

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA STATE UNIVERSITY
EMPLOYEES UNION (SEIU LOCAL
2579),

Charging Party,

v.

CALIFORNIA STATE UNIVERSITY,

Respondent.



Unfair Practice Case No. LA-CE-1296-H

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations and to avoid the uncertainty, inconvenience, and expense of litigation, California State University Employees Union, SEIU Local 2579 ("CSUEU"), Charging Party, and California State University ("CSU"), Respondent, collectively "the parties," in settlement the above-captioned Unfair Practice Case, agree as follows:

1. Within thirty (30) days following execution of this Agreement, CSUEU shall withdraw the following:
 - a. The above-referenced Unfair Practice Charge and request that PERB dismiss the Unfair Practice Complaint with prejudice and vacate the hearing dates;
 - b. All related grievances and unfair practice charges (see attached Appendix A to this Agreement); the parties may mutually agree to modify Appendix A.
2. In exchange for the foregoing, CSU agrees to the following:
 - a) CSU and CSUEU shall establish a special task force for the purpose of researching the current standards used by campuses for equity-based In-Range Progression ("IRP") requests;
 - i) The task force shall be comprised of no more than four (4) persons for each party appointed by each side, unless mutually agreed to by the parties. CSU employees who participate on behalf of CSUEU shall be granted paid release time for purposes of participating in task force meetings;
 - ii) The task force shall first convene not later than thirty (30) days after execution of this Agreement; and then at least four (4) times in the first six (6) weeks, unless the parties mutually agree otherwise;
 - iii) The task force shall meet at dates, times, and locations as mutually agreed upon by the members of the task force;
 - iv) The task force may convene via teleconference or videoconference;

- v) The task force may request information relating to IRP procedures and reviews at each campus;
 - vi) The Parties acknowledge the importance of meeting timely for the purpose of delivering a product that informs both the CSU and CSUEU collective bargaining teams of the current standards used by campuses for equity-based IRP requests;
 - vii) The task force shall generate a factual summary of the current IRP practices from each campus. This summary will be presented to the CSU and CSUEU collective bargaining teams;
 - viii) The task force will sunset upon final presentation to the bargaining teams of the 2020 successor agreement, unless the Parties agree to maintain its existence and function;
 - ix) It is not the purpose of the task force to re-evaluate particular IRP determinations. However, nothing precludes the task force from looking at a particular IRP determination as an exemplar.
- b) All employees who, at any time from 2017 up until execution of this Agreement, submitted a request for IRP based upon equity, and were subsequently denied the equity portion of their IRP shall have until March 13, 2020 to request a more particular statement in writing of reason(s) for the denial. The employee's request must be submitted to Campus Human Resources. Requests made after March 13, 2020 shall only be honored at the discretion of management. Response shall be provided no later than June 12, 2020, and shall be furnished to the employee even before that time as it becomes available. The purpose of this response is intended to convey information regarding the decision that allows a clear understanding of the reasoning for the denial. At a minimum, the statement shall include the following information, if such factors were considered as a part of the analysis at the time of review and is available to CSU, upon making a diligent search:
- A) Comparison of the employee's seniority and salary to other employees in the same classification;
 - B) Comparison of the employee's seniority and salary to other employees in different classifications;
 - C) Comparison of the employee's salary and benefits to comparable employees in the market;
 - D) Factors utilized to determine appropriate placement within the salary range, including but not limited to prior experience or specialized skills;

E) Final determination of the merit of the IRP request;

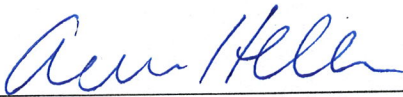
F) Date of initial request, and

G) Date of review.

- i. The CSU shall develop a template, to be used by the campuses for production to the employee once completed, to address the factors in (A-G). If upon review of the records, it is not apparent whether a particular factor (A-G) was considered, CSU shall so indicate in the statement. If a factor was considered, CSU shall provide the response. If it is known that a factor was not considered, CSU shall so indicate.
- ii. The template shall contain the following statement: "Pursuant to settlement of Unfair Labor Practice Case No. LA-CE-1296-H, the California State University agreed to provide this written reason for denial of any employee-requested In-Range Progression request made from 2017 to February 11, 2020."
- iii. If within one (1) year preceding full execution of this Agreement the CSU denied the equity portion of an employee's IRP request, and the employee opts-in under subsection (2)(b) and the analysis [A-G] cannot be provided, nothing shall preclude the employee from submitting another IRP within a one (1) year period of the date of the denial;
3. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of either Party to this Agreement;
4. This Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter; and
5. The undersigned Parties represent that they have read and understand the terms of this Agreement, and that they are authorized to execute this Agreement on behalf of their principals.

For Charging Party:

Date:



Andrew Heller, Labor Relations
Representative
CSUEU

For Respondent:

Date:



Steve James, Chief Negotiator/Employee
Relations and Collective Bargaining Expert
CSU