

COLLECTIVE BARGAINING CONTRACT  
TRANSPORTATION UNIT

SAN JUAN UNIFIED SCHOOL DISTRICT  
3738 Walnut Avenue, P.O. Box 477  
Carmichael, California 95608

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CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL 150  
7120 East Parkway  
Sacramento, CA 95823-2503

July 1, 2024 through June 30, 2026

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL 150  
SAN JUAN UNIFIED SCHOOL DISTRICT  
July 1, 2024 through June 30, 2026

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San Juan Unified School District

Chauffeurs, Teamsters and Helpers

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Negotiating Team

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## ARTICLE 1

### 1. RECOGNITION

#### 1.1 Acknowledgment

1.1.1 The San Juan Unified School District (hereinafter District) hereby acknowledge that Chauffeurs, Teamsters and Helpers, Local 150 (hereinafter "Union") is the exclusive bargaining representative for all classified employees holding those positions described in Appendix "A" attached hereto and incorporated by reference as a part of this Agreement. These employees include:

- (a) Regular employees who are probationary or permanent employees performing in regular assignments;
- (b) Substitutes who are casual employees and have not been granted probationary or permanent employment status by the District are covered only by Articles I, II, IV and XI of this contract. Substitutes may be covered in other parts of this contract whenever specifically mentioned.

Unless otherwise specified, the term "member" and the term "employee" are interchangeable.

1.1.2 Any modifications which may result in expansion or contraction of these positions included in the bargaining unit as described in Appendix "A" are subject to the rules of PERB.

1.1.3 Disputed cases shall be submitted to the PERB for resolution.

1.1.4 To the extent that any agreement arrived at through "meet and negotiate" is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties.

#### 1.2 Term

1.2.1 This agreement reflects a two (2) year agreement (July 1, 2024-June 30, 2026).

1.2.2 **Subsequent Negotiations and "Sunshine" Process:** The parties agree to the following reopeners for the subsequent bargaining cycle beginning in fall 2024:

- Article 3: Employer/Employee Rights
- Article 5: Hours and Overtime
- Article 6: Salary (pending contingency language trigger)
- Article 7: Fringe Benefits
- Article 9: Vacations
- Article 10: Leaves
- Article 14: Training

- Article 16: Layoffs
- Any outstanding Side Letters of Agreement (SLAs) or Memorandums of Understanding (MOUs) that were renewed during the 2023-24 bargaining cycle
- Any Article(s) mutually agreed upon by both parties.

Additionally, in fall of 2024, the parties agree to bargain the impacts of the Transportation Department's implementation of electric vehicles.

Timelines in Article 1.2.2 will resume in spring 2025.

No later than the first Board meeting in April for each year of the agreement, the Union agrees to present its proposals to the Board of Education for a successor contract. No later than six weeks after the presentation of the Union's initial proposal or reopener as appropriate, the District shall respond with its initial proposal or reopener and thereafter negotiations shall begin within twenty (20) workdays.

- 1.2.3 This agreement contains the agreement of the parties as to all existing matters. By mutual consent of both parties which shall be set forth in writing, any provisions of this Agreement may be renegotiated at any time. Modifications to this Agreement rising from such negotiations shall become part of this contract.
- 1.2.4 For each year of the agreement, the parties agree to reopen Article VI, Salaries and Article VII, Fringe Benefits. Each party shall additionally have the option to reopen two unspecified articles. Initiation of the procedures are to be in accordance with the equivalent timelines, as set forth in 1.2.2.

## ARTICLE 2

### 2. AGENCY SHOP

#### Organizational Security

#### 2.1 Membership

Employees hired prior to July 1, 1995 who are members of the Union may within 30 days of the execution of this agreement, revoke his/her authorization form by providing written notice to the district. The district shall cease making deductions.

#### 2.2 Dues

The Union shall have the sole and exclusive right to have membership dues deducted for employees in the Transportation Unit.

#### 2.3 Agency Fees

2.3.1 Effective the date this contract is executed, each new and rehired employee hired on or after July 1, 1995 is required to either:

- (a) Be a member of the Union, or
- (b) Satisfy the agency fee financial obligation as set forth in Section 2.3.2 below, or
- (c) Qualify for religious exemption as set forth in Section 2.3.3 below.

2.3.2 Unless the employee has:

- (a) Voluntarily submitted to the District an effective dues deduction request.
- (b) Individually made direct financial arrangements satisfactory to the Union as evidenced by notice of same by the Union to the District.
- (c) Qualified for religious exemption as provided in Section 2.3.3 below within ten (10) days following the first day of assigned work, the District shall process a mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Union subject to applicable law.

2.3.3 Any employee who is a member of a religious body whose traditional tenants or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

2.3.4 Individuals selecting either direct financial arrangements with the Union or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payments shall be made by September 30 of each year.

