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Attorneys for the State of California

9  
10 Before the Public Employment Relations Board

11 CALIFORNIA ATTORNEYS,	)	PERB Unfair Practice Charge No.
12 ADMINISTRATIVE LAW JUDGES &	)	SA-CE-2194-S
13 HEARING OFFICERS IN STATE	)	
14 EMPLOYMENT, on behalf of	)	
affected Administrative Law	)	<b>STIPULATION FOR SETTLEMENT AND</b>
15 Judges I and II,	)	<b>RELEASE</b>
Charging Party,	)	
16 v.	)	
STATE OF CALIFORNIA (CALIFORNIA	)	
17 UNEMPLOYMENT INSURANCE APPEALS	)	
18 BOARD),	)	
Respondent.	)	
	)	
	)	

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21 This SETTLEMENT AGREEMENT AND RELEASE is entered into by and  
22 between the California Attorneys, Administrative Law Judges &  
23 Hearing Officers in State Employment (hereinafter "CASE" or  
24 "Charging Party"), on behalf of affected Bargaining Unit (BU) 2  
25 Administrative Law Judges (ALJs), Ranges A and B, the California  
26 Unemployment Insurance Appeals Board ("CUIAB" or "Respondent"),  
27 and the State of California, California Department of Human  
28 Resources (hereinafter "CalHR" or "Employer").

Settlement Agreement and Release

1 CASE filed the instant Unfair Practice Charge (UPC), SA-CE-  
2 2194-S, with the Public Employment Relations Board (PERB), on  
3 behalf of BU2 ALJs I and II<sup>1</sup>, employed in CUIAB's field offices, on  
4 or about January 8, 2021.

5 CASE alleges in the instant PERB UPC, SA-CE-2194-S, that  
6 effective January 11, 2021, Respondent CUIAB unilaterally increased  
7 the caseload of its ALJs, Ranges A and B, employed in CUIAB's field  
8 offices to 31 and 34 appellants per week, respectively, in  
9 violation of the Dills Act section 3519, subsection (c).

10 WHEREAS, in the interest of harmonious labor relations, the  
11 parties to the matters herein desire to avoid the expense,  
12 inconvenience, uncertainty and delay inherent in litigation; and,

13 WHEREAS, CASE, affected BU2 ALJs, Ranges A and B, employed in  
14 CUIAB's field offices, Respondent CUIAB, and CalHR have agreed on a  
15 settlement of these matters in dispute between them and hereby  
16 adopt this Settlement Agreement and Release as its final  
17 disposition;

18 NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

19 1. Respondent CUIAB agrees to reduce the caseload for ALJs,  
20 Ranges A and B, employed in CUIAB's field offices, from 31 and 34  
21 appellants per week, respectively, to 28 and 31 appellants per  
22 week, respectively, effective May 16, 2022.

23 2. Respondent CUIAB also agrees to provide ALJs, Ranges A  
24 and B, employed in CUIAB's field offices, with one half (.5) DEC<sup>2</sup>  
25 day for every quarter they are assigned to the higher caseload of  
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27 <sup>1</sup> When the instant UPC was filed, ALJ classifications were two  
28 separate classifications ALJs I and II. Subsequent to the filing,  
effective February 1, 2022, the ALJ classification was consolidated  
into Ranges A and B. The ALJ classification will hereinafter be  
referred to as ALJs, Ranges A and B.

1 31 and 34 Appellants per week, respectively, from January 11, 2021  
2 through May 15, 2022, to be used within six months and scheduled at  
3 the discretion of the Presiding ALJs. Quarters will be counted  
4 from the first day each individual ALJ was actually assigned 31 or  
5 34 Appellants per week, and subsequent quarters will not be  
6 excluded from the calculation by reason of sick leave, vacation  
7 leave, annual leave or other absences.

8 3. Respondent CUIAB agrees not to increase the caseload of  
9 its ALJs, Ranges A and B, employed in its field offices, through  
10 July 15, 2022.

