

DEPARTMENT OF PERSONNEL ADMINISTRATION

LEGAL DIVISION

1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95814-7243
(916) 324-0512 FAX (916) 323-4723



September 26, 2005

Monica Miner
Labor Relations Representative
CASE
2495 Natomas Park Drive, Suite 550
Sacramento, CA 95833

Re: **CASE v. State of California (SCIF)**
DPA No. 03-02-0011

Dear Ms. Miner:

Enclosed for your file is a copy of the fully executed Settlement Agreement in the above-referenced case.

If you have any further questions, I can be reached at (916) 324-0512.

Sincerely,

A handwritten signature in cursive script that reads "Wendi L. Ross".

Wendi L. Ross
Labor Relations Counsel

WLR:knp

Enclosure

cc: Jean Rowan (w/encl.)
Senior Labor Relations Analyst
State Compensation Insurance Fund

SETTLEMENT AGREEMENT

CALIFORNIA ATTORNEYS,
ADMINISTRATIVE LAW JUDGES AND
HEARING OFFICERS IN STATE
EMPLOYMENT,

Union.

v.

STATE OF CALIFORNIA (STATE
COMPENATION INSURANCE FUND),

Employer,

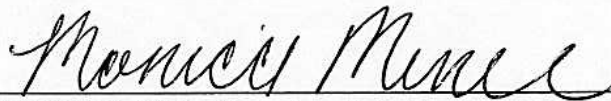
DPA No. 03-02-0011

In the interest of promoting harmonious labor relations between the parties and to avoid the expense, uncertainty, and inconvenience of litigation, the CALIFORNIA ATTORNEYS, ADMINISTRATIVE LAW JUDGES AND HEARING OFFICERS IN STATE EMPLOYMENT ("CASE"), exclusive representative for State Bargaining Unit 2, and the STATE OF CALIFORNIA, STATE COMPENSATION INSURANCE FUND ("SCIF"), in full and amicable settlement of DPA Grievance No. 03-02-0011 (Santa Ana Asbestos Unit) grievance filed by CASE on January 6, 2003 hereby agree to the following:

1. CASE recognizes SCIF's right under the contract currently in effect to direct the work of the Unit 2 members it employs;
2. SCIF agrees that in the future it will provide CASE with advance notice of any significant and/or substantial changes to the work it assigns Unit 2 members it employs so that CASE may have an opportunity to bargain the impact, if any, of these changes;
3. SCIF agrees that in the future it will provide CASE with advance notice of SCIF work units (employing Unit 2 members) that are set to transfer, disband or reorganize so that CASE may have an opportunity to bargain the impact, if any, of such changes;
4. As of the date this agreement is signed both parties agree to abide by the terms of this agreement;
5. SCIF will endeavor to provide all Staff Counsel who are new to handling asbestos cases training on asbestos workers' compensation litigation and evaluation of medical evidence;
6. All requests for reasonable accommodation will be handled in accordance with SCIF's reasonable accommodation policies and applicable State and Federal laws;

7. SCIF agrees to distribute copies of this settlement agreement to all of those individuals who supervise or manage Unit 2 staff who appear at Workers' Compensation Appeals Board where there is an asbestos division;
8. CASE hereby withdraws the grievance listed above with prejudice as the parties have reached settlement terms to resolve the underlying issues;
9. Nothing in this Settlement Agreement shall be considered an admission of any breach of contract, violation of law or any other unlawful conduct by SCIF;
10. Nothing in this settlement agreement shall be considered as past practice and/or binding precedent between CASE, SCIF and the State employer in any case other or matter.

Dated: 9/18/05



MONICA MINER, Labor Relations Representative
CALIFORNIA ATTORNEYS, ADMINISTRATIVE LAW
JUDGES AND HEARING OFFICERS IN STATE
EMPLOYMENT

Dated: 09/08/2005



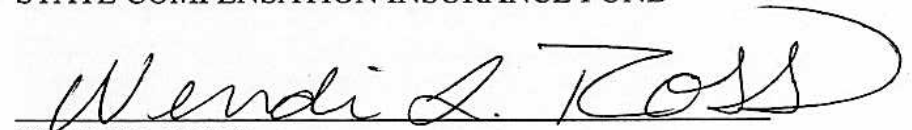
GEOFFREY SIMS, Director
CALIFORNIA ATTORNEYS, ADMINISTRATIVE LAW
JUDGES AND HEARING OFFICERS IN STATE
EMPLOYMENT

Dated: 09/20/05



JEAN ROWAN, Labor Relations Analyst
STATE COMPENSATION INSURANCE FUND

Dated: 9/21/05



WENDI L. ROSS
Labor Relations Counsel
Department of Personnel Administration