

**Agenda Item Details**

Meeting	Mar 13, 2018 - GB Regular Meeting
Category	15. CONSENT CALENDAR
Subject	15.18 Approval of Memorandum of Understanding with California School Employees Association, Chapter 524
Access	Public
Type	Action
Recommended Action	Approve MediFit Memorandum of Understanding.

Public Content

Submitted by: Robert A. Unger, Esq., Acting Vice President for Human Resources

OVERVIEW

The California School Employees Association (CSEA) and its Chapter 524 and the Southwestern Community College District reached the enclosed Memorandum of Understanding (MOU) with respect to the District's Wellness Center Management Agreement with MediFit Community Services.

The CSEA Bargaining Unit and its Chapter 524 processed the MOU in accordance with its internal Policy 610 Ratification Notice and Bylaws and voted to ratify the MOU on February 23, 2018.

The Memorandum of Understanding is submitted for approval by the Southwestern Community College District Governing Board.

01-18-18 MOU - MediFit.pdf (485 KB)

Motion & Voting

Approve MediFit Memorandum of Understanding.

Motion by Rudolph Villegas, second by Tim Nader.

Final Resolution: Motion Carries

Aye: Nora Vargas, Tim Nader, Griselda Delgado, Norma Hernandez, Roberto Alcantar, Rudolph Villegas

MEMORANDUM OF UNDERSTANDING
Between the
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 524

January 18, 2018

By this Memorandum of Understanding ("MOU"), the California School Employees Association and its Chapter 524 ("CSEA") and the Southwestern Community College District ("District") agree to the following with respect to the District's Fitness Center Management Agreement ("Management Agreement") with MediFit Community Services, LLC ("MediFit").

Recitals

1. On July 12, 2016, the District's Governing Board entered into a Management Agreement with MediFit for the period from July 13, 2016 to July 12, 2021 (the "Period"), to operate the District's Wellness Center as a "teaching health center" with a priority on academic, instructional, and educational uses and supplemented by an emphasis in community and business stewardship. In the event that the District and MediFit modify the Management Agreement without changing any terms that affect the staffing of bargaining unit and non-bargaining unit employees at the Wellness Center, this MOU will apply to the modified Management Agreement.
2. Under the Management Agreement, the District and MediFit will operate the Wellness Center to provide opportunities for improving health and wellness for students, faculty and staff through the expertise that comes from MediFit's professional experience in the health/fitness industry, and creating a community-centered, high-value operation for currently-unserved South Bay community members and offered at comparable market rates.
3. In January 2017, CSEA filed an unfair practice charge ("Charge") (PERB Charge No. LA-CE-6205-B) against the District relating to the staffing of positions in the Wellness Center under the Management Agreement. The Charge alleged that the District did not negotiate the decision and/or effects related to its approval of the Management Agreement.
4. The Parties have met on several occasions and have, through this MOU, negotiated all presently known issues within the scope of bargaining relating to the Management Agreement. In exchange for the promises contained herein, CSEA agrees to immediately file with PERB a request to withdraw the Charge with prejudice.

Agreement

1. The recitals above are agreed upon and incorporated herein by reference.
2. Effective Period. This MOU with respect to the staffing of the Wellness Center shall continue in effect unless the Management Agreement and any extensions thereof cease to be effective ("Effective Period"). This is to promote stability in business relations and to allow for a settling of Wellness Center operations. The District will give advanced written notice to CSEA at least nine (9) months before the expiration of the Effective Period. Either party may give notice of its intent to reopen negotiations regarding the staffing of the Wellness Center on or before the 180th day prior to the end of the Effective Period. If notice is not provided, the Effective Period shall be extended for the duration of any new management agreement reached between the District and the Wellness Center manager(s)/operator(s).
3. Staffing. The Parties agree that the positions listed below are appropriately filled by employees in the classified bargaining unit, and that staffing levels are within the District's sound discretion. To promote labor relations and to address operational questions, the Parties acknowledge that the District will utilize the following initial staffing levels for bargaining unit positions in the Wellness Center, to be phased in upon opening of part(s)/all of the Wellness Center's operations:
 - a. Clerical Assistant 1.
 - i. At the commencement of MediFit beginning to provide management services for the community health club aspect of the Wellness Center, the District will staff at least 2.65 FTE in the Clerical Assistant 1 position (which will include reception duties). The Parties acknowledge that incidental reception duties may be covered by non-unit member employees during meal breaks, rest breaks, and other instances where the incumbent unit member is briefly unavailable. As needed, District may staff the Clerical Assistant 1 position before management services commence at the FTE level determined appropriate by the District.
 - b. Custodial Assistant -- Health Club.
 - i. At the commencement of MediFit beginning to provide management services for the community health club aspect of the Wellness Center, the District will staff at least 2.5 FTE in the Custodial Assistant -- Health Club position. As needed, District may staff the Custodial Assistant -- Health Club position before management services commence at the FTE level determined appropriate by the District. The Parties will finalize the job description for this position and it will be submitted for classification review.

c. Health Club Technician.

