

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE BOARD OF EDUCATION OF THE EAST STROUDSBURG AREA SCHOOL
DISTRICT AND THE
EAST STROUDSBURG AREA EDUCATION SUPPORT PROFESSIONAL
ASSOCIATION

WHEREAS, the Board of Education of the East Stroudsburg Area School District (“District”) and the East Stroudsburg Area Education Support Professional Association (“Association”) are parties to a collective bargaining agreement dated July 1, 2022 through June 30, 2026 (hereinafter, the “CBA”).

WHEREAS, the parties desire to renegotiate Appendix A for School Vehicle Drivers of said Collective Bargaining Agreement to expire June 30, 2026;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Association, intending to be legally bound hereby, agree as follows:

1. The Appendix A for **School Vehicle Drivers** will be substituted from the current CBA and read as follows:
 - A. School Bus Drivers
 1. Employee Definitions
 - a. Full-time school bus drivers will select, work, and be paid straight time for either six (6), seven (7), or eight (8) hour days with the exception for Act 80 days. Driver pay will be based on their actual hours bid, plus any compensatory work assigned, based on the value of that work as outlined in the compensation section of Appendix A.
 - b. Seniority will be calculated from the first date of employment as a regular full-time school bus driver and will not include time worked as a substitute driver. Ties in seniority shall be broken at the time of initial employment. With respect to ties in seniority the tie breaker will be by lottery, conducted by the District.
 - c. Stand-by drivers are any full-time driver who did not bid a route and does not have an assigned regular academic run. The District will hire stand-by drivers

to be employed on a full-time, six (6), seven (7), or eight (8) hour day, basis. Stand-by drivers may be utilized at the sole discretion of the District to fill any open run and will be assigned work hours on a daily basis without regard for any other provision of this Section, and without regard to seniority.

- d. A driver's first responsibility is to his/her regularly scheduled daily run(s).

2. Route Definitions

- a. Run: a pattern of stops that include a school building.
 - i. Runs patterns of stops are subject to change at the discretion of the District in consultation with the Association, in order to obtain the Association's input.
 - ii. Regular Academic Runs: Scheduled, recurring, runs that move students to or from schools for regular school day instruction.
 - iii. Activity Runs: Scheduled, recurring, runs that moves students from school[s] after the academic runs have been completed and may include more than one secondary school as part of its pattern.
 - iv. Mid-day Runs: Scheduled, recurring, runs during the school day that move students to or from school.
 - v. Run Segments: A stop or a collection of stops of any academic run that is covered by another driver.
- b. Route: A collection of academic runs established by the district. A driver may include an activity run during the work selection bid process to equal to a six (6), seven (7), or eight (8) hour day.
- c. Trips: non-recurring posted as a one-way or round trip such as, but not limited to field trips, athletic events, transition trips, or extracurricular trips.

d. Extra Work: any uncovered and/or unawarded work including but not limited to:

i. Mid-day runs and Activity Runs

ii. Overflow buses (buses used to supplement another run due to unanticipated ridership)

iii. Lunch Runs (school meal delivery)

iv. Bus washing

v. Bus shuttling between lots and dealerships if mechanics are not available.

e. Open Run: a portion of a regular academic route that was not bid at orientation, vacated, or created runs during the school year.

f. Open Daily Run: a regular academic run that requires coverage when the full-time driver is not available for work and a substitute, stand-by, or contracted driver is not available to cover the route or specific runs.

g. Summer Work: work outside of the traditional school year for bus drivers.

3. Work Selection

a. Work Selection Transportation Calendar Dates: All dates will be based on the board approved official school calendar. Dates may be changed throughout the school year based on inclement weather days.

i. Summer Work Selection Day: Will be held five days prior to the last day of student attendance.

ii. Consultation Day: Four (4) days prior to Route Availability Day.

iii. Route Availability Day: Five (5) business days prior to Orientation.

iv. Drop Day: Shall occur two (2) business days prior to Orientation.