2.3.5 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body whose traditional tenants, teachings or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of 2.3.2 above. Proof of payment shall be in the form of receipts, canceled checks or payroll records indicating the amount paid, date of payment and to whom payment of the in-lieu-of-service fee has been paid.

## 2.4 Agency Fee Election

During the term of this agreement, the union may request that an agency fee election be conducted of the bargaining unit members to determine if those members hired prior to July 1, 1995 and who do not belong to the Union be required to meet the requirements of Section 2.2 above. The Union shall provide the District and unit members at least 30 days notice of intent to call an election. Such an election shall be conducted by PERB or other mutually acceptable agency and the District shall bear no costs in such election.

Only one such election shall be conducted during the term of this agreement; should the result of the election be to reject agency fees the remaining provisions of this article shall remain in effect.

## 2.5 Dues Deduction

Dues deductions shall become effective in the month following the month in which the employee is employed.

## 2.6 Hold Harmless and Indemnity

The union agrees to pay the district all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of the agency fee provisions of this agreement or their implementation. The union agrees to pay any damage judgment rendered against the district as a result of these provisions contained in this Article or the district's implementation thereof.

## ARTICLE 3

### 3. EMPLOYEE RIGHTS

#### 3.1 Personnel Files

Materials in personnel files of members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the member involved.

- (a) Such material is not to include ratings, reports, or records which were obtained prior to the employment of the member involved or in connection with a promotional examination.
- (b) Every member shall have the right to inspect such materials upon request, provided that the inspection is made at a time when the member is not actually required to render services to the District.
- (c) Information of a derogatory nature shall not be entered or filed unless and until the member is given notice and an opportunity to review and comment thereon. The member shall be given an opportunity during normal work hours and without loss of pay to review, initial and date the material. A member shall have the right to enter, and have attached to any such derogatory statements, his/her own comments thereon.
- (d) A member who has had information of a derogatory nature placed in his/her file may, after one year, request a special evaluation. Such an evaluation shall be attached to the material in question.
- (e) Any person who places written material or drafts written material for placement in a member's file shall sign the material and signify the date on which such material was drafted. Any written material placed in a personnel file shall indicate the date of such placement.
- (f) Upon written authorization by the member, a representative of the Union shall be permitted to examine and obtain copies of the materials in such member's file.
- (g) Members' personnel files shall be treated as confidential.
- (h) Upon request from the unit member, derogatory material more than two years old may be sealed at the discretion of the Personnel Director and made inaccessible to any District employee. However, the Personnel Director may open the file when deemed necessary.

## 3.2 Evaluation

### 3.2.1 Employees on Probationary Status

- (a) All regular employees in the first six (6) months of regular assignment.
- (b) Upon promotion, an employee shall be probationary in the new classification for six months.

### 3.2.2 Employees in Probationary Status

- (a) Employees in probationary status shall receive at least one written performance evaluation no later than one month prior to the end of the probationary period.
- (b) Written probationary evaluations may be submitted by a member's supervisor provided that the affected member verifies by signature, or it is otherwise certified, that he/she has reviewed the evaluation, received a copy, and has been given an opportunity to respond.
- (c) Employees in probationary status may request a review of below standard rating by the supervisory level immediately above the rating supervisor and a Union representative shall be present at the employee's request.

### 3.2.3 Regular Employees in Permanent Status

- (a) Employees with less than satisfactory ratings shall receive a written performance evaluation at least annually. All other employees shall receive a written performance evaluation at least every two years. The evaluation will be discussed between the rating supervisor and the member prior to the member's signing a verification of the evaluation.
- (b) Unscheduled written evaluations may be submitted by a member's supervisor provided that the affected member verifies by signature, or it is otherwise certified, that he/she has reviewed the evaluation, received a copy and has had an opportunity to respond.
- (c) Employees may request a review of below standard ratings by the supervisory or managerial level immediately above the rating supervisor.

### 3.2.4 General

- (a) Evaluation reflecting below standard performance shall not be placed in the member's personnel file without verification by the initiating supervisor that the member has reviewed the evaluation and been provided an opportunity to respond verbally or in writing.
- (b) Evaluation factors reflecting below standards performance shall include specific statements of deficiencies noted and specific recommendations for improvement.

- (c) Below standard performance may apply to any specific evaluation category or to the member's overall job performance.
- (d) No evaluation shall be based upon verbal statements unless the accuracy of the statement is verified by the rater.
- (e) Any written response to a below standard performance evaluation by the member will be attached to the member's evaluation before being placed in the member's personnel file.
- (f) Absences provided for in Articles 10.1, 10.2 and 10.3 shall not be used in the attendance appraisal portion of the evaluation.

## ARTICLE 4

### 4. GRIEVANCE PROCEDURE

#### 4.1 Definitions:

The following definitions control the meaning of the terms used in this procedure.

