Ohlone and CSEA Side Letter of Agreement regarding Interpreters

The parties agree to the following provisions to apply to Staff Interpreters, and govern the Parties' relationship concerning the Interpreting and Accommodations Department, notwithstanding any language in the collective bargaining agreement between CSEA and Ohlone, because of the unique staffing schedule issues of that Department.

CURRENT STAFF INTERPRETERS

Current Staff Interpreters (classified Interpreter I or II) will be given an opportunity to voluntarily change their Full-Time Equivalent (FTE) and/or Work Year (number of months) as follows:

Voluntary Reduction in FTE: A Staff Interpreter may request to reduce his or her own FTE. A Staff Interpreter can request to reduce a 1.0 or other FTE to a lower FTE between .5 FTE and .8 FTE. Pay and benefits will be prorated based on the employee’s FTE status as compared to a full-time employee.

Voluntary Reduction and/or Change in Work Year (number of months): A Staff Interpreter can request to change his/her work-year from 10 months to Academic Year (work when classes are in session).

The discussion of voluntary reduction will occur at the time the current Staff Interpreters meet with his/her supervisor to complete the following fiscal year's duty statement. Voluntary reductions in an employee's schedule will not affect the actual FTE of the position.

REORGANIZATION:

The District will reorganize the Accommodations Department. The reorganization will have two parts: Identification of Lead Interpreters and the hiring of 2 part-time Academic Year positions, subject to the staffing and scheduling flexibility needed by the District.

LEAD INTERPRETERS:

The District will post openings for up to two full-time, 10-month Lead Interpreters with work schedules to be determined by the District, but the two Lead Interpreters will not each work the same schedule and will not be approved for the same days off. The District will develop a job description, which will include the Lead Interpreter who will assist the supervisor with scheduling and coverage issues and will also provide interpreting services in classes as required. The classroom interpreting workload of the Lead Interpreters will be such that they will also be able to provide support services to the department. The District will meet with CSEA to negotiate the job description. The Lead Interpreter position will be placed at a higher range than the Staff Interpreter II positions. This will be an internal only process available only to current Staff Interpreters.

2 CLASSIFIED PART-TIME ACADEMIC YEAR POSITIONS:

The District shall complete the hiring process for two (2) part-time Floater positions that are Academic Year with flexible schedules determined by the District (including split-shifts, nights, and weekends) as described in this MOU. CSEA specifically agrees that the District can change the schedules of these two Floater positions to any type of flexible schedule in this Agreement whenever the District determines it is appropriate. These positions will be scheduled based solely on the needs of the District. The work schedules of these positions will be determined semester by semester by the District as determined by the class schedule and DHH student enrollment. The District can change Floater work schedules during the semester to match District need as that is determined by the
District. These positions will fill-in for Interpreters and others as needed, handle walk-in, campus activities, assist with department paperwork and phones, and proctoring duties as needed. If these positions are found to be ineffective or too costly, the District will follow the lay-off process after the end of December 2015. The District reserves the right to schedule temporary work outside the Academic year to cover summer classes if needed and as outlined in Education Code 88002. Pay and benefits will be prorated based on the employee's FTE status as compared to a full-time employee. Changes to work schedules will be made by mutual agreement. If mutual agreement is not reached, the District may make individual adjustments of hours and work days based on department’s need, with at least two weeks notification.

**MAXIMIZATION OF WORK SCHEDULES FOR ALL INTERPRETERS:**
The schedule for student classroom interpreting needs will be developed as soon as feasible before the semester, preferably after priority registration. Work schedules for Staff Interpreters (not including Floaters) will be maximized to provide student classroom interpreting to at least 80% of the Staff Interpreter’s FTE. These required classroom hours will be met by each Staff Interpreter, unless there are not enough classroom interpreting hours required by DHH students to allow the supervisor to schedule this interpreter’s minimum number of classroom hours. When this occurs, the Staff Interpreter will meet with the Director of Accommodations to arrange other types of flexible work schedules. Each employee can be assigned other work in the DSPS Department during time the employee is not performing interpreting services. All parts of this paragraph will apply to all semesters including summer school and intersession, if any.

Staff Interpreters will be fully used in classrooms using the most efficient schedule possible and will have scheduling priority over non-classified interpreters, when feasible and appropriate, if classes covered by staff interpreters are cancelled. The schedule will first use the regular staff interpreters to cover classroom interpreting in an efficient manner, unless an interpreter is determined to lack the qualifications needed to provide effective service to the student(s), or other conditions exist.