- v. Orientation: Will be held the second Tuesday of August. In the event the first day of student attendance will be held within two weeks of this date, Orientation will be held three (3) Thursdays prior to the first day of student attendance.

b. Selection of Work

i. Bid Process

- i. On Consultation Day, Administration and Bus Driver Association Representatives will meet and discuss the upcoming driver bids. Administration will provide route sheets that accurately describe the runs for the upcoming school year.
- ii. On Route Availability Day, a copy of all runs, including pattern information for the upcoming school year, will be distributed to all full-time CDL school bus drivers.
- iii. On Drop Day, any Route and / or Activity Run given up will be added to the list of available work on Orientation Day.
- iv. At Orientation, each driver will be given an opportunity to elect to continue to drive in the upcoming school year the same route that they drove for the entire previous school year. If a school bus driver opts to continue to drive the same route, it will not be bid for selection at Orientation.
- v. All open and new runs will be evaluated by the district and made available as a package consisting of regular academic runs and will be bid annually at Orientation, by bargaining unit school bus drivers in order of seniority. Any regular academic run that was vacant, vacated, or newly created since the previous bid will be packaged and bid. Activity Runs or Mid-day Runs may also be selected by a driver at the bid but must not cause the driver to exceed an eight-hour day. After the first round of bidding, any package forfeited or left over will be put

back on the table for a second round of bidding. Any package left over or forfeited at the end of the second round will be assigned and bid again in August of the following year.

vi. A school bus driver may forfeit their Activity Run and will also forfeit the hours associated with that run.

ii. Summer Work Bid Process

i. Summer work will be bid on Summer Work Selection Day based on seniority by school bus drivers who signed the summer work list, which shall be posted by the district twenty-one (21) days prior to the last day of student attendance and closed at 5pm seven (7) business days prior to the last day of student attendance. Additional summer work that becomes available will be awarded on a seniority basis to available school bus drivers on the summer work list.

iii. Assignment of Work

i. During the course of the school year Open Runs, will not be bid, but assigned to bargaining unit stand-by drivers, to the extent they are available, then filled at the discretion of the district. Open Runs will be bid the following Orientation.

ii. All Extra Work will be considered a minimum of two (2) paid hours.

a. Extra Work for any workday will be made available to all drivers no later than 6:45 AM that day.

b. Drivers must indicate interest in the Extra Work no later than 7:30 AM that day.

- c. Drivers will select from the available Extra Work in order of seniority with first consideration given to 6 hour, then 7 hour and then 8 hour drivers.
 - d. If Extra Work remains available after all interested drivers have selected work, the same drivers will have the opportunity to select from the remaining available Extra Work as described in (c) above one more time to 6 hour, then 7 hour and then 8 hour drivers.
 - e. Any Extra Work remaining or that becomes available that day shall be assigned at the discretion of the district.
- iii. Daily Open Runs: Drivers who accept or are directed to take any segment of a daily open run, or a complete academic run that is a daily open run will be awarded a \$15 stipend, if it falls during their scheduled punch times. If the segment forces the school bus driver to miss their scheduled punch out, they will be awarded the new punch out time also. Daily Open Runs do not include Extra Work. Overtime rules apply.
- iv. Trips: All trips must be available to all bargaining unit drivers in date order for the next month by the district for a period of fourteen (14) days. The standard operating procedure regarding trips will be made available as part of this agreement. The Trip SOP must be agreed to by both the administration and the bargaining unit.
- a. Bargaining unit drivers will have the opportunity to sign up for the trip from the posting date until the last Tuesday of the pay period prior to the trip.
 - b. The trip will be awarded to the bargaining unit driver with the least amount of overtime hours based on the overtime list

from the pay period prior to the trip award date. If two or more drivers are tied with overtime hours, the trip will be offered to the most senior driver. When no bargaining unit driver signs up, the trip may be awarded to a non-bargaining unit driver.

- c. Notification to the driver must occur prior to or on the Friday of the pay period prior to the trip date.
 - d. The original sign-up sheets will be posted in both lots with the overtime sheet used in determining the award, indicating the awarded driver on the Friday after the award. The Trip Book will be posted on Tuesday, awarded Friday of the pay period week and uses overtime 2 weeks in advance.
 - e. If no driver signs for the trip by the close of business on the last Tuesday of the pay period prior to the trip, the district must communicate, via email, the open trip to the bargaining unit and will remain available for 24 hours after the notice was provided. If no bargaining unit driver selects the trip, the district will have the discretion to award the trip to an available driver or substitute.
 - f. All trips will be posted with payment type (e.g., hourly rate, Sunday at 2 times the regular hourly rate).
- v. Extraordinary Circumstances: In any case where normal procedures or priorities for assignment of drivers to any run must be deviated from, due to less than two (2) hours' notice of absence, drivers not responding to telephone or radio call, drivers not being present and available in the District when not on a run but during paid work hours, or any other emergency or unforeseen circumstance, notwithstanding any of the above procedures, the Dispatcher and the Director of Transportation shall have the right to assign any

immediately available driver to any run at their discretion. In such a case, no grievance shall be filed, and no arbitrator shall have jurisdiction to award any monetary compensation to a driver who did not actually drive the run. A shortage of drivers does not constitute an emergency.