- 4.1.1 A grievance is a complaint by one or more members that the member(s) has (have) been adversely affected by a violation or misapplication of a specific provision of this agreement arising during the term of this agreement.
- 4.1.2 The Union may file a grievance alleging that a right of the Union has been violated.
- 4.1.3 "Grievant" is the member(s) or the Union as limited above, making the claim.
- 4.1.4 "Immediate Supervisor" means the person at the lowest supervisory level outside the bargaining unit who is responsible for directing or evaluating the member(s).
- 4.1.5 "Party" means the grievant, grievant's designated representative, Union as limited above, or the District.
- 4.1.6 "Workday" for purposes of establishing time limits for grievance processing under this article, means a day when the administrative offices of the District are open for business.

#### 4.2 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

- 4.2.1 All grievances at formal steps shall be written, signed and dated by the party, his or her designated representative, and the Union. A copy shall be submitted to the office of the Director of Employer-Employee Relations.
- 4.2.2 In computing the time within which to file the formal grievance, the day such document is received by the office of the Director of Employer-Employee Relations shall not be counted. If the final day to file falls on a weekend or holiday, the time to file shall be extended to the next full day of business. The document shall be date-stamped by the Employer-Employee Relations office and one copy sent to the Union and one copy returned to the filing party.



4.2.3 Waivers: Parties may, by mutual consent, agree to waive Step 2 and/or Step 3 of the grievance process and proceed directly to the next step.

#### 4.3 Presentation

The grievant may present a grievance while on duty. No more than five (5) members may participate while on duty, whether grievant, representatives, or witnesses, unless otherwise approved by the District. The Union's chief grievance officer shall be exempt from the five (5) member limitation.

#### 4.4 Representation

4.4.1 The grievant shall be represented by a Union steward or other Union representative, beginning at Step II of the grievance procedure, unless the grievance form has been signed by the grievant indicating waiver of union representation.

4.4.2 If the grievant at the initial presentation of a grievance is represented by the Union and subsequently elects to waive his/her right to Union representation, the grievant shall give twenty-four (24) hours written notice of such change to the person designated to hear the grievance at that step, and to the Union.

#### 4.5 Grievance Records

All records concerning the member's grievance shall be kept in a file separate from the member's personnel file which shall be available for inspection only by the member, the member's designated representative and management.

#### 4.6 Group Grievances

If the grievance involves members with different immediate supervisors, the grievance should be filed at Step II, but may be filed at Step III. Copies of the grievance initially filed at Step III shall be given to the immediate supervisors involved in the grievance. If the grievance involves alleged District- wide violation of this Agreement, the grievance may be submitted by the members of the Union at Step IV.

#### 4.7 Abandonment of Grievance

The grievant or his/her representative's failure to pursue the grievance within the time limits set forth in this grievance procedure unless specifically waived in writing shall be deemed a conclusive abandonment of the grievance.

#### 4.8 Procedure

##### Step I - Informal/Immediate Supervisor

(a) Any member who believes there is a grievance shall present the grievance orally to the grievant's immediate supervisor within twenty (20) workdays after the grievant(s) knows, or should have known, of the circumstances which form the basis for the grievance. The supervisor shall render an

oral decision within five (5) workdays from the presentation of the grievance.

#### 4.9 Step II - Formal/Immediate Supervisor

- (a) If the decision rendered at Step I is not satisfactory to the grievant(s), a formal grievance may be initiated by the grievant(s) or his/her representative.
- (b) A formal grievance must be submitted in writing to the immediate supervisor within seven (7) workdays following the decision rendered at Step 1.
- (c) A grievance initially entered at Step II must be submitted in writing within twenty (20) workdays after the grievant(s) knows, or should have known, of the circumstances which form the basis of the grievance.
- (d) A formal grievance shall be submitted on a form prescribed by the District and approved by the Union.
- (e) Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (f) Within ten (10) workdays after submission of the formal grievance, the immediate supervisor shall give the grievant(s) and his/her representative a written response to the grievance. The supervisor's response will include a statement of the supervisor's position and if denied, all the reasons for the denial.

#### 4.10 Step III - Director/Administrator

- (a) If the grievant is not satisfied with the decision rendered at Step II, or if the supervisor fails to respond within the time limits provided pursuant to Step II, the grievant or his/her representative may submit the grievance in writing to the appropriate Director/Administrator.
- (b) The written grievance shall be submitted on a form supplied by the District and approved by the Union.
- (c) The grievance must be submitted within ten (10) workdays following the decision at Step II, or ten (10) workdays following the supervisor's failure to respond within the prescribed time limits.
- (d) Upon request by either party, a conference shall be conducted for the purposes of reviewing the grievance.
- (e) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step III. A copy of the written response to the grievance shall be sent to the grievant and his/her representative. The response shall include the Director's/Administrator's

position and if denied, all the Director's/Administrator's reason(s) for the denial which may include reasons other than those identified in the prior step.