- i. At the commencement of MediFit beginning to provide management services for the community health club aspect of the Wellness Center, the District will staff at least 0.5 FTE in the Health Club Technician position. As needed, District may staff the Health Club Technician position before management services commence at the FTE level determined appropriate by the District. The Parties will finalize the job description for this position and it will be submitted for classification review.

d. Lifeguard.

- i. At the commencement of MediFit beginning to provide management services for the operation of the pool for the Wellness Center, the District will staff at least 3.0 FTE in the Lifeguard position. As needed, District may staff the Lifeguard position before management services commence at the FTE level determined appropriate by the District. If the Lifeguard services are needed with enough frequency to justify the addition of another part or full-time Lifeguard, the District will increase the 3.0 FTE accordingly. The Parties will finalize the job description for this position and it will be submitted for classification review.

e. All Other Positions.

- i. The Parties acknowledge that there will be other persons assigned to work at the Wellness Center, including part-time, full-time, academic, student workers, confidential, management, and MediFit employees. CSEA acknowledges that this MOU resolves all known bargainable issues related to the Management Agreement and the District's use of a third-party to manage/operate the Wellness Center.

f. Other Staffing Concerns

- i. Substitutes / Extra Duty / Holidays. When openings for substitute positions or opportunities for additional hours occur, the District will first fill the openings with available District classified employees. However, the District may decline to allow a classified employee to substitute, perform extra duty work, or holiday work if doing so may result in overtime for the employee. If either party has concerns about how substitutes are being used, or extra duty or holiday work is being assigned, the Parties will meet and consult regarding such concerns.
- ii. Holiday Assignments. Pursuant to Education Code, the District will provide holiday pay to unit members who are not working

exclusively on weekends and/or holidays. The District may utilize substitutes as needed to staff Wellness Center positions during vacations, holidays, or other times when unit members are absent from performing their duties. The District shall comply with California Education Code 88003 at all times.

- iii. Student workers. The District reserves the right to hire hourly student workers and Federal work study students to assist classified employees in order to allow students opportunities for employment and career training.
- iv. At no times shall MediFit, or its employees have managerial authority over CSEA bargaining unit members.

4. Scheduling.

- a. Shift Scheduling. The Parties agree that the District shall have discretion to establish the hours and shifts of unit members assigned to the Wellness Center, including the establishment of weekend and/or holiday positions/classifications.
- b. Parties agree that the work years for employees assigned to the Wellness Center may need to be individualized and determined based upon the needs of the operation, and in some cases, may not directly coincide with the work years of their peers.
- c. The Parties agree that scheduling for the positions identified above will be performed by a District manager.
- d. The Parties agree that, on an incidental basis, MediFit employees may perform operational tasks during rest, lunch or other breaks taken by bargaining unit members that would otherwise be performed by the respective bargaining unit members.

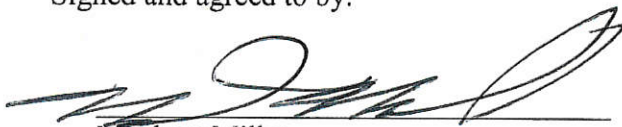
5. Supervision/Evaluation. The Parties agree that the District will ensure that an appropriate supervisor and/or evaluator is assigned to each classified employee working at the Wellness Center. Such employees will remain subject to evaluation and other employment action in accordance with the CSEA collective bargaining agreement and District Policies and Procedures.

6. Reductions in Force. The Parties acknowledge that this MOU and the Management Agreement is predicated on the successful operations of the Wellness Center by MediFit. The Parties agree that the District retains its rights to implement a reduction in force for any bargaining unit positions described in this MOU if the need for services decreases due to a lack of work or lack of funds. If a reduction in force is implemented, the District agrees that it will not use non-bargaining unit members to perform the jobs previously performed by bargaining unit members.

Complete Agreement The specific, written terms of this MOU constitute the full and complete agreement between the Parties on the subject matter contained in the MOU. Except as provided for in this MOU, the Parties agree to waive and relinquish the right to negotiate over the specific, written terms contained within the MOU. The Parties agree that any changes to the terms of the MOU shall only be effective upon being reduced to writing and signed by the Parties. The Parties acknowledge that it is impossible to describe every possible operational issue which may arise under this MOU and agree that both Parties will abide by the letter and spirit of this MOU. If a new and unanticipated issue arises during the Effective Period of this MOU, either Party may give notice of intent to bargain over such issues, with the question of negotiability to be determined by PERB, if necessary.

This MOU represents a collectively-bargained agreement between representatives from CSEA and the District, both of whom have the proper authority to enter into a binding agreement on the matters set forth herein.

Signed and agreed to by:



Matthew Millus
CSEA President

19 January 2018
Date



Joan Collins
CSEA Labor Relations Representative

1-18-18
Date



Tim Flood
Vice President, Business and Financial Affairs

1-18-18
Date



CSEA



UPRR