above, use of inmate labor to perform Building Trades Unit work at the Marsh Creek- Martinez, West County Detention Facilities, and all other Sheriff Department Facilities throughout the County may be authorized by mutual agreement of the Parties on a case-by-case basis.
  - C. This agreement does not supersede the March 19, 2018 Settlement Agreement between the Parties related to other Building Trades Unit work.
  - D. COUNTY agrees to pay a lump sum split equally among each of the employees listed in Exhibit A for the bargaining unit work identified in paragraph 2. SUBJECT, above, in the amount of six thousand, six hundred dollars (\$6,600.00), less any taxes or applicable deductions. ( $\$6,600.00/14$  employees = \$471.43 per employee). Exhibit A is attached hereto and incorporated herein by reference.
  - E. UNION hereby withdraws the grievance described in paragraph 2. SUBJECT, above, and further agrees not to file any grievance, claim, complaint, unfair practice charge, or lawsuit against County on any matter now existing or hereafter arising from the matters set forth in paragraph 2.

6. COSTS. Each party will bear its own costs and attorneys' fees.
7. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties and supersedes any and all prior written or oral agreements or representations with respect to the subject matter set forth in paragraph 2, above, except as otherwise set forth in paragraph 5. Of this agreement. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
8. CHALLENGE TO AGREEMENT. The parties expressly waive any right to challenge the validity of this Agreement. In the event that litigation is necessary regarding the interpretation of this Agreement, each side shall bear their own costs of suit and attorneys' fees, regardless of who is the prevailing party.
9. MUTUAL DRAFTING. The parties agree that they have had the opportunity to participate in the drafting of this Agreement and that it shall not be construed in favor of any party should its meaning be subject to dispute.
10. ACKNOWLEDGEMENT. The parties acknowledge and agree that they have read and understand the provisions of this Agreement and agree to be bound by them; that they have had the opportunity to discuss the terms of this Agreement with necessary parties and a representative of their choice; that they freely and voluntarily enter into this agreement; and that no promises or threats were made to induce the parties to sign this Agreement, other than the promises set forth herein.
11. AUTHORIZATION. The undersigned parties represent that they are authorized to execute this Agreement on behalf of their principals.
12. 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.

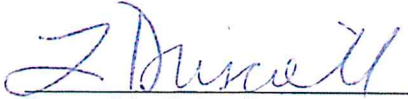
LOCAL ONE



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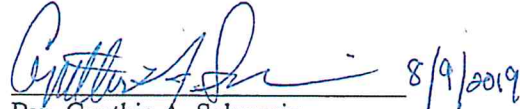
CONTRA COSTA COUNTY

Approved as to form  
COUNTY COUNSEL



A handwritten signature in blue ink, appearing to be 'L. Driscoll', written over a horizontal line.

By: Lisa Driscoll  
County Finance Director



A handwritten signature in blue ink, appearing to be 'Cynthia A. Schwerin', written over a horizontal line. To the right of the signature is the date '8/9/2019'.

By: Cynthia A. Schwerin  
Deputy County Counsel  
Attorneys for Contra Costa County