

MEMORANDUM OF UNDERSTANDING
Between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS WILLIAM S HART CHAPTER #349
And the
WILLIAM S HART UNION SCHOOL DISTRICT

The following Memorandum of Understanding ("MOU") reflects the full and complete agreement of the California School Employees Association and its William S Hart Chapter #349 (CSEA) and the William S Hart Union School District (District) (collectively referred to hereafter as "the Parties") regarding filling Bus Assistant positions.

WHEREAS, the Collective Bargaining Agreement ("CBA"), Article XIV, Transfers, Section 14.1, between the CSEA and the District, provides that when a new position is created within the bargaining unit or an existing position becomes vacant with the District intends to fill, the District shall give primary consideration to qualified unit members serving in the same classification in the District. Final selection is within the sole discretion of the District; and

WHEREAS, the Parties agree to clarify the language by which vacant Bus Assistant positions are to be filled, and to provide classified employees in such positions CPR and First Aid certification.

WHEREAS, bus assignment hours are tied to the bus routes and school site needs.

IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. When an existing Bus Assistant position that is less than eight (8) hours becomes vacant that the District intends to fill and the eligibility list is exhausted, the District shall give primary consideration to the next most senior classified employee working less than 8 hours at the same site.
2. Bargaining unit members currently working in a Bus Assistant position will be provided one year from the date this MOU is ratified and adopted to obtain District approved CPR and First Aid certification through the District or other certified programs.
3. New Bus Assistants shall obtain District approved CPR and First Aid certification through the District or other certified programs.
4. This Agreement shall become final upon ratification of the Association membership (pursuant to Association Policy 610) and adoption by William S Hart Union School District Board.
5. Non-Precedential. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint,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 as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

6. Disputes regarding this Memorandum of Understanding shall be resolved via the Collective Bargaining Agreement grievance procedure.

Dated: 10-26-2018

FOR THE ASSOCIATION:


Labor Relations Representative
Jessica Morrow


Chapter President CSEA Hart 349
Kathy Hefferon

FOR THE AGENCY:


Superintendent of Human Resources
Michael Vierra, Ph.D.