NEW EMPLOYEE ORIENTATION
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
NEVADA UNION HIGH CHAPTER #165 (CSEA)
AND THE
NEVADA UNION HIGH SCHOOL DISTRICT (DISTRICT)

COMMENTS

The parties enter into this MOU in order to implement the provisions of AB 119.

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

   a) The District shall provide CSEA notice of any newly hired classified employee into a
      bargaining unit position, within ten (10) school business days of date of hire, via an
      electronic mail. Notification shall include the following information: full legal name,
      Board Approval date, date of hire/start date, classification, scheduled hours and site.

2. EMPLOYEE INFORMATION

   a) “Newly hired employee” or “new hire” means any classified employee, whether
      permanent, full time, part time, hired by the District into a bargaining unit position, and
      who is still employed as of the date of the 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
      employee’s employee status changed such that the employee was placed in the CSEA
      unit.

   b) The District shall provide CSEA with contact information on the new hires. The
      information will be provided to CSEA electronically via a mutually agreeable secure FTP
      site or service, on the last working day of the month in which they were hired. This
      contact information shall include the following items, with each field in its own column:

      i. First Name;
      ii. Middle initial;
      iii. Last name;
      iv. Suffix (e.g. Jr., III)
      v. Job Title;
      vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home Street address (incl. apartment #)
x. City
xi. State
xii. ZIP Code (5 or 9 digits)
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);
xv. Personal email address of the employee;
xvi. Employee ID;
xvii. CalPERS status (Y/N);
xviii. Hire date.

c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home Street address (incl. apartment #)
x. City
xi. State
xii. ZIP Code (5 or 9 digits)
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);
xv. Personal email address of the employee;
xvi. Employee ID;
xvii. CalPERS status (Y/N);
xviii. Hire date.

d) Public Records Act: Newly hired employees may, in accordance with the Public Records Act (PRA), request not to have their home address, home telephone number, personal cellular telephone number, and birth date provided to their exclusive representative. Under the PRA, this personal information is not open to public disclosure, but is open to the exclusive representative, unless the employee affirmatively requests otherwise. (County of Los Angeles v. Los Angeles County Employee Relations Commission
3. NEW EMPLOYEE ORIENTATION

a) "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) The District shall provide CSEA with 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 District’s operations that was not reasonably foreseeable.

c) To ensure compliance with the access provisions of AB119, the District and CSEA agree to the following procedure:

i. The parties agree that on every third Thursday of a calendar month the District shall hold a mandatory orientation. The District and CSEA shall conduct a group orientation with newly hired employees. The group orientation shall take place at 7am in the District office conference room. The orientation shall have thirty (30) minutes District time and thirty (30) minutes CSEA time. All new employees shall be granted up to one (1) hour of paid time to attend the group orientation session. CSEA shall have one (1) representative on paid release time to conduct the orientation session.

ii. If an extenuating circumstance occurs that prevents a newly hired employee from attending the group orientation session, the District and CSEA shall meet to find a mutually agreeable alternative.

d) The District shall include a CSEA membership application and a copy of the collective bargaining agreement between the District and CSEA in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution by July 1 of each year.

e) During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.
f) Attendance at the CSEA portion of the new employee orientation is voluntary. The District will not encourage employees to refuse participation in the CSEA orientation. New employees will need to notify CSEA of their intent to not participate. If employees elect not to participate in the CSEA orientation, they shall only be paid thirty (30) minutes of the one (1) hour paid time.

4. DURATION OF AGREEMENT

a) **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 unless incorporated into the CSEA collective bargaining agreement before that time. The provisions of this Agreement shall remain in effect until the negotiation of successor language is completed. In the event an agreement is not reached within sixty (60) days after the demand to negotiate successor language, either party can make a demand for interest arbitration.

   i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

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.
Louise Johnson  
Nevada Union High School District  

1-22-18  
Date  

CSEA  

1-22-18  
Date  

CSEA Labor Representative  

1/22/18  
Date