c. Compensation

- i. Drivers shall work student days on the school calendar(s) for the school(s) to and from which students are transported by each driver and will include up to three (3) days for staff development for a minimum of 178 days per year.
- ii. On Act 80 / in-service days, drivers will be paid for the runs driven for students attending school. Runs for students not attending school, therefore, not driven, will not be paid. Drivers whose awarded routes are not driven on an Act 80 / in-service day will be eligible for extra work and / or daily open runs. On Act 80 / in-service days, special needs drivers will continue to do their own run regardless of driver positions (regular and stand-by driver) to keep special needs students' environment stable. The process for Act 80 / in-service work is a sign-up sheet previous to the Act 80 day and is assigned by straight seniority.
- iii. Drivers who complete their daily bid work will be paid their bid work hours, or actual hours worked, whichever is greater, in addition to any stipend(s) and / or extra work awarded (minimum of two (2) paid hours), and subject to overtime.
- iv. Overtime: Time and one-half (1.5x) of the appropriate straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in the regular work week or eight (8) hours in the regular work day.

v. The driver workday shall include a thirty (30) minute allowance of normal driver tasks, which include, pre and post-trip inspection, fueling, and interior bus cleaning.

vi. Pay for emergency and/or mandatory meetings and major tasks, such as student discipline issues, chain installation, CDL drug testing, end of year cleaning, exterior bus wash, or other similar functions, will be on the basis of actual time worked upon supervisor approval, if the time to complete said tasks is outside the regular six (6), seven (7), or eight (8) hour day, the driver will be compensated to the nearest quarter (.25) hour, rounded up.-

vii. Drivers who accept or are directed to take any segment of a daily open run or a complete academic run that is a daily open run will be awarded a \$15.00 stipend. If the work falls during their scheduled punch out, they will be awarded the new punch out time also. Daily open Runs do not include Extra Work. Overtime rules apply.

d. Sick Leave

- i. Sick leave shall be calculated and paid based on the driver's normal work assignment or eight (8) hours per day, whichever is less.
- ii. Drivers are to follow Article XII-Sick Leave, Paragraph C - and give at least two (2) hours' notice when utilizing a sick day using the process established by the District. In the event a driver is unable to complete an entire work day, the driver must call a Transportation Supervisor with as much notice as possible, in accordance with the procedures established by the District. Repeated failure to provide such notice-may result in progressive discipline.

e. Expressed Duties

- i. Completion of all paperwork on a timely basis is part of the job and a condition of employment for every driver. Repeated failure to timely complete paperwork may result in progressive discipline.
- ii. Any expiration or suspension of licensing may result in immediate suspension without pay. Further progressive discipline may occur at the discretion of the District, up to and including termination.

4. Other

- a. In accordance with the Memorandum of Understanding between the Association and the District signed August 24, 2005, the Association agrees that the District shall have the right to subcontract bus runs without dispute only where the District cannot hire a bargaining unit member, and only after a good faith attempt has been made to hire such a driver. The District agrees to annually notify the Association in writing of the number of subcontracted bus runs in accordance with the Memorandum.
- b. A committee of District Transportation Supervisors and up to three (3) Association representatives from each bus lot will meet at least four times a year to discuss transportation issues and concerns.

In exchange for the above substitution of language in the CBA and upon vote, the consideration will be as follows:

Bus Driver	2022-2023	2023-2024	2024-2025	2025-2026
Current Start Rate	\$17.94	\$18.48	\$19.04	\$19.61
New Start Rate	\$22.50 retroactive to July 1, 2022	\$23.18 Retroactive to July 1, 2023	\$23.87	\$24.59

Members who earn less than the new start rate will earn the difference from what they are currently earning and the new start rate for 2022-2023 school year (\$22.50) retroactive to July 1, 2022 and start of the 2023-2024 school year (\$23.18) retroactive to July 1, 2023.

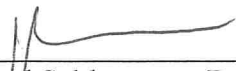
Anyone making more than the new start rate has earned the 5% increase for the 2022-2023 school year and 3% and the start of the 2023-2024 school year.

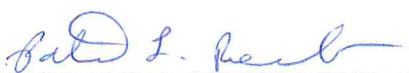
There will be no other adjustments in wage rate other than the start rates as per the table above.

New Hires will be hired at the current start rate for the year hired.

IN WITNESS WHEREOF, the parties have executed this agreement.

FOR
DISTRICT

By: 
Richard Schlameuss, Board President

Attest 
Patricia Rosado, Board Secretary

FOR
ASSOCIATION

By: Miriam Giove, President
(Print Name and Title)

Attest 

