

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS HART CHAPTER #349
and the WILLAM S. HART UNION HIGH SCHOOL DISTRICT

This memorandum is entered into between the William S. Hart Union High School District (“District”) and the California School Employees Association and its Chapter 349 (“CSEA”) concerning effects of return-to-workplace employment in light of the COVID-19 pandemic.

Safety

The District shall comply with all mandatory federal, state or local laws, regulations, guidance, orders, or enactments relating to COVID-19.

The District will provide information/training to CSEA bargaining unit employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and will take reasonable steps so that its facilities have the necessary supplies for preventive sanitation measures (such as face coverings, soap and water, disposable towels or tissues, and hand sanitizer).

An employee shall report any unsafe working condition, pursuant to Article 18.1.1 in the CBA. The supervisor will follow up with the employee as to any action taken.

Screening

The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines. If bargaining unit members are required to conduct the screening of students, members of the public, or staff they will be provided proper equipment, and will be trained on how to administer screenings, and on how to properly disinfect the thermometer or other devices utilized for screening.

Safety screenings and any necessary medical examinations of unit members are limited to COVID and shall not be used to inquire into other medical conditions. The Parties agree that should at-work screenings be required, they shall be considered a part of the standard workday. Employees shall not be required to be screened prior to their designated start times, except for self-screenings.

Leaves And General Procedures To Accommodate Impacted Employees

All bargaining unit members are entitled to any leaves permitted by law, the Collective Bargaining Agreement, and any applicable District Policies. The District may allow unit members to use previously accrued leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

The parties agree that any leave regarding HR 6201 will be in compliance with HR 6201 requirements.

Leaves will be authorized where available, including but not limited to the Emergency Paid Sick Leave (EPSL) provided for in HR 6201.

No Loss Of Pay During COVID-19 Related Closures Or Curtailments

In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example, the District will continue to pay bargaining-unit employees even if they are unable to work due to COVID-19-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality, except to the extent they are required to quarantine, in which case use of EPSL (HR 6201) may be required. Nothing in this paragraph limits the discretion of the District to implement reductions in force.

Flexibility In Assignments And Hours

CSEA and the District agree that, due to special needs arising out of the response to the COVID-19 pandemic, commencing August 1, 2020, and until at least December 31, 2020, unit members may be assigned by the District to perform those duties of other classified personnel that the District determines, based on review of unit member's prior work history and job descriptions, that the unit members are capable of performing. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law.

In addition, commencing August 1, 2020, and until at least December 31, 2020, CSEA and the District agree that, due to special needs arising out of the response to the COVID-19 pandemic, the District may adjust unit member hours on 5 working days' notice, unless the unit member and the member's supervisor agree to a shortened notice period. Unit members may also request, and the District may approve, adjustments to unit member hours on a lesser notice period.

Unit members may request, and the District may allow unit members, to perform some or all of their job duties from their homes. There will be no additional expense to the District for the member who chooses to work from home. The District may require medical certification to the extent any request for remote work is made based on medical considerations. If a request for remote work is declined, or if a unit member requests accommodations other than remote work, the District will engage in a dialogue with the unit member regarding accommodations.

Other

The parties agree this MOU is non-precedential, will not bind the parties in any future action whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding of evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

Unless otherwise extended in writing by the parties, this MOU expires on December 31, 2020.

This Agreement becomes final upon ratification of the Association (pursuant to Association Policy 610) and adoption by the District.

Dated: September 15, 2020

FOR THE ASSOCIATION:

Jessica Morrow
Labor Relations Representative
Jessica Morrow

Kathy Hefferon
Chapter President CSEA Hart 349
Kathy Hefferon

FOR THE DISTRICT:

Michael Vierra
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Michael Vierra, Ph.D.