**DESCRIPTIONS OF WORK SCHEDULES:**

1. **Work-Week Schedules:** A current Staff Interpreter (regular classified employee) may request any of the following options, which Ohlone will grant if Ohlone determines the option is feasible. The District may assign a new Staff Interpreter to any of the following options:

   a. **4/10 schedule:** is a schedule which is four days of ten hours work each day, paid at the employee’s regular hourly rate, with an unpaid meal break of between 30 to 60 minutes. As the daily work hours of an interpreter is subject to fluctuations, if ratified, the governing board is exempting interpreters on the 4/10 schedule from overtime for workday of 10 hours or less. However, overtime will be paid on this schedule for any work above 10 hours in a single day.

   b. **Split shift:** is a shift with more than a two-hour break in between two work shifts on the same work day. The periods between split shifts shall be unpaid. An interpreter whose assigned shift for the semester contains a split shift shall be paid a split shift differential of 2.5% for that semester.

Split Shift does not include the one-hour break for meal period.
A period between assigned shifts in a day of up to two hours is considered a one-hour meal period and one hour at the employee’s regular rate of pay and is not considered a split shift.

If the assigned shift contains a split shift initially, but the split shift is discontinued or reassigned because of schedule changes, the 2.5% shift differential will be paid for the time during which the employee worked the split shift.

2. Work-Year Schedules:
   a. The District will establish a work year schedule for each staff interpreter based on District’s needs, as per the current bargaining unit contract. Duty statements for current employees will not include summer 2015 assignments, unless elected by the employee.
   b. The District will designate each staff Interpreter position as 11 months, 10 months, or Academic Year positions, which shall be less than 10 months.
   c. The benefits of each such employee will be prorated based on hours worked compared to a full-year employee.

3. Periodic Review: The parties agree to meet and discuss this Side Letter Agreement after the 2015-16 fiscal year cost impact is calculated to consider other options and to determine whether these steps have reduced the annual cost of almost $2 million in excess contribution from the General Fund. This meeting will be held in the month of August 2016.

NON-REGULAR, NON-BARGAINING UNIT INTERPRETERS:
The District reserves the right to employ professional experts, substitutes, short-term interpreters, contract, temporary interpreters and/or other persons not hired as regular classified employees under applicable law, including Educ. Code Sec. 88003, and/or 88003.1; et seq. to provide interpreting services based on the needs of the students, class schedules and the District. Short-term employees will serve at the pleasure of the District and will work a maximum of 19 hours per week during the fiscal year. Short-term employees are not to exceed 195 days in the fiscal year; except that, Short-term employees may exceed the maximum number of work hours of 19 hours when substituting for regular Staff Interpreters absent from duty for any period of time. It is understood, that due to a variety of factors (skill level, schedule of the absent Staff Interpreter, need to backfill) the actual hours of the absent Staff Interpreter might not be wholly covered by one Short-term employee, but spread amongst both Short-terms and Staff Interpreters as necessary.

VACATED POSITIONS OF STAFF INTERPRETERS:
Vacated positions will not be automatically filled; all hiring will be based on a cost-benefit analysis.

The District must maintain its long-standing balance of Staff Interpreters and non-classified (non-bargaining unit) interpreters to maximize flexibility in staffing and scheduling and reduce the cost to the General Fund.

The District is dedicated to having a new model for the delivery of services to DHH Students that will be effective, long-lasting, and fiscally responsible.
By signing below the parties agree to the terms and conditions of this Side Letter Agreement. This Side Letter Agreement supersedes any and all prior TAs, MOUs, or agreements on interpreters to the extent any prior valid agreement is changed by, or otherwise inconsistent with this document. This Side Letter Agreement will be attached to the CSEA contract. In the event of any inconsistency between this Side Letter and the collective bargaining agreement, the terms of the Side Letter Agreement shall prevail. Topics not specifically addressed in this Side Letter Agreement remain unaffected.

For the Employer:
Ohlone Community College District

DATE: 4/24/15

For the Union:
California School Employees Association

DATE: 4/24/15

The Side Letter is not effective until ratified by CSEA members and the Governing Board of Ohlone Community College District. The parties have agreed that the CSEA ratification vote will occur on or before June 1, 2015, and the Ohlone Governing Board ratification vote will occur on or before July 1, 2015.

Revised 4.24.15 3:57PM