

SETTLEMENT AGREEMENT
BETWEEN
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9588, AFL-CIO
AND
CONSOLIDATED FIRE AGENCIES/CONFIRE, A LOCAL GOVERNMENTAL
AGENCY

This Settlement Agreement (“Agreement”) is entered into November __, 2022, by and between the Communications Workers of America, Local 9588, AFL-CIO (“Union”) and Consolidated Fire Agencies/CONFIRE (“Employer”) (hereinafter the Union and the Employer are collectively referred to as “the Parties”).

RECITALS

WHEREAS, the Union and the Employer are parties a Memorandum of Understanding (hereinafter the “MOU”) which covers and pertains to a bargaining unit of emergency communications dispatchers and specialists (call-takers, dispatchers and supervisors) also known as the “Emergency Services Unit” (hereinafter the “Unit”);

WHEREAS, on or about February 2, 2022, the Union filed an Unfair Practice Charge with the Public Employment Relations Board (“PERB”), identified as PERB Case No. LA-CE-1561-M (hereinafter the “Charge”), alleging the Employer violated Government Code Sections 3506.5(a), (b) & (c);

WHEREAS, while the Charge was under investigation by the PERB, the County of San Bernardino Human Resources Department (hereinafter the “County”) received a Petition for Decertification (the “Decertification Petition”) with respect to the Unit on May 2, 2022, and began to process the same pursuant to the County’s Employee Relations Ordinance (hereinafter the “ERO”);

WHEREAS, on or about June 3, 2022, the Union filed an Amendment to the Charge alleging the Employer violated Government Code Sections 3506.5(a), (b) & (c); 3507(a); and 3550 and 3553 and through which the Union sought a Stay of Election with respect to the Petition;

WHEREAS, on or about July 28, 2022, the PERB issued a formal Unfair Practice Complaint (the Complaint”) which alleged various unfair labor practices against the Employer;

WHEREAS, on or about August 3, 2022, the PERB granted the Union’s request for a Stay of Election and ordered any election with respect to the Petition stayed until the Complaint was resolved or the matter settled, whichever occurred earlier;

WHEREAS, the hearing on the Complaint was set before Administrative Law Judge Bernard Rohrbacher and for the dates of November 15 through 17, 2022,

WHEREAS, the Parties seek to avoid the time and expense of litigation and desire to enter into this Agreement to resolve all claims that were raised or could have been raised in the Complaint and Charge (PERB Case No. LA-CE-1561-M).

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. The preceding Recitals are incorporated as though fully set forth below.
2. This Agreement, and compliance with this Agreement, shall not be considered as an admission by either the District, Jensen, or YCTA of:
 - a. the truth or validity of any claim asserted; or
 - b. any liability or wrongdoing; or
 - c. any violation of the rights of any person or organization; or
 - d. violation of any duty, order, law, statute, regulation or contract.
3. The Charge and Complaint in PERB Case No. LA-CE-1521-M shall be, and hereby are, withdrawn and dismissed with prejudice. As such, the Parties acknowledge that the Union has filed a Notice of Withdrawal with respect to the Charge and Complaint in PERB Case No. LA-CE-1521-M and that the same was approved by Judge Rohrbacher on November 14, 2022.
4. Other than the Charge and Complaint referenced above in Paragraph 3, the Union and Employer represent that neither has filed any Action against the other party with any administrative, state, federal or local agency, board, arbitrator, or court, and will not do so at any time hereafter with regard to the events that occurred on October 29, 2021 and November 19, 2021. The Parties represent that neither will cooperate or participate in the investigation or prosecution of any such Action, unless required to by law. The term "Action" shall mean claims, complaints, causes of action, lawsuits, charges, grievances, pursuant to state and/or federal statutes.
5. No later than December 1, 2022, the Employer shall cause to be posted – at all bulletin boards used or accessed by the Bargaining Unit – the Notice to Employees (the "Notice") attached hereto as Exhibit "A". The Notice shall remain posted at such places for a period of ninety (90) calendar days from the date of initial posting or the certification of the results of the election conducted in accord with Paragraph 3 of this Settlement Agreement, whichever occurs first. The Employer shall certify to the Union, in writing, the date of posting and provide the Union with a copy of the Notice.
6. The Stay of Election shall be lifted. The election in conjunction with the Decertification Petition shall be conducted on Thursday February 9, 2023 and Friday, February 10, 2023. The Decertification Election may be conducted in shifts so as to allow all unit employees an equal opportunity to vote. The Decertification Election shall be supervised and conducted by the State Mediation & Conciliation Service ("SMCS") in accordance with the ERO as well as the rules of the SMCS itself.
7. The Employer shall remain neutral at all times related to the Decertification Election and shall not abridge nor infringe upon the Union's rights under the laws of the State of California, including, but not limited, to the Myers-Milias-Brown Act, Assembly Bill 119 (Chapter 21,

Statutes of 2017; e.g., the Public Employee Communication Chapter), Senate Bill 285 (Chapter 567, Statutes of 2017; e.g., Public Employers Deterring or Discouraging Union Membership), the ERO and applicable PERB regulations.

8. The Employer shall not engage in any violations of the EERO, the MMBA and/or other applicable State law from and after the effective date of the Settlement Agreement.

9. This Agreement shall not be construed as waiving or expanding either Party's rights under the Government Code and/or the ERO.

10. The Union and the Employer shall execute those further documents and perform those further acts that are deemed reasonably necessary in carrying out the provisions of this Agreement.

11. The Union and the Employer have cooperated in the preparation of this Agreement and, hence, it shall not be interpreted or construed against or in favor of any party by virtue of identity, interest or affiliation of its preparer.

12. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

13. The laws of the State of California shall govern the validity, interpretation and application of this Agreement. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the remaining terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by State law.

14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters hereof and supersedes all prior and contemporaneous oral and/or written agreements, understandings and representations, if any.

15. There have been no representations or warranties made by any party other than the representations and warranties set forth in the body of this Agreement.

16. This Agreement may be amended, changed or modified only upon a written agreement executed jointly by GUILD and Bernay. No waiver of any provision of this agreement will be valid unless in writing.

17. The parties shall bear their own attorneys' fees and costs.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CONSOLIDATED FIRE
AGENCIES/CONFIRE**

**COMMUNICATION WORKERS OF
AMERICA, LOCAL 9588, AFL-CIO**

By: *Patricia Walker*

By: _____

Dated: *12/5/22*

Dated: _____

Exhibit A

**Posted as Part of a Settlement Agreement (PERB Case No. LA-CE-1561-M)
Communications Workers of America, Local 9588 (the "Union") and Consolidated Fire
Agencies (the "Employer")**

CALIFORNIA STATE LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT interfere with your rights to form, join and participate in the activities of the Union.

WE WILL NOT bypass the Union and deal directly with unit employees regarding collective bargaining proposals or other matters within the scope of representation.

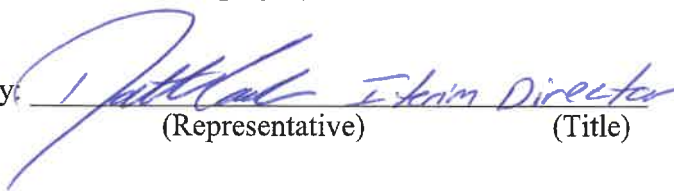
WE WILL bargain in good faith with the Union as your exclusive collective bargaining representative.

WE WILL NOT in any like or related manner interfere with your labor relations rights under California State Law.

By: **Consolidated Fire Agencies/CONFIRE**
(Employer)

Dated: 12/5/22

By:


(Representative) **(Title)**