- (f) The Director/Administrator shall respond within ten (10) workdays following submission of the grievance at Step III, and that response shall include the Director's/Administrator's view of the facts and his/her conclusion respecting the contention of the grievant on appeal. A copy of the written response to the grievance shall be sent to the Union.

#### 4.11 Step IV - Superintendent/Designee

- (a) If the grievant is not satisfied with the decision rendered at Step III, or if the Director/Administrator fails to respond within the time limits provided pursuant to Step III, the grievant or his/her representative may submit the grievance in writing to the Superintendent.
- (b) The written grievance shall be submitted on a form prescribed by the District and approved by the Union.
- (c) The grievance must be submitted within ten (10) workdays following the decision at Step III, or ten (10) workdays following the Director's/Administrator's failure to respond within prescribed time limits.
- (d) The Superintendent or his/her designee shall investigate the grievance as fully as deemed necessary. Upon request by either party, a conference shall be conducted for the purpose of reviewing the grievance.
- (e) The Superintendent or his/her designee shall respond within ten (10) workdays of submission of the grievance at Step IV, and that response shall state the Superintendent's view of all facts and his/her conclusions respecting the contentions of the grievance on appeal. Such facts may include facts other than those identified in the prior steps. A copy of the written response to the grievance shall be sent to the grievant and his/her representative.

#### 4.12 Step V – Arbitration

- (a) If the grievant is not satisfied with the Superintendent's response at Step IV, or if the response is not submitted within agreed time limits, the grievant may, within ten (10) workdays of receipt of the Superintendent's decision or his/her failure to respond within agreed time limits, request in writing that the Union submit the grievance to arbitration. The Union, by written notice to the Superintendent within ten (10) workdays after receipt of the request from the grievant, may submit the grievance to arbitration.
- (b) The arbitrator shall have no power to add to, or delete, or amend the terms of this agreement.

- (c) An arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected from the Sacramento-region arbitrators approved by PERB. The grievant or the grievant's designated representative and the Board's representative shall eliminate names from the list until one remains. The first option of elimination shall be determined by lot and each party shall alternate striking names. The one remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) workdays of the written notice to proceed to arbitration.

Should the selected arbitrator be unavailable within a mutually agreeable and reasonable time frame, the arbitrator struck last shall be used. If that arbitrator is likewise unavailable within a mutually agreeable and reasonable time frame, then the arbitrator prior to that one shall be used, and so forth until an arbitrator is selected.

If any if the above-named arbitrators becomes permanently unavailable, that name shall be replaced with a mutually agreed upon replacement arbitrator. Should the parties be unable to agree on a replacement arbitrator, a list of seven (7) arbitrator names will be requested from the American Arbitration Association. Unless one of the parties objects to the list of names, within ten (10) business days of receipt of the list, the parties shall alternately strike names until one remains, who shall become the replacement arbitrator.

- (d) The decision of the arbitrator shall be submitted to the District and the Union and shall be final and binding upon the parties to this contract.\*
- (e) The fees of the arbitrator and related costs shall be borne by the District and the Union equally.

\*See subparagraph 11.1 of the "Safety" Article for exception to this provision.

## ARTICLE 5

### 5. HOURS AND OVERTIME

#### 5.0 Work Year

Bus drivers may be assigned a work year from ten (10) months to 12 months.

#### 5.1 Workweek

Except as provided in 5.1.1, the workweek shall consist of five (5) consecutive days. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 5.4.

5.1.1 The District may establish a workweek of four (4) consecutive ten-hour days for Transportation Operations Technician employees.

#### 5.2 Workday

For the 2021-2022, 2022-2023 and 2023-2024 fiscal years forty-five percent (45%) of the total number of district bus routes shall be maintained at eight (8) hours per day with the remaining district bus routes maintained at a minimum of six (6) hours per day.

This section shall not preclude a board-declared layoff/reduction in hours pursuant to Article 16, in which case the percentages noted apply to the remaining routes. The provision of this article shall not restrict the use of split schedules or shifts, nor the use of swing shifts. This Article 5.2 does not apply to summer assignments.\*

5.2.1 The District has the right to utilize a time/mile accounting system, such as the bus operations log.

5.2.2 Drivers selecting an eleven (11) month position shall be required to bid a summer route. The eleven (11) month positions will be awarded during the bid process. Upon an 11-month position vacancy, the district shall ask by seniority interested employees. The employee shall have met the same requirements as those listed in Article 12 section 12.3.5.

\* The intent of adding the sentence, "The eight-hour guarantee does not apply to the summer assignments" as the last sentence of 5.2 is based on a traditional school year followed by a summer session during which the work load is dramatically lighter. Should the District change to a year-round schedule both parties agree to open this article for effects bargaining. The twelve (12) month drivers' guarantee shall be maintained through the summer sessions.