11 4. CASE agrees to and hereby does voluntarily withdraw, with  
12 prejudice, its instant PERB UPC No. SA-CE-2194-S, for which a  
13 (virtual) PERB Informal Settlement Conference was held on April  
14 13, 2022 at 10 a.m. with the parties and PERB Senior Regional  
15 Attorney, Sara Kang Rhee.

16 5. Nothing herein shall be deemed precedential in any other  
17 case or matter.

18 6. Nothing in this stipulated Settlement Agreement and  
19 Release shall be considered an admission of any breach of contract,  
20 violation of the BU2 Memorandum of Understanding (MOU), violation  
21 of law, or any other unlawful conduct by the State of California,  
22 CUIAB, CalHR or a concession by CASE concerning the merits of this  
23 dispute.

24 7. This Settlement Agreement and Release represents a full  
25 and final resolution of all disputes between the parties relating  
26 to the matters herein now settled.

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<sup>2</sup> Decision writing day.

1           8.    Nothing contained in this Settlement Agreement and  
2 Release shall constitute or be treated as an admission of liability  
3 or wrongdoing by the State of California, CUIAB, CalHR, its  
4 predecessors, successors, related entities, affiliates, officers,  
5 agents, employees, attorneys and/or assigns (current or former) in  
6 either their official or individual capacities. Any and all  
7 liability or wrongdoing is hereby expressly denied. This  
8 Settlement Agreement and Release is the result of a good faith  
9 compromise in light of the disputed issues.

10           9.    This Settlement Agreement and Release contains the entire  
11 agreement between the parties. The terms of this Agreement are  
12 contractual and not a mere recital. This Settlement Agreement and  
13 Release is executed without reliance upon any representation by any  
14 person concerning the nature or extent of injuries or legal  
15 liability therefor.

16           10. The attorneys whose signatures are set forth below  
17 represent that their clients have authorized the settlement set  
18 forth in this Settlement Agreement and Release.

19           11. This settlement agreement may be signed by facsimile, e-  
20 mail, scanned, and/or in counterparts, which, when all necessary  
21 signatures are obtained, shall have the same force and effect as  
22 though all signatures were executed on one document.

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Dated: 4/19/2022

  
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TIM O'CONNOR  
President  
California Attorneys, Administrative  
Law Judges & Hearing Officers in  
State Employment

Dated: April 18, 2022

  
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PATRICK WHALEN  
General Counsel  
California Attorneys, Administrative  
Law Judges & Hearing Officers in  
State Employment

Dated: \_\_\_\_\_

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MICHAEL CUTRI  
Executive Director/Chief  
Administrative Law Judge  
California Unemployment Insurance  
Appeals Board

Dated: \_\_\_\_\_

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MARK WOO-SAM  
Chief Counsel  
California Unemployment Insurance  
Appeals Board

Dated: \_\_\_\_\_

\_\_\_\_\_

KRISTINE M. RODRIGUES  
Assistant Deputy Director of Labor  
Relations  
California Department of Human  
Resources

Dated: \_\_\_\_\_

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GAIL T. ONODERA  
Labor Relations Counsel IV  
California Department of Human  
Resources

Settlement Agreement and Release

1 Dated: \_\_\_\_\_

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TIM O'CONNOR  
President  
California Attorneys, Administrative  
Law Judges & Hearing Officers in  
State Employment


5 Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICK WHALEN  
General Counsel  
California Attorneys, Administrative  
Law Judges & Hearing Officers in  
State Employment

10 Dated: 4/19/2022

*A.M. Cutri*  
MICHAEL CUTRI  
Executive Director/Chief  
Administrative Law Judge  
California Unemployment Insurance  
Appeals Board

14 Dated: 4/19/22

  
\_\_\_\_\_  
MARK WOO-SAM  
Chief Counsel  
California Unemployment Insurance  
Appeals Board

18 Dated: 04/19/2022

*Kristine Rodrigues*  
KRISTINE M. RODRIGUES  
Assistant Deputy Director of Labor  
Relations  
California Department of Human  
Resources

23 Dated: 4/19/22

*Gail T. Onodera*  
\_\_\_\_\_  
GAIL T. ONODERA  
Labor Relations Counsel IV  
California Department of Human  
Resources