

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

County of Shasta

Charging Party,

v.

United Public Employees of California, Local 792

Respondent.

Unfair Practice Case No.
SA-CO-135-M

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, Charging Party County of Shasta ("County") and Respondent United Public Employees of California, Local 792 ("UPEC"), collectively "the parties," in settlement of the above-captioned unfair practice charge pending before the Public Employment Relations Board ("PERB"), agree as follows:

1. A dispute has arisen between the parties concerning a January 30, 2017 – February 3, 2017 strike by employees who are represented for purposes of collective bargaining by UPEC. The strike included certain employees which PERB has since deemed "essential" employees whose participation in the strike could have created a substantial and imminent threat to the health and safety of the public under the test established by the California Supreme Court in *County Sanitation Dist. No. 2 v. Los Angeles County Employees Assn.* (1985) 38 Cal.3d 564;
2. Based on the participation by "essential" employees in the planned strike, the County filed the instant unfair practice charge and a request for injunctive relief. On January 30, 2017, PERB issued a Complaint against UPEC. PERB simultaneously filed a civil Complaint for Injunctive Relief in *Public Employment Relations Board v. United Public Employees of California, Local 792*, Civil Case No. 186652, seeking to enjoin the County's "essential" employees from participating in the ongoing strike. On January 31, 2017, the Shasta County Superior Court for the State of California granted a Temporary Restraining Order against UPEC. On February 9, 2017, the Court granted a Preliminary Injunction against UPEC, extending its Temporary Restraining Order for ninety calendar days or until the date on which UPEC and the

County finalized a successor memorandum of understanding;

3. On February 17, 2017, UPEC ratified a proposed successor memorandum of understanding between the parties. On or about February 28, 2017, the County Board of Supervisors approved and adopted the successor memorandum of understanding;
4. In consideration and exchange for UPEC Local 792's agreement in Paragraph 5 of this Agreement, the County hereby withdraws Unfair Practice Charge No. SA-CO-135-M without prejudice and requests that PERB issue a Notice of Dismissal and Case Closure;
5. In consideration and exchange for the County's agreement in Paragraph 4 of this Agreement, UPEC Local 792 agrees:
 - a. UPEC expressly recognizes that the classifications and/or positions identified in the Court's Order Granting Preliminary Injunction, attached hereto as Exhibit 1, and as organized and defined by existing job descriptions on or about January 31, 2017, were and may continue to be essential under the test established in *County Sanitation Dist. No. 2 v. Los Angeles County Employees Assn.* (1985) 38 Cal.3d 564. As such, employees in those classifications or positions should not have participated in any strike, walkout, work stoppage, or other concerted activity of any nature (collectively, "concerted activities") against the County;
 - b. Accordingly, UPEC agrees that it shall not call for, sanction, induce, aid, entice, encourage, or assist those employees to engage in any concerted activity identified above, unless the organization and job descriptions have substantially changed such that the "essential employees" employed in the identified positions no longer perform essential duties under the test established in *County Sanitation Dist. No. 2 v. Los Angeles County Employees Assn.* (1985) 38 Cal.3d 564; and
 - c. UPEC shall notify its General Unit members of this Agreement, in any manner it determines is appropriate, within thirty calendar days of its execution. UPEC shall notify the County when it has completed these obligations.
6. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of either party to this Agreement, and shall be non-precedential;

7. This Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matters;
8. All Parties shall bear their own costs of litigation associated with the unfair practice charges/complaints and superior court complaints; and
9. 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 principles.

For Charging Party:

Date: 10/20/2017

Angela Davis
Director of Support Services
County of Shasta

For Respondent:

Date: October 21, 2017

Christopher Darker
Business Manager
United Public Employees of California, Local
792

Date: 10/30/17

Rubin E. Cruse, Jr.
County Counsel
County of Shasta

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