

Memorandum of Understanding Regarding the Mitigation of Layoffs at CSU East Bay

The California State University, East Bay, ("East Bay") and the California State University Employees Union, SEIU Local 2579 ("CSUEU" or "Union"), also known collectively as the parties, enter into this agreement on the implementation of voluntary reduced work time programs ("voluntary programs") to mitigate the impact of layoffs on Bargaining Units 5, 7, and 9 at the California State University, East Bay. This agreement shall not amend or modify the Collective Bargaining Agreement ("CBA") between the parties.

Overview of Voluntary Work Time Reduction Programs

1. The *voluntary programs to avoid layoff* that are described in Provisions 24.32-24.34 may also be referred to "voluntary work time reduction programs", "VWTRPs" or "voluntary programs".
2. Employees may apply for participation in VWTRPs from the date of notification of layoff to the CSUEU or to laid-off employees, up to the effective date of the layoff.
3. Employee participation in VWTRPs shall be approved or denied by East Bay in accordance with its operational needs and in accordance with its management rights under provision 3.1.
4. An employee who is approved for voluntary programs shall be provided with a *Voluntary Work Time Reduction Program Agreement* specifying:
 - a. Employee name
 - b. Job Classification and Skill Level (if applicable)
 - c. Start date
 - d. End date (if applicable)
 - e. Option for renewal (if applicable)
 - f. Specific changes in employment status (including pay and benefits)
 - g. The specific changes in work schedule
 - h. Employee signature acknowledging understanding and acceptance of the terms of the VWTRP.
 - i. Management signature and date.

This applies to all applicable agreements signed between February 16, 2010, and the June 30, 2010 proposed effective date of the layoff.

Impacted Employee Participation

5. Full time permanent employees who did not receive a layoff notice, but did receive a lateral reassignment letter to another full time position, and who occupy a position that is being reduced in time base or moved to a 10/12 or 11/12 pay plan, may remain in their position if they voluntarily accept the time base or pay plan change offered to them by East Bay. Employees who voluntarily accept the time base or pay plan change offered to them by East Bay will remain at the time base or reduced pay plan offered on an on-going basis as required by the CSU. These employees will be placed pursuant to Article 24.28 on the layoff reemployment list for five (5) years. They will have no limit on the number of refusals.

6. Full time permanent employees who have received a layoff notice and were provided the option of either a part time position or a 10/12 or 11/12 time base position or the right to retreat to a former position, and who choose the option of a reduction in time base or pay plan, will be placed pursuant to Article 24.28 on the recall list for five (5) years or until they have been provided and declined two (2) offers to return to a full-time position in the same job classification.
7. Full time permanent employees who received a layoff notice with the option to accept a reduced time base or pay plan in their existing job classification or retreat to a former position and who are approved for a voluntary reduction will be placed pursuant to Article 24.28 on the layoff recall list for five (5) years or until they have been provided and declined two (2) offers to return to a full-time position in the same job classification.

Other Non-Impacted Campus Employees Wishing to Voluntarily Reduce Their Time

8. Full time permanent employees who have not received a layoff notice and do not occupy a position that has been identified for a time base or pay plan reduction who are approved for a voluntary reduction may participate in voluntary reduction programs for a maximum of one (1) year at a time, after which the employee may return to their prior time base, unless ended sooner or extended by mutual consent.

Campus Termination of Participation in Voluntary Program

9. All employees participating in VTWRPs may be recalled from participation in VTWRPs based upon the operational needs of the campus. Employees recalled from VTWRPs will be provided 21 days advanced written notice in accordance with Provision 18.2 and provide with a revised position description as appropriate in accordance with Provision 17.9.

Miscellaneous

10. East Bay will provide VWTRP agreements to CSUEU upon request. In addition, East Bay will maintain a list of all employees actively participating in VTWRPs.

For the CSU

For the CSUEU
