

SETTLEMENT AGREEMENT
BETWEEN AND AMONG
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
THE ASSOCIATION EMPLOYEES UNION
AND
VALARIE DAVIS

This Settlement Agreement is entered into by and among the California School Employees Association (CSEA), the Association Employees Union (AEU), and VALARIE DAVIS (DAVIS). CSEA, AEU and DAVIS are referred to collectively in this agreement as "THE PARTIES."

Recitals

1. DAVIS is an employee of CSEA and a member of AEU's bargaining unit.
2. DAVIS earned six (6) in lieu days during October and November 2012: one each for October 6, 10, 13, 27 and November 3 and 4.
3. DAVIS was unable to take her leave prior to going on medical leave from December 3, 2012 and January 24, 2013. Before going on leave, DAVIS requested permission from her field director for an extension of time in which to take these in lieu days. The field director denied this request because it was not used during the applicable 90 day period and DAVIS had not requested 120 days in which to use the in lieu days at the time she earned each of them.

4. The PARTIES wish to completely and finally resolve the issue of DAVIS's use of the six (6) in lieu days and to agree to contract language governing this subject to be included in the successor agreement currently being negotiated by the parties.

Terms

1. The above recitals are true.
2. CSEA and AEU agree to execute the document attached as Exhibit A; shall execute it and treat it as a Tentative Agreement in the current successor contract negotiations; and shall recommend it for ratification.
3. CSEA agrees to toll, until the execution of this Settlement Agreement by all PARTIES, the balance of the 90-day period that was available to DAVIS for each in lieu day as of the December 3, 2012 date when she went on medical leave. As of the date this Settlement Agreement is executed, DAVIS shall therefore have 34 calendar days to use the in lieu day earned October 6, 2012; 38 calendar days to use the in lieu day earned October 10, 2012; 41 calendar days to use the in lieu day earned October 13; 55 calendars days to use the in lieu day earned October 27, 2012; 62 calendar days to use the in lieu day earned November 2, 2012; and 63 calendar days to use the in lieu day earned November 4, 2012.
4. AEU agrees not to prosecute any grievances or arbitrations on behalf of DAVIS relating to the in lieu days that are the subject of this Settlement Agreement, the facts asserted in support of

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it, or the circumstances that gave rise to its issuance, and to dismiss with prejudice any disciplinary appeal, grievance, or arbitration which may be pending regarding DAVIS.

4. This Settlement Agreement reflects each and every term and provision relating to the subject matter of this Settlement Agreement and supersedes all prior or contemporaneous oral or written understandings, statements, representations and promises by or between the PARTIES.

California School Employees Association

Association Employees Union

Dave Low, Executive Director

Scott W. Hendon

Dated: _____

Dated: 8/20/13

Valarie Davis
VALARIE DAVIS

Dated: 8/16/13

Exhibit A

ARTICLE 7 STANDARD WORK DAY AND WORK WEEK

7.11.1 Through 7.11.5 shall remain unchanged.

7.11.6 The unit member shall use any in-lieu day earned under this Sub-article or section 11.6 within ninety (90) calendar days of ~~his/her entitlement~~ earning the in-lieu day. The unit member shall notify his/her supervisor of the in-lieu day scheduled. The scheduled in-lieu day shall not conflict with the unit member's assignments. It is the responsibility of the unit member to track the use of the day.

7.11.7 In the event a unit member, at the time he/she ~~earns~~ qualifies for an in-lieu day, does not have an unscheduled work day within the ninety (90) calendar days, the unit member shall have one hundred twenty (120) calendar days to schedule and use their in-lieu day. The unit member shall notify his/her supervisor of this within ten (10) work days of earning an ~~at the time he/she qualifies for the in-lieu day~~. Failure to notify the supervisor within ten (10) working days shall be deemed forfeiture of the one hundred twenty (120) day option. If the employee fails to use an in-lieu day within the ninety (90) or one hundred twenty (120) day period, as applicable, the employee shall lose that in-lieu day. If the employee fails to use the in-lieu day within one hundred twenty (120) days, the Employer shall have the right to order the employee to take the day off on a day determined by the Employer.

7.11.8 An employee unable to use a earned in-lieu day within the 90 or 120 calendar day periods provided by sub-article 7.11.7, as applicable, due to illness or injury shall be entitled to as many days of the relevant period in which to schedule and use an in-lieu day as remained when the employee went on sick or injury leave.

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8/20/13
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