#### 5.3 Voluntary Reduction in Assigned Time

Members' assigned hours may be reduced by mutual agreement of the member and the District. Upon notification of a proposed reduction in assigned time, the member shall be informed of his/her rights under this section by way of a form

developed by the District and approved by the Union. No action shall be required of the member for two (2) workdays following this notification.

5.3.1 If during the fiscal year a driver elects to return to a ten (10) month position a voluntary work year reduction form shall be submitted to the Director of Transportation. Upon accepting the work year reduction the employee will not be eligible to accept an eleven (11) month vacant position for a minimum of twelve (12) months.

#### 5.4 Adjustment of Assigned Time

A member who works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive workdays or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

The intent of Article 5.4 is to comply with the Ed Code and pay employees for hours worked. Employees that can demonstrate that the Ed Code is not being followed, or they are not being paid for hours worked, should request a meeting with the Director to discuss their situation. In the event the parties do not agree the employee should consult with their Business Representative.

The District maintains the right to adjust or assign required work as necessary in an effort to maintain the work force. Whenever it becomes necessary to adjust an employee's work hours, a forty-eight (48) hour notice will be made whenever possible.

5.4.1 Members shall report outside work to the immediate supervisor. (Pursuant to Title 13 Section 1201: Department of the California Highway Patrol)

#### 5.5 Salary Adjustment Reassignment

Members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) workdays within a fifteen (15) calendar day period except as authorized herein.

5.5.1 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) workdays provided that his/her salary is adjusted upward for the entire period he/she is directed to work in an assignment requiring a higher rate of pay.

5.5.2 Upon verification by the Human Resources Division, the employee's salary will be adjusted upward for the entire period required to work out of class in an amount equal to the first step of the higher salary range or in an amount which provides an increase of one (1) step above the employee's present salary range, whichever is greater.

5.5.2.1 If the Human Resources Division determines that a member was working in a higher classification not included in the unit, his/her salary will be adjusted upwards by ten percent (10%) for the period during which the member has worked out of his/her regular assignment.

## 5.6 Meal Periods

Members assigned a regular workday of five (5) or more consecutive hours shall be allowed a duty-free meal period of not less than thirty (30) minutes, and not more than one (1) hour, preferably at the midpoint of the work shift. If, because of work necessity, a member is directed to remain at his/her workstation during the meal period, it shall be considered "on duty" and counted as time worked.

## 5.7 Rest Periods

All members shall be granted rest periods which, insofar as practical, shall be in the middle of each four (4) hour work period, at the rate of fifteen (15) minutes for four (4) hours worked. The immediate supervisor may determine when and where the rest period shall be taken for safety reasons. Lavatory and restroom facilities shall be available at the rest area.

## 5.8 Voting Time Off

If a member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the member is entitled to vote, the District shall arrange to allow a maximum of two (2) hours for such voting by the member, without loss of pay.

## 5.9 Overtime

5.9.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or eight (8) hours on any one (1) shift or in excess of forty (40) hours in any calendar week. Additionally, a member regularly assigned a workday of four (4) or more hours per day shall be compensated for the overtime worked at the overtime rate for all work performed on the sixth (6th) or seventh (7th) day following commencement of his/her workweek.

5.9.2 Members shall be entitled to the paid holidays specified in Article 8 or designated subsequent holiday(s) in lieu of the original holiday provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday. When a member is required to work any of the specified holidays, he/she shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half in addition to his/her regular rate of pay.

## 5.10 Time Off

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing

the services rendered by the District.

#### 5.11 Overtime Distribution

Planned overtime shall be distributed on a rotation basis to eligible members within each work location, within shift, in order of class seniority, unless otherwise specified herein:

5.11.1 Members located on the job site where the overtime is available will be given first preference within their department

5.11.2 Extended work assignments.

5.11.3 Emergency overtime.

#### 5.12 Minimum Call-In Time

Members called in to work on a day when the member is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay.

#### 5.13 Right of Refusal

Immediately upon determining that certain overtime work is required, the supervisor shall so notify affected members. Such notification shall be no later than two (2) hours prior to the end of the member's shift. Any member who does not desire to work overtime shall inform the supervisor and provide justification for refusal. If, after looking at all alternatives available in the urgent nature of overtime work, the supervisor may require a member to work overtime.

#### 5.14 Standby Time

All standby time<sup>1</sup> shall be considered as hours worked and shall be compensated on a straight time or overtime rate as appropriate to the terms of this Agreement.

#### 5.15 Call Back Time

A member having left his/her job site after completion of the regular shift assignment, and having been called back to work, shall be guaranteed a minimum of three (3) hours work to be compensated on a straight time or overtime basis as appropriate to the terms of this Agreement.

#### 5.16 Hours Worked

For purposes of computing the number of hours worked under this Article, time during which a member is excused from work because of holiday, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked for the member.

