

**NEW EMPLOYEE ORIENTATION  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLACER ASSOCIATION OF CERTIFICATED EDUCATORS (PACE)  
AND THE  
PLACER COUNTY OFFICE OF EDUCATION (PCOE)**

**COMMENTS**

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

**1. PCOE NOTICE TO PACE OF NEW HIRES**

- a) The PCOE shall provide PACE notice of any newly hired certificated 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, date of hire, classification, scheduled hours and site.

**2. EMPLOYEE INFORMATION**

- a) “Newly hired employee” or “new hire” means any certificated employee, whether permanent, full time, part time, hired by the PCOE 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 PCOE and whose current position has placed them in the bargaining unit represented by PACE. 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 PACE unit.
- b) The PCOE shall provide PACE with contact information on the new hires. The information will be provided to PACE Headquarters 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. Hire date.

c) **Periodic Update of Contact Information:** The PCOE shall provide PACE with a list of all bargaining unit member's names and contact information on the last working day of September, January, and May. The information will be provided to PACE 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. Hire date.

### **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) To ensure compliance with AB119, the PCOE and PACE agree to the following procedure:

- i. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The PCOE shall provide the notice referenced in section 1(a) above.
  - ii. Within thirty (30) days of the new hire's start date, PACE shall have thirty (30) minutes of paid release time during their normal work hours for one (1) PACE representative, either the Chapter President or designee, to conduct a PACE orientation session with the new hire. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.
  - iii. At least five (5) work days prior to PACE's employee orientation meeting, PACE shall provide the specified PCOE Human Resources Department designee with the name of the employee, the date, time, and the location of the PACE employee orientation meeting.
  - iv. If travel is required to conduct the PACE orientation session, travel time shall also be on paid release time and shall not count towards the thirty (30) minute PACE orientation session with the new hire.
  - v. The PACE Labor Relations Representative may also attend the orientation session.
- c) The PCOE shall include a PACE membership application and a copy of the collective bargaining agreement between PCOE and PACE in any employee orientation packet of PCOE materials provided to any newly hired employee. PACE shall provide the copies of the PACE membership applications to the PCOE for distribution.
  - d) The orientation session shall be held during the workday of the employee(s), who shall be on paid time. If the orientation session cannot be held during the employee(s) workday, the PCOE and PACE shall meet to identify an appropriate time. The thirty (30) day window shall be extended if necessary.
  - e) During PACE's orientation session, no PCOE manager or supervisor or non-unit employee shall be present.

#### **4. DURATION OF AGREEMENT**


- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through December 31, 2022 unless incorporated into the PACE 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 December 31, 2022.
  
- 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 PCOE, 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.

  
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PLACER COUNTY OFFICE OF EDUCATION

9.20.21  
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Date

  
\_\_\_\_\_  
PACE

9/21/2021  
\_\_\_\_\_  
Date