



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CSEA CHAPTER #293



STATE OF CALIFORNIA PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER 293,

Charging Party,

v.

PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT,

Respondent.

Case No. LA-CE-5569-E

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California School Employees Association & its Chapter 293 (CSEA) and the Placentia-Yorba Linda Unified School District (District), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning a conversation between a unit member and her supervisor.

2. The parties agree that the District will distribute the following written notice to CSEA bargaining unit members by U.S. mail to each member's home address on file within twenty (20) days from the date of this Agreement. The notice will be signed by District Superintendent Dr. Dennis Smith and CSEA Chapter 293 President Allyson Holt, and will state that both CSEA and the District have agreed to mail this communication to employees. The District will provide CSEA with a list of employees to whom it mailed a copy of the below notice.

To all classified employees:

Placentia-Yorba Linda Unified School District (District) and California School Employees Association & its Chapter 293 (CSEA) jointly want all employees to understand that the District recognizes and supports an employee's right to seek CSEA's assistance in resolving disputes with the District without fear of any retaliation or retribution.

The above statement is consistent with Government Code section 3543(a) which provides in relevant part: "Public school employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the

purpose of representation on all matters of employer-employee relations."

The above statement is also consistent with Government Code section 3543.5, subdivisions (a) and (b), which provide that it is unlawful for the District to: (1) "Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter;" and (2) "Deny to [CSEA] rights guaranteed to them by this chapter."

3. California School Employees Association & its Chapter 293 hereby withdraws Unfair Practice Charge No. LA-CE-5569-E.

4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

6. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:

[Signature of Allyson Holt]
Allyson Holt
Chapter 293 President
10/25/11

Date

[Signature of Brady Bailo]
Brady Bailo
Labor Relations Representative

Date

For Respondent:

[Signature of Suzette Lovely]
Suzette Lovely
Assistant Superintendent

Date

10-25-11