

MEMORANDUM OF UNDERSTANDING**Regarding Compliance with AB119
NEW EMPLOYEE ORIENTATIONS**

**Between
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS
SOUTHWESTERN CHAPTER 524
and
The SOUTHWESTERN COMMUNITY COLLEGE DISTRICT (COLLEGE DISTRICT)
December 4, 2017**

The passage of Assembly Bill 119 has added requirements for public employers to give access to new employee orientations and provide contact information to exclusive representatives on all bargaining unit members. This Memorandum of Understanding (hereinafter, "MOU") represents the parties' understanding related to the bargaining unit information which CSEA will receive. The MOU is entered into by and between the Southwestern Community College District (hereinafter, "College District") and the California School Employees Association and its Southwestern Chapter #524 (hereinafter, "CSEA")

1. COLLEGE DISTRICT NOTICE TO CSEA OF NEW HIRES

- a. Provide CSEA With Notice of New Hires: The College District shall provide the CSEA with notice of any newly hired employee whose position falls under CSEA's representation, on the 1st and 15th of every month, via electronic mail. The notice shall include full legal name, date of hire, job title, and work location. Should the 1st or 15th fall on a holiday or weekend, notice shall be provided on the following business day or as soon as reasonably possible.
- b. Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, or part time, hired by the College District, and who is still employed. It also includes all employees who are or have been previously employed by the College District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. Information will only be provided on those employees who reasonably may fall under CSEA representation.

2. NEW EMPLOYEE ORIENTATION

- a. Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. Provide CSEA with Access to New Employee Orientations: The College District shall provide CSEA access to its new employee orientations. Such access shall be limited to no more than 15 minutes of the orientation process. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the College District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator, and/or group orientation sessions.

- c. On-boarding orientations may occur at any time subject to College District needs, but will typically occur on the day following the monthly Board meetings if that day is a business day and if new employees are on the Board's agenda. This on-boarding orientation procedure will begin during the Spring term 2018. When more than one employee is on-boarded, the orientation may be a group orientation and CSEA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of CSEA representatives to attend. New employees are not compelled to attend the portion of the orientation accessed or conducted by CSEA.
- d. The College District agrees to hold a minimum of **two (2)** orientation sessions during the academic year. CSEA shall be granted 30 minutes paid release time for one (1) representative, to make a presentation at the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.
- e. The orientation sessions shall be held on College District property.
- f. Upon request of CSEA, during CSEA's orientation session, no College District manager, supervisor, or non-unit employee shall be present.
- g. New Hire Information Packet: The College District shall include the CSEA membership application (and a CSEA-provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the College District for distribution.

3. EMPLOYEE INFORMATION

- a. Provide CSEA With New Hire Contact Information: On the last business day of each month, the College District shall provide to CSEA, via a mutually agreeable secure format, the name and contact information on the new hires, except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the College District.
- b. The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
 - a. First Name;
 - b. Middle Initial;
 - c. Last Name;
 - d. Suffix (e.g. Jr., III);
 - e. Job Title I Classification;
 - f. Department;
 - g. Primary Worksite Name;
 - h. Work Telephone Number;
 - i. Home Street Address (Incl. Apartment #);
 - j. City;
 - k. State;
 - l. ZIP Code (5 or 9 Digits);
 - m. Home Telephone Number (10 Digits);
 - n. Personal Cellular Telephone Number (10 Digits);
 - o. Personal Email Address of the Employee;

- p. Last Four Numbers of the Social Security Number;
 - q. Birth Date;
 - r. Employee ID;
 - s. CalPERS Status; ("Y" if in CalPERS /" N" if not in CalPERS)
 - t. Hire Date.
- c. Periodic Update of Contact Information: The College District shall also provide CSEA with a list of all bargaining unit members' names and contact information described above on, or within three (3) business days of, the last working day of September, January, and May. The information shall be provided to CSEA, via a mutually agreeable secure FTP site or service.
- d. The home addresses and telephone numbers of the College Police Officers and Campus Service Officers in the Bargaining Unit of Southwestern Chapter 524 will not be provided and will be exempt from the required information.

4. GRIEVANCE AND ARBITRATION PROCEDURE

Any disputes arising under this agreement will be resolved through the grievance process. If compulsory interest arbitration, as required by AB 119 (2017) becomes necessary, the parties shall mutually select an arbitrator for this purpose. Arbitration costs will be equally split between the College District and CSEA.

5. **SAVINGS CLAUSE:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the College District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article may be opened for negotiations within thirty (30) days of the invalidation.

6. DURATION

This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically if not reopened in writing by either party prior to renewal. This agreement will go into effect subject to the ratification of both parties and shall not have retroactive effects.

Signed this 4th day of **December 2017**.

For CSEA and its Southwestern Chapter 524:

Matt Millus, CSEA Chapter 524 President

For the College District

Robert A. Unger, Esq.
Vice President for Human Resources

Joni Collin, CSEA Labor Representative