

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into on January 23, 2015, by and between The Regents of the University of California (hereinafter referred to as "Employer"), and the International Brotherhood of Teamsters, Local 2010 (hereinafter referred to as "Union"). Employer and Union are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Union is the exclusive bargaining representative of over 14,000 employees of Employer in the clerical and allied services bargaining unit (hereinafter referred to as "the CX unit"); and

WHEREAS, Union has filed an unfair labor practice charge with the California Public Employment Relations Board (PERB) Case No. SF-CE-922-H, alleging, among other things, that Employer effected an unlawful unilateral change in disciplinary procedures by utilizing non-disciplinary counseling memoranda for disciplinary purposes; and

WHEREAS, Union has filed an unfair labor practice charge with PERB Case No. SF-CE-1015-H, alleging, among other things, that Employer refused to honor or execute a written agreement regarding allegations addressed in SF-CE-1015-H; and

WHEREAS, Union has filed an unfair labor practice charge with PERB Case No. SF-CE-1016-H, alleging, among other things, that Employer failed and refused to provide information related to the proposed settlement of SF-CE-922-H; and

WHEREAS, the Parties both desire to resolve these matters amicably without resort to further legal proceedings or administrative proceedings before PERB; and

In order to avoid the costs and inconvenience of litigation and/or administrative proceedings and to settle fully and finally all differences that may exist between them, Union and Employer now enter into this settlement agreement to resolve all of the issues between them on terms and conditions outlined in this Agreement.

NOW, THEREFORE, based on the foregoing, the terms and conditions of this agreement and the adequacy of consideration provided herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Purpose of Agreement. The purpose of this Agreement is to resolve any and all claims arising out of unfair labor practice charge Nos. SF-CE-922-H, SF-CE-1015-H, SF-CE-1016-H filed by Union and to settle fully and completely any and all disputes between Union and Employer, including the University, its Board of Regents, officers, agents or employees (whether current or former). Union acknowledges that this Agreement shall not in any way be construed as an admission by the University, or any of its Board of Regents, officers, agents or employees (whether current or former) of any improper or unlawful conduct.

2. UPC Dismissal. Union shall voluntarily dismiss the unfair labor practice charges it has filed against Employer in Case Nos. SF-CE-922-H, SF-CE-1015-H, and SF-CE-1016-H. This dismissal shall occur within two (2) weeks of the execution of this Agreement by all of the Parties.
3. Personnel Files. Within one (1) week of the execution of this agreement by both Parties, Employer (UCSF) shall remove from the personnel file of Yelena Katanova language in the June 5, 2009, counseling memoranda which states "It is imperative that you understand that failure to show improvement in the above policies and procedures regarding assistance to patients may result in further disciplinary action, up to and including your dismissal from employment with UCSF Medical Center." Within one (1) week of the execution of this agreement by both Parties, Employer (UCSB) shall also remove from the layoff notice dated November 30, 2009, to Michael Marino language which states "You should also be aware that Graduate Division was in the process of pursuing disciplinary action based on performance and conduct issues related to customer service, follow through with assignments, and your difficulty with supervisory direction."
4. Future Disputes. Employer and Union hereby agree that each shall comply with provisions memorialized in Article 5 (Corrective Action/Discipline/Dismissal) of the CBA. The Parties agree that counseling memos should not contain disciplinary language.
5. Obligations Regarding Counseling Memos Now In Effect. For thirty (30) calendar days following the date of this Agreement, if an employee or Union uncovers alleged disciplinary language in a counseling memo, the employee or Union may inform Employer and the Parties will meet and discuss the counseling memo language. If the Parties agree that the language is disciplinary, Employer will revise the counseling memo and remove the offending language. If the Parties are unable to reach a resolution, the question of whether the language in an identified counseling memo is disciplinary will be subject to the Parties' grievance and arbitration procedure. The Parties agree to consolidate any arbitrations arising from this provision and litigate the consolidated matter at the Office of the President or another mutually agreeable location in Oakland, California.
6. Expiration of the Agreement. The Parties acknowledge that the disciplinary provisions of the collective bargaining agreement may change from time to time as a result of future negotiations between Union and Employer. Therefore, the provisions of this Agreement shall expire with the Parties' current Collective Bargaining Agreement (currently scheduled to expire on November 30, 2016).
7. Attorneys' Fees. The Parties agree to bear their own attorneys' fees and costs incurred with respect to the above-referenced matters and/or this Agreement. Any disputes arising under this Agreement shall be resolved by final and binding arbitration pursuant to Article 3, Arbitration, of the Collective Bargaining Agreement.
8. Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the respective Parties hereto.

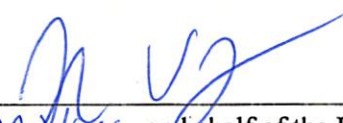
9. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
11. Authority to Sign. The undersigned warrant and represent that each has the authority to execute this Agreement, and the authority to bind the respective Parties to the terms and conditions of this Agreement.
12. Governing Law. This Agreement shall be deemed to have been entered into in the State of California and shall be construed and interpreted in accordance with the laws of that state.
13. Voluntary Agreement. The Parties acknowledge that they voluntarily and knowingly entered into this Agreement, having full knowledge and understanding of its contents, its effect, and of the rights that they may be waiving.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.



Anthony DiGrazia, on behalf of the
Regents of the University of California

Dated: 1/23/15



John King, on behalf of the International
Brotherhood of Teamsters, Local 2010

Dated: 1/23/15