

**Memorandum of Understanding (MOU)
Regarding New Unit 4 Employee Orientation (January 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 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, Academic Professionals of California (APC; when referred to in this MOU, APC is understood to be represented by the APC Executive Board, APC staff members, APC campus stewards, and/or APC 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 Unit 4 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 Unit 4 Employee**" means any newly hired Employee as defined in Article 2.8 of the APC-CSU Collective Bargaining Agreement.

ORIENTATION EVENTS AND PROGRAMS

3. In instances in which New Unit 4 Employees are "onboarded" by way of a New Employee Orientation, in which there is a program and/or an agenda, APC will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice APC will receive a notice of the event as soon as the information is available for distribution to new employees.
4. APC will be allotted a mutually agreeable time in the program and/or on the agenda – between the official start and end times of the program and/or agenda, excluding lunch and other breaks – 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 APC 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," APC 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 APC stewards to participate in orientations, the CSU shall grant steward leave pursuant to Article 8.16(c) for up to two (2) stewards to represent APC 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 Unit 4 Employees are "onboarded" through scheduled office visits to Human Resources, or equivalent units, the CSU shall inform APC of any appointments scheduled via a calendar to be shared with APC. Additional arrangements may be made between campuses and their local APC chapter to supplement this arrangement. APC will be provided the opportunity to attend such appointments, and APC will provide advance notice of APC attendance. When onboarding occurs through drop-in visits or APC representatives are unavailable, the CSU agrees to provide New Unit 4 Employees with a "packet" to be supplied by APC for such purposes. CSU agrees that when it distributes APC packets, or supplies any information about APC, its agents will do so without commentary or information beyond the source (the union, APC). The CSU is not required to offer APC's packet more than once to any New Unit 4 Employee.

MAIL AND ONLINE

8. In instances in which New Unit 4 Employees are "onboarded" remotely by U.S. mail, other courier services, email, and/or other online mechanisms, the CSU agrees to provide New Unit 4 Employees with a "packet" to be supplied by APC for such purposes. APC packets will be provided in the format utilized by the campus (paper or electronic) for New Unit 4 Employees who do not physically present themselves to CSU's administrative offices. If the CSU is unable to distribute APC's "packet" in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes APC packets, or supplies any information about APC, its agents will do so without commentary or information beyond the source (the union, APC). The CSU is not required to offer APC's packet more than once to any New Unit 4 Employee.
9. In the official notification of appointment of a New Unit 4 Employee, the CSU agrees to include the following statement which will be attributed to APC: "You are represented by the Academic Professionals of California, a union of approximately 3,000 academic support staff employed at CSU's 23 campuses. As your union, APC negotiates with CSU about your wages, hours of work, and other

terms and conditions of your 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://apc1002.org/join-us/why-join-apc/>." 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).

10. If a campus offers a web page devoted to onboarding New Unit 4 Employees, the CSU agrees to include the following statement which will be attributed to APC: "You are represented by the Academic Professionals of California, a union of approximately 3,000 academic support staff employed at CSU's 23 campuses. As your union, APC negotiates with CSU about your wages, hours of work, and other terms and conditions of your 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://apc1002.org/join-us/why-join-apc/>." 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).

DROP-IN HOURS

11. On campuses in which open/drop-in hours are provided for New Unit 4 Employees to complete "onboarding," the campuses shall provide the times and locations to APC's campus chapter (care of APC staff and/or APC Stewards).

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 New Unit 4 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 8.8 of the Collective Bargaining Agreement. Nothing in this agreement is intended to undermine or discourage campus and local APC 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 APC.

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

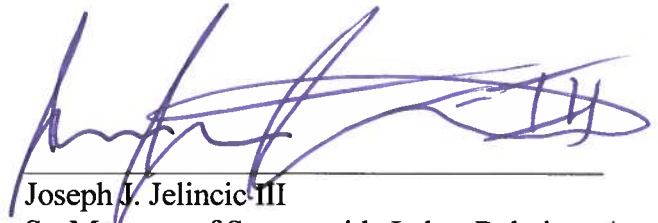
119, the parties shall go to interest arbitration if they are unable to reach agreement within 60 days of bargaining over a successor agreement for New Employee Orientation. Upon mutual agreement, the parties may extend the 60 day bargaining period.

15. Any dispute regarding the 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.

Bernhard Rohrbacher

Bernhard Rohrbacher
Sr. Labor Relations Representative
Academic Professionals of California

Date: January 15, 2019



Joseph J. Jelincic III
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Date: 01/14/2019