#### 5.17 Canceled Runs

When a member arrives at a scheduled pick-up location on a non-workday and finds that the special trip has been canceled, the member shall be paid a minimum of four (4) hours salary at the appropriate rate.

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<sup>1</sup> Standby Time is defined as: Time during a member's scheduled work hours when, because of lack of materials, work-related activities/inactivity, at District direction, a member is required to remain at his/her work site or duty location and unable to engage in individual pursuits.



## 5.18 Summer School

When necessary to assign bargaining unit employees not regularly so assigned to serve during a summer school, the assignment shall be made in order of hire date seniority, but no employee shall be required to accept such assignment.

- 5.18.1 An employee who accepts a summer school or intercession assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.
- 5.18.2 All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purposes of this Agreement.
- 5.18.3 Bidding for summer school shall be by seniority group A as specified in Article 12.1.1. Employees shall be allowed to bid on a summer assignment, if such bid does not interfere with any current assignment.
- 5.18.4 Seniority for purposes of this Article is defined as the date the individual was hired into that classification as a regular employee (probationary or permanent) with no break in service. Break in service is defined as any unpaid time off of 30 days or more that is not as a result of layoff, work related Injury, FMLA/CFRA, or any other statutory leave. (an example of this provisions is if a bus driver becomes a bus attendant, the bus driver then is placed at the bottom of the bus attendant list for bidding purposes).

If an employee accepts a promotion to a higher classification or a lateral assignment, and during the probationary period returns to the original classification, that is not considered a break in service for the purpose of this article his/her seniority date for bidding will be the date he/she has been in the original classification without a break in service.

### 5.18.5 General Bidding Procedures

- a) The District shall post a list of all bus and route packages available in the drivers' room adjacent to the transportation operations center and in the center for a minimum of five (5) workdays. (Temporary Long- Term or Other Transfers 12.3.5.)
- b) When more than one driver or bus attendant bids on a single bus route package, the regular employee with the greatest hire date seniority will receive the assignment. In the event two (2) or more regular employees have identical hire date seniority, the regular employee to receive the assignment shall be that applicant with the most senior hire date as a substitute bus driver or bus attendant.

- c) Determination of bus and route assignments based upon this bidding procedure will be accomplished by the District.
- d) A driver or bus attendant shall only be eligible to participate in a bid if the driver or bus attendant has performed his/her work in a satisfactory manner during the twelve (12) month period prior to the date of the vacancy occurring and the driver or bus attendant is able to immediately assume the responsibilities of the assignment.
- e) A driver will only be eligible to participate in the bid if the driver has driven that type of vehicle within the previous twelve (12) months or has been certified by the District as eligible to drive that type of vehicle.

## 5.19 Other Summer Assignments

- 5.19.1 The District may select drivers by seniority for summer period driving assignments other than those encompassed in 5.18 above. The District shall utilize contract language contained in Article 13 for assigning all field trips during the summer.

During the summer period, drivers who place their name on the trip lists, shall have his/her name removed from the list after two refusals. These refusals apply only to the summer period and not counted towards the trip lists of the regular school year.

- 5.19.2 The District may select unit employees for non-driving work during the summer period either from the summer work list or may recruit bargaining unit employees who have not signed up for summer work. If the assignment lasts for more than five (5) consecutive workdays within a fifteen (15) day period, the employee's salary shall be adjusted to reflect the appropriate rate for duties being performed.

- \* The district agrees to a joint committee on “other summer assignments” as set out in (Article 5.19.2). The committee will consider the assignment pattern and also discuss hours of availability on the cover sheet

## 5.20 Special Needs of Students –

When a supervisor determines it is appropriate to notify drivers of the special needs of students, it will be done so in writing. It shall be the driver's responsibility to keep such information with the bus route log and available to substitute drivers.

## ARTICLE 6

### 6. SALARIES

This agreement concludes bargaining for Article 6 for the 2023-24, 2024-25, and 2025-26 school years.

Off-schedule bonus: The District agrees to provide an off-schedule bonus and a recruitment and retention bonus, pending Board of Education approval of a District plan for use of one-time discretionary block grant funds (tentatively scheduled for June 25, 2024):

1. **Off-schedule bonus:** For members employed as of **June 17, 2024**, the District shall provide a one-time off-schedule payment of \$1,500 for full-time staff and \$500 for part-time staff.
  - a. This one-time, off-schedule payment will be paid within 60 days of Board approval.
  - b. This one-time, off-schedule payment will not increase a member's base compensation for the 2023-24 or 2024-25 school years.
2. **Recruitment and retention bonus:** For continuing members employed as of **January 1, 2025**, the District shall provide a one-time off-schedule payment of \$1,500 for full-time staff and \$500 for part-time staff.
  - a. This one-time, off-schedule payment will be paid by January 31, 2025.
  - b. This one-time, off-schedule payment will not increase a member's base compensation for the 2023-24 or 2024-25 school years.
3. For purposes of items 1 and 2 above, part-time staff is defined as an employee working in a position or positions that total less than 0.5 FTE.

