

Memorandum of Understanding (MOU) Regarding New CSUEU Bargaining Unit Employees

The Public Sector Employee Orientation Law (AB 119), in its legislative findings, sets out that a union's ability *"to communicate with the public employees it represents is necessary to ensure the effectiveness of state labor statutes, and the exclusive representative cannot properly discharge its legal obligations unless it is able to meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts. In most cases, that communication includes an opportunity to discuss the rights and obligations created by the contract and role of the representative, and to answer questions. That communication is necessary for harmonious public employment relations and is a matter of statewide concern."*

In order to carry out the legislative intent and to implement the provisions of AB 119, California State University Employees Union (CSUEU or the Union); when referred to it in the MOU, CSUEU is understood to be represented by CSUEU staff members, the campus CSUEU Chapter President, and/or CSUEU-campus based designee(s) of the aforementioned) and California State University (CSU) agree to the following terms:

DEFINITIONS

1. Consistent with state law, "onboarding" is understood to mean the process by which New CSUEU Bargaining Unit Employees are advised of their employment status, rights, benefits, duties, and responsibilities as outlined in paragraphs 3 through 11. It may happen in person, online, through electronic communications, and/or mail or postal courier.
2. "New CSUEU Bargaining Unit Employee" means any newly hired CSUEU Employee as defined in Article 2 of the CSUEU-CSU Collective Bargaining Agreement.

ORIENTATION EVENTS AND PROGRAMS

3. In instances in which New CSUEU Bargaining Unit Employees are "onboarded" by way of a New Employee Orientation (NEO), in which there is a program and/or an agenda; CSUEU will receive thirty (30) days' notice of such events. Notification shall be by email to NEONotification@csueu.org and include the employee names and classifications of the employees attending (if known). When onboarding events are scheduled with less than thirty (30) days' notice, CSUEU will receive a notice of the event as soon as the information is available for distribution to new employees.
4. CSUEU will be allotted a mutually agreeable time in the program up to a maximum of thirty (30) minutes (or less, if agreed to, by both parties). The allotted time shall be scheduled alongside other campus unions and shall be listed on the agenda. When the NEO is mandatory, the union presentation portion of the NEO shall not be presented as optional, but rather a portion of the overall program. When a NEO is scheduled for

more than four (4) hours in duration, the CSUEU's presentation shall not be in the last hour of the scheduled program. Additional arrangements may be made by mutual agreement between the campuses and their local CSUEU chapter to supplement this arrangement. No non-represented employees shall be present for CSUEU's presentation absent mutual agreement or alternative arrangements established between the campus and CSUEU chapter.

Should the implementation of this provision (item 4) become logistically challenging for the campus, the campus and CSUEU chapter agree to discuss the concerns at a campus meeting.

5. When New Employee Orientation programs are held in spaces that accommodate audio-video media and other technology consistent with "smart classrooms," CSUEU shall have access to and use of the technology in its presentation upon request and with reasonable notice to the appropriate administrator who is responsible for the NEO.
6. In order to allow CSUEU union representatives to participate in NEO, the CSU shall permit up to two (2) CSUEU stewards reasonable leave to represent CSUEU at orientation sessions upon request and so long as there is no demonstrable operational need.

OFFICE VISITS

7. In instances in which New CSUEU Bargaining Unit Employees are "onboarded" through scheduled office visits to Human Resources, or equivalent units, the CSU shall inform CSUEU of any appointments scheduled by emailing the CSUEU at NEONotification@csueu.org. Additional arrangements may be made between campuses and their local CSUEU chapter to supplement this arrangement. CSUEU will be provided the opportunity to attend such appointments, and CSUEU will provide advance notice of CSUEU attendance. When onboarding occurs through drop-in visits or CSUEU representatives are unavailable, the CSU agrees to provide New CSUEU Bargaining Unit Employees with a "packet" to be supplied by CSUEU for such purposes. CSU agrees that when it distributes CSUEU packets, or supplies any information about CSUEU, its agents will do so without commentary or information beyond the source (the Union, CSUEU). The CSU is not required to offer CSUEU's packet more than once to any New Bargaining Unit Employee.

