

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA STATE UNIVERSITY
EMPLOYEES UNION,

Charging Party,

v.

CALIFORNIA STATE UNIVERSITY (SAN
DIEGO),

Respondent.

Case No. LA-CE-1347-H

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 State University Employees Union (CSUEU) and the California State University (San Diego) (SDSU), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

- 1) CSUEU hereby withdraws Unfair Practice Charge No. LA-CE-1347-H with prejudice.
- 2) Bargaining Unit 5 staff who are directed by an MPP to leave campus or directed to stay home, due to COVID-19 symptoms, shall get a COVID-19 test within 48 hours. Employees may use any qualifying leave options available pending the test and awaiting results, including FFCRA, CPAL, FML, or other leave provided under the CBA. The employee shall provide their test results to CHR-benefits. Employees who test positive will be placed on appropriate leave after first exhausting FFCRA, CPAL or FML. Employees who test negative must return to work the next business day after receiving their results. If the employee is unable to make arrangements for free testing, the employee should immediately contact SDSU CHR-benefits to make arrangements for SDSU paid testing.
- 3) SDSU shall implement the requirements of AB 685, if required to do so, by the operative date compliance is mandated.
- 4) Within two weeks from the date of this agreement, SDSU shall provide CSUEU with a report of leaves used by Bargaining Unit 5 staff since January 2020 in monthly increments: including the type of leave and amount of hours.
- 5) CSUEU agrees with the practice of temperature checks for Bargaining Unit 5 staff. SDSU shall institute an at home health screening process and an on-campus temperature check and confirmation. Due to COVID-19 not always causing an infected person to have a high fever, SDSU shall institute a health questionnaire alongside temperature checks to safeguard the health and welfare of Bargaining Unit 5 Staff.

- 6) SDSU shall ensure that proper ventilation is provided for Bargaining Unit 5 staff in all areas where work is expected to be performed.
 - a) Employees are encouraged to contact their supervisors with any workplace temperature concerns.
 - b) Bargaining Unit 5 members at SDSU may also report temperature problems in work areas to Facilities Services Work Control website at <https://sdsu.assetworks.cloud/>.
 - c) Reports of temperature problems can also be reported by phone by calling (619) 594-4755 or by email at facilitieservices@sdsu.edu. Instructions regarding these reporting methods will be posted on appropriate bulletin boards.
 - d) Any Bargaining Unit 5 member who is working in an area with a high temperature may request to be temporarily reassigned to a suitable work area while the prior work area is brought to more suitable working condition.
- 7) SDSU shall provide virtual online training and in-person direction regarding social distancing in terms of assignment for Bargaining Unit 5 staff.
- 8) All required personal protective equipment shall continue to be provided to Bargaining Unit 5 staff.
- 9) CSUEU agrees that employees will comply with Article 23 and report concerns regarding safety to their immediate supervisor and/or appropriate administrator as soon as possible.
- 10) 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.
- 11) This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
- 12) 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:


Tonya Berry (Oct 28, 2020 19:10 PDT)

 Name Date
 Title Lead custodian/unit 5 rep


Juan Flores (Oct 29, 2020 09:47 PDT)

 Name Date
 Title Labor Relations Representative

For Respondent:


Heather Bendinelli (Oct 28, 2020 18:44 PDT)

 Name Date
 Title Director, OERC

J. Kevin Downes 10-28-2020

 Name Date
 Title Manager of Systemwide Labor Relations