**2024-25 Salary Schedule:** All 2024-25 base salary schedules shall be increased by a total of 4.84%, effective July 1, 2024.

**2025-26 Salary Schedule:** All 2025-26 base salary schedules shall be increased by a total of 3.06%, effective July 1, 2025.

#### **2024-25 School Year:**

The parties agree to reopen Article 6 for bargaining when one or any combination of the following conditions are met:

- If the enacted California 2024-25 State Budget COLA is funded at a level less than 0.5%, and no augmentation is provided to offset the loss of revenue, both parties agree to revisit the potential impact on the multiyear financial health of the District and examine potential cost saving measures.
- If the enacted California 2024-25 State Budget COLA is funded at a level in excess of 1.5%, or there is an augmentation to the COLA resulting in an increase of revenues beyond the 1.5%, the District and Union agree to examine potential enhancements to the salary schedule for Year 1 or Year 2.

**2025-26 School Year:**

- If the enacted California 2025-26 State Budget COLA is funded at a level less than 1.73%, and no augmentation is provided to offset the loss of revenue, both parties agree to revisit the potential impact on the multiyear financial health of the District and examine potential cost saving measures.
- If the enacted California 2025-26 State Budget COLA is funded at a level in excess of 3.73%, or there is an augmentation to the COLA resulting in an increase of revenues beyond the 3.73%, the District and Union agree to examine potential enhancements to the salary schedule for Year 2.

Base salaries and the shift differential (Article 6.1.2) shall be increased by a total of 3.55% effective July 1, 2021.

For continuing members employed as of July 1, 2021 the District shall provide a one-time off schedule payment equal to 3.5% of each member's annual base salary as of July 1, 2021. This one-time off schedule payment will be paid no later than August 20, 2021. This one-time off schedule payment will not increase a member's base compensation for the 2021-2022 school year.

1. **2022-2023 School Year:**

- a. Effective July 1, 2022, bargaining unit classifications will be placed at ranges on the Transportation Unit Salary Schedule as outlined below:
  - i. **Bus Attendant I: Range 19**
  - ii. **Bus Attendant II: Range 20**
    - 1. Moving forward from the date of final ratification of this agreement, Bus Attendants (I and II) shall be guaranteed a minimum workday of 6.0 hours. This change will be incorporated into Article 5: Hours and Overtime following the next scheduled successor Collective Bargaining Agreement negotiations cycle.
  - iii. **Van Driver: Range 22**
    - 1. New hires begin at Step 2.
  - iv. **Bus Driver: Range 29**
    - 1. This makes permanent the salary range increase that went into effect through the July 6, 2022, Memorandum of Understanding "Staffing Support for District Bus Drivers."
    - 2. New hires begin at Step 4.
  - v. **Junior Mechanic: Range 30**
  - vi. **Operation Technician: Range 30**
  - vii. **Delegated Behind-the-wheel Trainer: Range 32**
  - viii. **Lead Operations Technician: Range 33**
  - ix. **School Bus Driver Instructor: Range 35**
  - x. **Equipment Mechanic I: Range 42**
  - xi. **Equipment Mechanic II: Range 43**
  - xii. **Lead Equipment Mechanic: Range 44**
- b. After salary ranges are adjusted as outlined above, all base salaries shall be

increased by an additional 6.04%, effective July 1, 2022.

- c. The new salary schedule will be reflected in members' pay no later than December 22, 2022.
- d. The retroactive check for the salary schedules shall be paid no later than January 31, 2023.

## 2. 2023-2024 School Year:

- a. All 2023-2024 base salary schedules shall be increased by a total of 4.5%, effective July 1, 2023.
  - i. The parties agree to reopen Article 6 for bargaining when one or any combination of the following conditions are met:
    1. At the time of the State Adopted Budget for 2022-2023, the Department of Finance projected a fully funded COLA for the 2023-2024 school year in the amount of 5.38%. If the actual funded COLA is greater than 5.38%, or there is an increase to the LCFF that results in more than a 5.38% increase in funding to the district, and/or there is an ongoing increase from another source that results in an ongoing increase greater than 5.38%, the parties agree to reopen Article 6 for 2023-2024 bargaining.
    2. The District will present to the Board of Education the 2022-2023 Unaudited Actuals and a 2023-2024 Revised Budget in September 2023. If revised estimated expenses result in ongoing, unrestricted and not previously encumbered dollars that are higher than projected in the June 2022 Adopted Budget, the parties agree to reopen Article 6 for 2023-2024 bargaining.

**Additional ongoing investments to address bargaining unit needs:** Effective beginning in the 2022-2023 school year, the District shall budget approximately **\$55,371** in ongoing, unrestricted funds to address needs within the bargaining unit, including but not limited to staffing, working conditions, and/or recruitment and retention.