MAIL

8. In instances in which New CSUEU Bargaining Unit Employees are "onboarded" remotely by U.S. mail, other courier services, email, and/or other online mechanisms, the CSU agrees to provide New CSUEU Bargaining Unit Employees with a "packet" to be supplied by CSUEU for such purposes. CSUEU packets will be provided in the format utilized by the campus (paper or electronic) for New CSUEU Bargaining Unit Employees who do not physically present themselves to CSU's administrative

offices. If the CSU is unable to distribute CSUEU's "packet" in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes CSUEU packets, or supplies any information about CSUEU, its agents will do so without commentary or information beyond the source (the Union, CSUEU). The CSU is not required to offer CSUEU's packet more than once to any New CSUEU Bargaining Unit Employee.

APPOINTMENT LETTERS

9. In the official notification of appointment of a New CSUEU Bargaining Unit Employee, the CSU agrees to include the following statement which will be attributed to CSUEU: "You are represented by the California State University Employees Union, a union of approximately 16,000 employees employed at CSU's 23 campuses, and the Office of the Chancellor. As your union, CSUEU negotiates with CSU about your wages, hours of work, and other terms and conditions of employment. Join us as an active member with the right to vote on the collective bargaining agreement and other union issues! To do so, please go to <http://www.csueu.org/join>".

ONLINE

10. If a campus offers a web page devoted to onboarding New CSUEU Bargaining Unit Employees, the CSU agrees to include the following statement which will be attributed to CSUEU: "You are represented by the California State University Employees Union, a union of approximately 16,000 employees employed at CSU's 23 campuses, **and the Office of the Chancellor**. As your union, CSUEU negotiates with CSU about your wages, hours of work, and other terms and conditions of employment. Join us as an active member with the right to vote on the collective bargaining agreement and other union issues! To do so, please go to <http://www.csueu.org/join>".

DROP-IN HOURS

11. On campuses in which open/drop-in hours are provided for New CSUEU Bargaining Unit Employees to complete "onboarding" the campuses shall provide the times and locations to CSUEU via written notification at NEONotification@csueu.org.

EMPLOYEE INFORMATION

12. AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and a personal cellular telephone numbers, personal email addresses, and home address on file for newly hired CSUEU Bargaining Unit Employees within 30 days of the date of hire or by the first pay period of the month following hire.
13. AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for all employees at least every 120 days. The CSU shall

provide the required information by November 15 and May 15 of each year based on data available as of October 31 and April 30 of each year. Notwithstanding this provision, the CSU shall supply information at any time upon request of CSUEU.

ADDITIONAL TERMS

14. This MOU shall be in effect through December 31, 2020 but shall be extended automatically if the parties have not agreed to new terms. However, consistent with AB 119, the parties shall go to interest arbitration if they are unable to reach agreement within 60 days of bargaining over a successor agreement for New Employee Orientation. Upon mutual agreement, the parties may extend the 60 day bargaining period.
15. Any dispute regarding the compliance with the terms of the Agreement shall be adjudicated in accordance with the grievance procedure in Article 7 of the current Collective Bargaining Agreement.

For CSUEU:

Tony May

9/26/19
Date

Terry Reese

9/26/19
Date

Rosemary Johnson

09/26/2019
Date

[Signature]

9/26/19
Date

Sergio Roldan

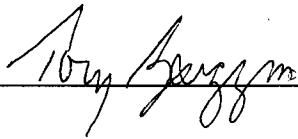
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Date

Don Moreno

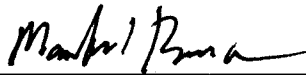
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Robert J. Jackli

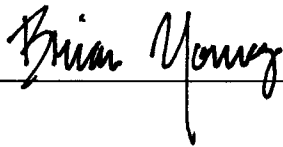
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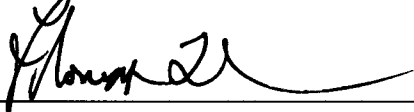


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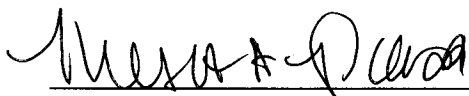
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For CSU:



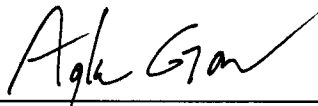
Thomas Le
Manager of Systemwide Labor Relations
California State University

9/26/19
Date



Theresa Pollard
Director of Labor & Employee Relations
San Francisco State University

9/26/19.
Date



Agke Grow
Director of Employee Relations
CSU Dominguez Hills

9/26/19
Date