

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COAST COMMUNITY COLLEGE DISTRICT
AND THE
COAST FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4794**

TEMPORARY EMPLOYEE TRANSITION PLAN

***Revised May 7, 2019**

WHEREAS, Section 7.2 of the 2017-2019 District/CFCE Bargaining Agreement ("Agreement") excludes from the bargaining unit temporary employees, specifically those performing services for the District on an hourly basis and designated as short-term employees, substitutes, apprentices, professional experts, and student assistants; and

WHEREAS, the parties acknowledge that under Education Code Section 88003, substitute and short-term employees may not be employed and paid for more than 75-percent (195 days) of a college year inclusive of holidays and leaves; and

WHEREAS, the parties agree that under Section 7.2E of the Agreement, 75-percent (195 days) of a college year, inclusive of holidays and leaves, for short-term employees is defined as no more than 160 duty days in a fiscal year; and under Section 7.2A of the Agreement, no more than 50-percent of a fiscal year (26 weeks or 130 duty days) for substitutes working in a vacancy, and no more than 160 duty days for substitutes taking the place of a classified employee on leave; and

WHEREAS, the parties have mutually identified an interest in assisting short-term employees by providing them with the opportunity and resources necessary to realize their pursuit of employment in a classified position within the CFCE bargaining unit.

THEREFORE, in good faith, the parties agree to implement the following terms:

1. This MOU shall apply only to "Qualified Temporary Employees," defined as short-term employees who have rendered competent and satisfactory services to the District during the 2016-2017, 2017-2018, and 2018-2019 fiscal years.
2. **This MOU shall apply only to Qualified Temporary Employees who have not had a break in service after July 1, 2019 for greater than 12 months.***
3. The District shall develop, in consultation with CFCE, criteria by which Qualified Temporary Employee applicants for vacant classified positions will be screened and scored using a sliding scale of point factors based on years of service to the District.
4. Qualified Temporary Employees shall be eligible to participate, at no cost, in training, coaching, resume writing, and interview preparation workshops to be offered by District Human Resources, including "Hire Me" workshops, which shall be offered in both English and Spanish.

- 5. Qualified Temporary Employees shall be entitled to attend those District-conducted workshops, enumerated above, during District-paid time, not to exceed the length of the workshop and reasonable travel time.
- 6. Qualified Temporary Employees shall be entitled to notice and an opportunity to submit an application for the open recruitment of vacant classified positions, identified by the District and for which the Qualified Temporary Employee meets the minimum qualifications for the position.
- 7. District Human Resources shall send weekly notices to all District personnel, via the District mail system, with a list of all open vacancies. All open positions will also be publicly available on the District website for application. Hiring managers shall notify classified and short-term employees within their department of all classified vacancies once they are posted.
- 8. Qualified Temporary Employees shall not be entitled to automatic appointment into vacant classified positions, but shall be entitled to preference in the screening process for recruited positions, including guaranteed participation in first- and second-level interviews.

The parties acknowledge the District's continuing legal obligation to comply with statewide recruiting requirements under Section 53021 of Title 5 of the California Code of Regulations. Nothing in this MOU is intended to, nor may be interpreted to, waive or otherwise diminish the District's managerial prerogative to manage and direct its workforce, including the assignment, recruitment, hiring, retention, discipline, and dismissal of its employees.

With the implementation of this MOU, the parties agree that all disputes, past and present, related to the District's historical employment practices for short-term ("hourly") employees will be fully resolved.

It is further understood and agreed that this MOU shall sunset and have no force or effect after June 30, 2022.

COAST COMMUNITY COLLEGE DISTRICT

COAST FEDERATION OF CLASSIFIED
EMPLOYEES

 9/7/19
Dr. Marco Baeza, CCCD Chief Negotiator/Date

 5-7-19
Connie Marten, CFCE Chief Negotiator/Date

 15/15/19
Dr. Lorraine Prinsky, Board President/Date