

**Memorandum of Understanding
Regarding Mitigation of Layoffs at California State University, East Bay**

1. Introduction

The California State University (“CSU”), California State University, East Bay (“CSUEB”) and the California State University Employees Union, SEIU Local 2579 (“CSUEU” or “Union”), also known collectively as the parties, enter into this Layoff Mitigation agreement. This agreement only applies to the CSUEU layoffs at CSUEB that were announced to CSUEU on February 16, 2010, and shall not set a precedent for other CSU campuses or amend or modify the Collective Bargaining Agreement (“CBA”) between the parties.

2. Fee Waivers

2.1. Effective July 1, 2010, employees on a reemployment list who are no longer working at CSUEB shall, pursuant to Article 24.34, be allowed to attend a maximum of three (3) courses or twelve (12) units, whichever is greater, at CSUEB for the Fall 2010, Winter 2011 and Spring 2011 quarters. For the remaining four (4) years the present CBA language will govern the number of courses these employees may take. All other requirements of Article 24.34 shall apply to such requests. Dependents of these employees shall not be eligible for fee waiver.

3. Labor Management Committee

3.1. In accordance with Article 27, within thirty (30) days of the execution of this Agreement, the parties shall establish a local labor-management committee to discuss the implementation of layoff at CSUEB. Topics may include training programs, retreat rights, voluntary programs to avoid layoffs, workload, recall from layoff, and job clearinghouse issues. The provisions of Articles 27.1, 27.2, 27.3 and 27.4 will govern this committee except that the number of participants beyond six shall be determined by mutual agreement five working days in advance of the meeting. The committee shall normally meet once a month and hold a second meeting if necessary to cover holdover agenda items.

4. Reassignments and Retreat Rights

4.1. Employees assigned to new positions as a result of the layoff announced on February 16, 2010, shall receive their new job descriptions as outlined in Article 17.9. To assist in a successful transition, CSUEB will provide the necessary training appropriate to any newly assigned job duties or equipment, pursuant to Article 22.2 and will facilitate a meeting with the administrator and the employee to review and discuss job duties, expectations, and training.

4.2. Pursuant to Article 18, Section 18.2, employees shall receive at least twenty-one (21) days notice of any change in their permanent work schedule.

4.3. Employee evaluations for employees who are reassigned or who choose to exercise retreat rights shall be pursuant to Article 10.2, whereby, “Employee evaluations

should acknowledge changes affecting employee's position that have occurred since the last evaluation."

5. Job Clearinghouse

5.1. CSUEB shall post all vacancies on the CSUEB and CSU Careers websites (<http://csucareers.calstate.edu/>) and provide information regarding the location and use of the CSU Job Clearinghouse for laid-off employees pursuant to Article 24, Section 24.31. Upon request of a laid-off employee, CSUEB shall facilitate and provide assistance, for accessing internet job postings and provide e-mail access to assist them in their job search.

5.2. Employees that apply for employment opportunities through the Job Clearinghouse shall indicate on their application that they have been laid-off and the classification from which they were laid-off. Pursuant to Article 24, Section 24.31, the Campus may not fill a vacancy without ascertaining whether such an employee or former employee has applied. If such an employee has applied for a vacancy, his/her application shall be considered.

6. Temporary Employment

6.1. Employees on a reemployment list may be offered temporary employment on the campus which may include temporary training assignments. Such temporary employment shall not be considered as an offer of return to work, nor shall it diminish any employee rights under Article 24 of the contract.

7. Workload and Assignments

7.1. The LMC shall discuss any concerns raised by employees regarding unreasonable workload expectations as a result of budget cuts and layoffs.

8. Work Jurisdiction

8.1. Pursuant to Article 3, Section 3.2, CSUEB shall not contract out any work that causes the displacement of CSUEU-represented employees.

8.2. Pursuant to Provision 17.13, CSUEB will not increase the number of student assistants' hours and the number of administrators in a department undergoing layoff for the purpose of performing bargaining unit work.

9. Professional Development

9.1. Pursuant to Provision 22.1, laid-off employees may submit a request for training and development to the appropriate administrator.

9.2. Pursuant to Article 22, Provisions 22.10 through 22.13, laid-off or reassigned employees may request an opportunity to participate in any free training that is offered to current campus employees.

10. Enforcement

10.1. This Agreement shall be enforced through the Grievance Procedure of the Collective Bargaining Agreement between the CSUEU and the CSU.

11. Term of the Agreement

11.1 Upon signing, this agreement shall be in effect until such time as all employees have been restored to the pre-layoff time base and/or pay plan, or the expiration of the reemployment list, whichever is earlier.

12. Withdrawal of ULP

12.1 In consideration for the above, CSUEU agrees to withdraw the following ULP: LA-CA-1106-H arising out of the proposed layoffs.

13. Full Agreement

13.1. By agreeing to the above, the parties acknowledge that CSUEB has fulfilled its meet and confer obligations under Article 24.2 of the Collective Bargaining Agreement.

FOR CSU

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