

## MEMORANDUM OF UNDERSTANDING

Between the

California School Employees Association and Its Santa Barbara CC Chapter 289 (“CSEA”)

And the

Santa Barbara Community College District (“District”)

Whereas, the passage of Assembly Bill 119 has added sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3, creating new legal requirements around notice of new hires, exclusive representative access to orientation sessions, and provision of contact information for new and current employees.

Whereas, AB 119 did not establish the structure, time, and manner of CSEA’s access to employees during the onboarding process but instead requires the parties to negotiate over such access by the exclusive representative.

The parties agree to the following;

### 1. DEFINITIONS

- a. “Newly Hired Public Employee” means any employee, whether permanent, temporary, full time, part time, or seasonal, hired by the District, represented by CSEA, and who is employed as of the date of the new employee orientation. The definition includes employees rehired by the District and employees reorganized into a position within the classified service where their prior position was outside the bargaining unit.
- b. “New Employee Orientation” means the onboarding process of a newly hired 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 matter.

### 2. DISTRICT NOTICE TO CSEA OF NEW EMPLOYEE ORIENTATION AND CSEA’S MANDATORY ACCESS

- a) The District shall provide CSEA not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable. The District agrees to provide the full legal name, date of hire, classification, and site for each new employee required to attend the orientation.
- b) In the event the District conducts a group, and/or a one on one orientation CSEA shall be provided the last fifteen (15) minutes of uninterrupted time to address newly hired classified employees during the orientation.
- c) CSEA shall have one (1) hour of paid release time for one (1) CSEA representative or two (2) when training, the Chapter President or designee, to conduct the orientation session. This 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 session.

- d) The orientation session shall be held on District property during the workday of the employee (s), who shall be on paid time.
- e) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employees. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

### 3. EMPLOYEE INFORMATION

- a) The District shall provide CSEA with contact information for all employees. The contact information for new employees will be provided to CSEA electronically via a mutually agreeable secure service, within 30 days of hire or by the first pay period of the month following the hire date whichever comes first. Contact information for all employees in the bargaining unit will be provided to CSEA electronically via a mutually agreeable secure service, at least every 120 days, on the last working day of September, January, and May.
- b) This contact information shall include the following items, with each item in a field in its own column: Employee ID number; legal last name; legal first name; middle initial; job title; department; work location; home street address (incl. Apartment #); City; State; Zip Code; work, home, and personal cellular telephone numbers; and personal email addresses on file with the employer; Cal PERS status.
- c) Employee contact information shall be provided subject to all provisions found in Government Code 3558 and 6207.

### 4. GRIEVANCE/ARBITRATIONS

- a) If either party claims the other is violating this MOU, the merits of such dispute shall be resolved in either court, interest arbitration, or PERB with the forum to be selected by the District. If the District wishes, the arbitrator shall have authority to direct the losing party to pay the entire fee of the arbitrator. This enforcement mechanism is not precedent-setting and agreed to solely due to the unique circumstances of an AB 119 agreement and therefore may not be cited in any future negotiations between the parties.
- b) "Grievant" shall only be CSEA and its Santa Barbara City College Chapter #289.
- c) "Grievance" shall not require the individual or group of employees to be harmed or adversely affected.

### 5. DURATION OF AGREEMENT

- a) Term: This Agreement shall remain in full force and effect from the date signed by the parties through June 30, 2022 and shall be automatically renewed from year to year unless either party

serves written notice upon the other between March 1 and April 1, 2021, or any subsequent anniversary date, of its desire to modify the Agreement.

- b) Savings Clause: If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

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Elizabeth Auchincloss  
Chapter President  
Chapter #289

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Paul Bishop  
Vice President  
Santa Barbara Community College District

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Mark Moore  
Labor Relations Representative  
California School Employees Association

03/12/2019  
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Date