

APPENDIX D-10

MEMORANDUM OF UNDERSTANDING

Regarding New Teamsters 2010 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, Teamsters Local 2010 (Teamsters 2010; when referred to in this MOU, Teamsters 2010 is understood to be represented by Teamsters 2010 staff members, the campus Teamsters 2010 Steward, and/or Teamsters 2010 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 Teamsters 2010 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 Teamsters 2010 Bargaining Unit Employee"** means any newly hired Teamsters 2010 Employee as defined in Article 2.12 of the Teamsters 2010-CSU Collective Bargaining Agreement.

ORIENTATION EVENTS AND PROGRAMS

3. In instances in which New Teamsters 2010 Bargaining Unit Employees are "onboarded" by way of a New Employee Orientation, in which there is a program and/or an agenda, Teamsters 2010 will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice Teamsters 2010 will receive a notice of the event as soon as the information is available for distribution to new employees. At the request of Teamsters 2010, and if available, the union shall receive confirmation of new employee attendance.
4. Teamsters 2010 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 Teamsters 2010 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," Teamsters 2010 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 Teamsters 2010 stewards to participate in orientations, the CSU shall permit Teamsters 2010 stewards reasonable leave to represent Teamsters 2010 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 Teamsters 2010 Bargaining Unit Employees are "onboarded" through scheduled office visits to Human Resources, or equivalent units, the CSU shall inform Teamsters 2010 of any appointments scheduled via a calendar to be shared with Teamsters 2010. Additional arrangements may be made between campuses and their local Teamsters 2010 chapter to supplement this arrangement. Teamsters 2010 will be provided the opportunity to attend such appointments, and Teamsters 2010 will provide advance notice of Teamsters 2010 attendance. When onboarding occurs through drop-in visits or Teamsters 2010 representatives are unavailable, the CSU agrees to provide New Teamsters 2010 Bargaining Unit Employees with a "packet" to be supplied by Teamsters 2010 for such purposes. CSU agrees that when it distributes Teamsters 2010 packets, or supplies any information about Teamsters 2010, its agents will do so without commentary or information beyond the source (the union, Teamsters 2010). The CSU is not required to offer Teamsters 2010's packet more than once to any New Teamsters 2010 Bargaining Unit Employee.

MAIL AND ONLINE

8. In instances in which New Teamsters 2010 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 Teamsters 2010 Bargaining Unit Employees with a "packet" to be supplied by Teamsters 2010 for such purposes. Teamsters 2010 packets will be provided in the format utilized by the campus (paper or electronic) for New Teamsters 2010 Bargaining Unit Employees who do not physically present themselves to CSU's administrative offices. If the CSU is unable to distribute Teamsters 2010's "packet" in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes Teamsters 2010 packets, or supplies any information about Teamsters 2010, its agents will do so without commentary or information beyond the source (the union, Teamsters 2010). The CSU is not required to offer Teamsters 2010's packet more than once to any New Teamsters 2010 Bargaining Unit Employee.

9. In the official notification of appointment of a New Teamsters 2010 Bargaining Unit Employee, the CSU agrees to include the following statement which will be attributed to Teamsters 2010: "You are represented by Teamsters 2010, our Union consists 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 by contacting your local representative. <https://teamsters2010.org/join-the-teamsters/>." 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 Teamsters 2010 Bargaining Unit Employees, the CSU agrees to include the following statement which will be attributed to Teamsters 2010: "You are represented by Teamsters 2010, our Union consists 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 by contacting your local representative. <https://teamsters2010.org/join-the-teamsters/>." 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 Teamsters 2010 Bargaining Unit Employees to complete "onboarding," the campuses shall provide the times and locations to Teamsters 2010's campus chapter (care of Teamsters 2010 staff and/or Teamsters 2010 Steward).

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 Teamsters 2010 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 in this agreement is intended to undermine or discourage campus and local Teamsters 2010 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 Teamsters 2010.

ADDITIONAL TERMS

14. 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.