

**Memorandum of Understanding (MOU)
Regarding New SETC Bargaining Unit Employee Orientation**

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 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, State Employees Trades Council-United (SETC; when referred to in this MOU, SETC is understood to be represented by SETC staff members, the campus SETC Chapter President, and/or SETC 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 SETC 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 SETC Bargaining Unit Employee"** means any newly hired SETC Employee as defined in Article 2.12 of the SETC-CSU Collective Bargaining Agreement.

ORIENTATION EVENTS AND PROGRAMS

3. In instances in which New SETC Bargaining Unit Employees are "onboarded" by way of a New Employee Orientation, in which there is a program and/or an agenda, SETC will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice SETC will receive a notice of the event as soon as the information is available for distribution to new employees. At the request of SETC, and if available, the union shall receive confirmation of new employee attendance.
4. SETC 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 the parties). The allotted time shall be scheduled alongside other campus unions. Additional arrangements may be made by mutual agreement between campuses and their local SETC chapter to supplement this arrangement.

5. When New Employee Orientation programs are held in spaces that accommodate audio-video media and other technology consistent with "smart classrooms," SETC shall have access to and use of the technology in its presentation upon request and with reasonable notice to the appropriate administrator.
6. In order to allow SETC stewards to participate in orientations, the CSU shall permit SETC stewards reasonable leave to represent SETC at orientation sessions upon request and so long as there is no demonstrable interference with campus programs or operations.

OFFICE VISITS

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

MAIL AND ONLINE

8. In instances in which New SETC 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 SETC Bargaining Unit Employees with a "packet" to be supplied by SETC for such purposes. SETC packets will be provided in the format utilized by the campus (paper or electronic) for New SETC Bargaining Unit Employees who do not physically present themselves to CSU's administrative offices. If the CSU is unable to distribute SETC's "packet" in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes SETC packets, or supplies any information about SETC, its agents will do so without commentary or information beyond the source (the union, SETC). The CSU is not required to offer SETC's packet more than once to any New SETC Bargaining Unit Employee.
9. In the official notification of appointment of a New SETC Bargaining Unit Employee, the CSU agrees to include the following statement which will be

attributed to SETC:" You are represented by Teamsters 2010, our Union consist of 15,000 higher education employees supporting the missions of California Universities. As your Union, we help support and bargain for wages, hours, and conditions related to your employment. Take the time to join Teamsters 2010, so you may have the opportunity to receive pertinent information related to your employment. You can find more information at the following website or contacting your local representative.

http://teamsters2010.org/index.cfm?zone=/unionactive/form_page.cfm&formID=7660." 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 9 panel).

10. If a campus offers a web page devoted to onboarding New SETC Bargaining Unit Employees, the CSU agrees to include the following statement which will be attributed to SETC: ""You are represented by Teamsters 2010, our Union consist of 15,000 higher education employees supporting the missions of California Universities. As your Union, we help support and bargain for wages, hours, and conditions related to your employment. Take the time to join Teamsters 2010, so you may have the opportunity to receive pertinent information related to your employment. You can find more information at the following website or contacting your local representative. http://teamsters2010.org/index.cfm?zone=/unionactive/form_page.cfm&formID=7660." 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 9 panel).

DROP-IN HOURS

11. On campuses in which open/drop-in hours are provided for New SETC Bargaining Unit Employees to complete "onboarding," the campuses shall provide the times and locations to SETC's campus chapter (care of SETC staff and/or SETC Chapter President).

EMPLOYEE INFORMATION

12. 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 SETC Bargaining 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 7.8 of the Collective Bargaining Agreement. Nothing is in this agreement is intended to undermine or discourage campus and local SETC chapters from developing and/or maintaining additional campus-based practices regarding the provision of employee information.
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 SETC.

ADDITIONAL TERMS

14. This MOU shall be in effect through December 31, 2018, 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 enforceability or terms of the Agreement shall be adjudicated in accordance with the grievance procedure contained in Article 9 of the current Collective Bargaining Agreement.


Hector Fernandez
Director
SETC/Teamster 2010

Date: 11.30.17


Rene Castro
Assistant Vice Chancellor, Labor Relations
California State University

Date: 11/30/17