

APPENDIX D-2

Supplemental Agreement

Layoff

Employees scheduled for layoff during the life of the CSU/SETC Agreement may be assigned by the University to perform, in lieu of layoff, normal bargaining unit work that might otherwise be subject to contracting out. Such work would include projects designated as special repair work and work that would be subject to contracting out pursuant to the Job Order Contract (JOC) program. The following procedure shall be utilized on a CSU campus where there has been a declaration of layoff of bargaining unit members at a CSU campus during the life of the CSU/SETC Agreement.

1. When employees have been given notice of layoff at a campus pursuant to Article 29, the campus department responsible for decisions regarding the contracting out of normal bargaining unit work shall meet with the Facilities/Plant Director or designee and the campus SETC Steward/Representative(s) within five (5) days of the notice to meet and discuss the projects involving normal bargaining unit work that the University is considering contracting out. The SETC Steward/Representative(s) may propose methods by which the work can be performed by bargaining unit employees, and may provide any other reasons regarding why the contracting out should not proceed.
2. If the work cannot be performed in-house, the Facilities/Plant Department will notify Unit 6 of the decision to contract out the work and the basis of that decision.
3. When the work will be performed by employees in lieu of layoff, the following conditions will apply;
 - a. SETC and employees assigned to work under this agreement in lieu of layoff agree that the provisions of Article 20 (Assignment/Reassignment) of the contract shall not apply to such assignments.
 - b. SETC and employees assigned to work under this agreement in lieu of layoff agree that provisions 22.3 and 22.4 regarding working alternate work schedules does not apply to such assignments.

- c. Employees who do not agree to the above conditions may be laid off even if a less senior employee has accepted an assignment under the conditions stated above.

The provisions of this Supplemental Agreement shall remain in effect for fiscal years 2002/03, 2003/04 and 2004/05.