

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
SAN JOAQUIN DELTA COLLEGE CHAPTER #359**

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Joaquin Delta Community College District (hereinafter, "District") and the California School Employees Association and its San Joaquin Delta College Chapter #359 (hereinafter, "CSEA"). This MOU supersedes the MOU between the District and CSEA effective January 1, 2017 regarding CSEA access to new hires during new hire orientation.

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

a. The District shall provide CSEA notice when an employee is hired into a position included in the bargaining unit, within thirty (30) days of date of hire via CSEA secure FTP site, which will include the following items:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Home Street Address (Incl. Apartment #);
- ix. City;
- x. State;
- xi. ZIP Code (5 or 9 Digits);
- xii. Home Telephone Number (10 Digits, (if disclosed by employee));
- xiii. Personal Cellular Telephone Number (10 Digits), (if disclosed by employee);
- xiv. Personal Email Address of the Employee, (if disclosed by employee);
- xv. Employee ID;
- xvi. Hire Date;

b. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

**2. EMPLOYEE INFORMATION**

a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the

employees' employee status changed as such that the employee was placed in the CSEA unit.

b. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information on or before the last working day of September, January, and May. The information shall be provided via CSEA secure FTP site, which will include the following items:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title / Classification;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Home Street Address (Incl. Apartment #);
- ix. City;
- x. State;
- xi. ZIP Code (5 or 9 Digits);
- xii. Home Telephone Number (10 Digits), (if disclosed by employee);
- xiii. Personal Cellular Telephone Number (10 Digits), (if disclosed by employee);
- xiv. Personal Email Address of the Employee, (if disclosed by employee);
- xv. Employee ID;
- xvi. Hire Date;

### 3. **NEW EMPLOYEE ORIENTATION**

a. "New Employee Orientation" means the onboarding process of newly hired bargaining unit employees, 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. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance of orientation; however, when the District in its sole discretion determines that there is an urgent need critical to the District's operations that was not reasonably foreseeable, the District may provide a shorter notice to the CSEA Chapter President or designee in advance of orientation.

- i. In the event the District conducts a group orientation, CSEA shall have forty-five (45) minutes of paid release time for two (2) CSEA representatives, which can include the Chapter President or his/her designee(s), and/or the CSEA Labor Relations Representative.
- ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one

(1) CSEA representative, which can include the Chapter President, his/her designee, or the CSEA Labor Relations Representative.

- c. The orientations session shall be held on District property, during the workday of the employee(s), who shall be on paid time.
- d. During the CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

**4. DURATION**


- a. This Agreement shall become effective March 1, 2018, and shall continue in effect up to and including February 28, 2021, and renew automatically if not reopened in writing by either party prior to renewal.
- b. 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 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 shall be opened for negotiations within thirty (30) days of the invalidation.

For the District:

For CSEA:

 5-17-18  
\_\_\_\_\_  
DeAnna L. Solina, Esq. Date  
Vice President of Human Resources  
& Risk Management

 5/17/18  
\_\_\_\_\_  
Connie Martinez Date  
President, CSEA Chapter 359

 5/17/2018  
\_\_\_\_\_  
Dr. Kathleen Hart, Ph.D. Date  
Superintendent/President

 5/17/18  
\_\_\_\_\_  
Carol Black Date  
CSEA, Labor Relations Representative