

Memorandum of Understanding (MOU)
Regarding New Faculty Unit Employee Orientation
October 22, 2019

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 relations statutes, and that 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 act. 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. The 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 Faculty Association (CFA; when referred to in this MOU, CFA is understood to be represented by CFA staff members, the campus CFA Chapter President and/or CFA campus-based designee(s) of the aforementioned) and California State University (CSU) agree to the following terms that incorporate agreements between the parties along with Arbitrator Morris E. Davis's October 5, 2019 Decision and Award:

DEFINITIONS

1. Consistent with state law, **"onboarding"** is understood to mean the process by which, New Faculty 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 Faculty Unit Employee"** means any Faculty Unit Employee as defined in Article 2.13 of the CFA-CSU Collective Bargaining Agreement. A temporary Faculty Unit Employee reappointed to a subsequent appointment at the same campus, who held an appointment at that campus in the current or immediately prior academic year shall not be considered a "New Faculty Unit Employee" for purposes of this MOU.

ORIENTATION EVENTS AND PROGRAMS

3. In instances in which new Faculty Unit Employees are "onboarded" by way of New Faculty (Employee) Orientation, in which there is a program and/or an agenda, CFA will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice CFA will receive a notice of the event as soon as the information is available for distribution to new employees.
4. CFA will be allotted time in the program – between the official start and end times of the program, excluding lunch and other breaks -- up to a maximum of thirty (30) minutes (or less if agreed to, by both the parties). There shall be no concurrent sessions for the New

Faculty Unit Employees. Any deviation from this provision shall be only by mutual agreement.

5. Per Arbitrator Davis, the CSU shall invite all New Faculty Unit Employees, including those who are not among the tenure/tenure track ranks, to attend an orientation event or program soon after hire for the purpose of onboarding.
6. Per Arbitrator Davis, at all orientation events and programs, the CSU shall distribute a sign-in sheet for attendees. The sign-in sheets shall ask for at least the following information: name; department; cell phone number; and non-CSU email address. The CSU shall supply CFA's chapters with a copy of sign-in sheets within one business day of any orientation event and/or program.
7. When New Faculty/Employee Orientation programs are held in spaces that accommodate audio-video media and other technology consistent with "smart classrooms," CFA shall have access to and use of the technology in its presentation upon request and with reasonable notice to the appropriate administrator.
8. In order to allow CFA leaders to participate in orientations, the CSU shall permit coach, counselor, and librarian faculty reasonable leave to represent CFA at orientation sessions upon request and so long as there is no demonstrable interference with campus programs or operations.

OFFICE VISITS BY APPOINTMENT AND DROP-IN

9. In instances in which new Faculty Unit Employees are "onboarded" through scheduled office visits to Human Resources, or Academic Affairs, or equivalent units, the CSU shall inform CFA of any appointments scheduled via a calendar to be shared with CFA. The CSU agrees to copy CFA on any "calendar invites" communicated via email. Additional arrangements may be made between campuses and their local CFA chapter to supplement this arrangement. CFA will be provided the opportunity to attend such appointments, and CFA will provide advance notice of CFA attendance. When onboarding occurs through drop-in visits or CFA representatives are unavailable, the CSU agrees to provide new Faculty Unit Employees with a "packet" to be supplied by CFA for such purposes. CSU agrees that when it distributes CFA packets, or supplies any information about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA's packet more than once to any new Faculty Unit Employee.
10. On campuses in which open/drop-in hours are provided for new Faculty Unit Employees to complete "onboarding," the campuses shall provide the times and locations to CFA's campus chapter (care of CFA staff and/or CFA Chapter President).

MAIL AND ONLINE

11. In instances in which new Faculty Unit Employees are “onboarded” remotely by U.S. mail, other courier services, email, and/or other online mechanisms, the CSU agrees to provide new Faculty Unit Employees with a “packet” to be supplied by CFA for such purposes. CFA packets will be provided in the format utilized by the campus (paper or electronic) for new Faculty Unit Employees who do not physically present themselves to CSU’s administrative offices. If the CSU is unable to distribute CFA’s “packet” in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes CFA packets, or supplies any information about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA’s packet more than once to any new Faculty Unit Employee.
12. In the official notification of appointment of a new faculty unit employee, the CSU agrees to include the following statement which will be attributed to CFA: “You are represented by the California Faculty Association, a union of 28,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.” This message and link may be updated annually upon the union’s request. If the CSU objects to the content of any updated message because it deviates from the purpose of this MOU, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10 panel).
13. If a campus offers a web page devoted to onboarding new faculty unit employees, the CSU agrees to include the following statement which will be attributed to CFA: “You are represented by the California Faculty Association, a union of 28,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.” This message and link may be updated annually upon the union’s request. If the CSU objects to the content of any updated message because it deviates from the purpose of this MOU, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10 panel). Per Arbitrator Davis, the CSU shall display/embed CFA’s “Message From Your Union” video, which may be updated annually upon the union’s request. If the CSU objects to the content of any updated video because it deviates from the purpose of the MOU, the parties agree to submit the matter to a neutral third party (next available arbitrator in the Article 10 panel).

EMPLOYEE INFORMATION

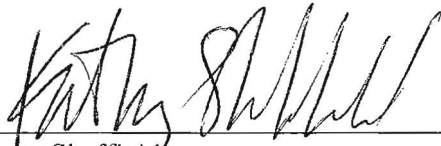
14. AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home

address on file for newly hired Faculty Unit Employees within 30 days of the date of hire or by the first pay period of the month following hire. The parties agree to continue to adhere to Article 6.9 of the Collective Bargaining Agreement. Nothing in this agreement is intended to undermine or discourage campus and local CFA chapters from developing and/or maintaining additional campus-based practices regarding the provision of employee information.

15. 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 CFA.

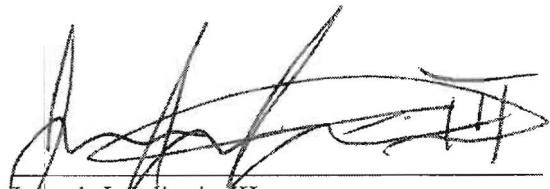
ADDITIONAL TERMS

16. 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.
17. Any dispute regarding the enforceability or terms of the Agreement shall be adjudicated in accordance with the grievance procedure contained in Article 10 of the current Collective Bargaining Agreement.



Kathy Sheffield
Director of Representation
California Faculty Association

Date: 10/22/2019



Joseph J. Belincic III
Sr. Manager of Systemwide Labor Relations
The California State University

Date: 10/22/2019