

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND**  
**ASSOCIATION EMPLOYEES UNION**

This settlement agreement (“agreement”) is entered into by and among the California School Employees Association (“CSEA”), a California mutual benefit corporation, and the Association Employees Union (“AEU”). CSEA and AEU are referred to jointly in this agreement as the “parties” and singularly as “party.”

**Recitals**

1. AEU is the exclusive representative of the bargaining unit workers employed by CSEA.
2. CSEA believes it has a long-standing unwritten policy (“the historical policy”) that bargaining unit and non-bargaining unit employees must refrain from involving themselves in the internal affairs of the membership.
3. On January 10, 2011, CSEA adopted Executive Department Operating Procedure No. 2 (“Op Pro 2”) in an effort to codify its historical policy regarding staff involvement in the internal affairs of the membership.
4. On January 21, 2011, AEU filed a charge with the National Labor Relations Board (“NLRB”) alleging that CSEA refused to bargain by unilaterally implementing Op Pro 2, which AEU alleged had a serious impact on the working conditions of its members.
5. On March 30, 2011, the NLRB determined to defer the matter to arbitration under the collective bargaining agreement (“CBA”) between the parties.
6. Pursuant to the grievance procedure in the CBA between the parties, the parties

thereafter exchanged proposals for a revised version of Op Pro 2. They were unable to reach agreement on language that would address the concerns of both parties. AEU accordingly moved the matter to arbitration. That arbitration is now pending.

7. The parties now wish to fully resolve all issues related to this grievance and the related charge filed with the NLRB.

The parties therefore agree as follows:

**Terms**


1. CSEA agrees to rescind Op Pro 2.
2. AEU agrees to withdraw the grievance and request for arbitration that it filed with respect to Op Pro 2 and to withdraw with prejudice the charge it filed with the NLRB on January 21, 2011.
3. This agreement shall be effective immediately upon execution by CSEA and AEU.

**California School Employees Association**

  
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DAVE LOW  
Executive Director

DATED: 3/8/12

**Association Employees Union**

  
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DATED: 3/9/12