1. This investment shall not be used for across-the-board increases to the Teamsters salary schedule.
2. The District and Teamsters shall negotiate the usage of this budget appropriation with the intent to reach agreement by December 1, 2022.
  - a. The parties agree to evaluate and discuss potential enhancements to Longevity Increments as part of these negotiations.

6.0.1 Substitutes, or current employees who were substitutes, and are currently working during the month the Board approves the agreement, shall be entitled to the same salary adjustments as stated in Article 6.0.

## 6.1 Other Adjustments

- 6.1.1 Effective July 1, 2022, the Teamsters salary schedule will contain the following revised Anniversary/Longevity Increments:
  - 2.75% of base salary after 10 years of completed service in the San

Juan Unified School District.

- 5% of base salary after 15 years of completed service in the San Juan Unified School District. (The 5% includes the 10-year increment.)
- 7.5% of base salary after 20 years of completed service in the San Juan Unified School District. (The 7.5% includes the 10-year and 15-year increment.)
- 10% of base salary after 25 years of completed service in the San Juan Unified School District. (The 10% includes the 10-year, 15-year, and 20-year increment.)
- If a member earning longevity under the Teamsters salary schedule subsequently moves into a position that is represented by a different bargaining unit, that employee will only earn any longevity benefits that are outlined in the new bargaining unit's salary schedule.

6.1.2 Shift Differential (effective July 1, 2021)

Second Shift (3:00 p.m. - 10:59 p.m.): Additional 3.55% Per Hour

Third Shift (11:00 p.m. - 6:59 a.m.): Additional 3.55% Per Hour

6.1.3 A member who is promoted shall be moved to the step on the new salary range which is not less than a 4.8% increase in salary. Shift differential shall be included in an employee's base salary for purposes of calculating the 4.8%.

6.2 Lost Checks

Any paycheck for a member which is not delivered within five (5) days if mailed in the U.S. mail and three (3) days if mailed in the District mail shall be replaced, if possible, within three (3) workdays but in no case later than seven (7) workdays after the member provides written notification to the District's Payroll Department of such circumstances. This replacement check shall be for the net amount of the undelivered check.

6.3 Transportation Unit Classified Salary Schedule and Allocation List

See Appendix "A."

6.4 Payroll Errors

Whenever it is determined that an error has been made in calculation or reporting in any member's payroll or in the payment of any member's salary, the District shall, within five (5) workdays following such determination provide the member with a statement of the correction and a supplemental payment drawn against any available funds.

6.5 Personal Property Loss - Reimbursement

The District shall reimburse members for personal effects damaged in the performance of duties; provided such damage occurs as a result of an action of someone other than the member's or of a circumstance for which the school district is responsible. Personal effects shall be defined as those articles

pertaining to one's own person which may include but not be limited to eyeglasses, contact lenses, hearing aids, dentures, watches or articles of clothing. The District will replace other damaged or lost personal property provided:

- 6.5.1 The use of the property has been mutually agreed upon by the immediate supervisor and the employee.
- 6.5.2 The property has been registered with the Department Administrator.
- 6.5.3 Reasonable provision has been mutually made for the security of the property.
- 6.5.4 The District will not assume that portion of personal property loss covered by private insurance carriers.
- 6.5.5 Tools required and inventoried by the District that are used by equipment mechanics and junior mechanics which are stolen shall be replaced by the District subject to the District's insurance carrier regulations and limitations, and the District shall replace tools subject to sub-sections 6.5.1 and 6.5.2 that are broken while being used during the course of employment.

## 6.6 Member Travel

6.6.1 Members who may be required to use their own auto in performance of their duties and members who are assigned to more than one (1) work site shall be reimbursed at a rate in accordance with the State of California mileage reimbursement rate for:

- (a) Travel Between Work Sites
- (b) Meetings or Activities Assigned by the District
- (c) Other Work-Related Responsibilities

6.6.2 Reimbursement for mileage will be for miles actually driven and must be approved in advance by the member's site/program administrator or designee.

6.6.3 One-way mileage to meetings or activities within the District shall not exceed 25 miles.

## 6.7 Reimbursement for Meals

Any member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of meals.

## 6.8 Reimbursement for Lodging

Any member who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging after submission of the expense claim. Where possible, the District shall provide advance funds to the member for anticipated lodging expenses.

## 6.9 Newly Created Jobs

When a new job classification is established by the District, the District will, after giving written notification to the Union Representative, establish a salary range for the new job classification which shall be considered temporary.

If no objection to the established salary range thus set is registered in writing with the Human Resources Department by the Union within ten (10) calendar days after the temporary salary range has been set, such salary range shall become permanent.

6.9.1 Established Positions. When the District determines that a job classification needs to be reviewed, the District shall be responsible for making modifications to the job description and shall then notify the Union of the change in the job description. However, the job description revisions will only reflect duties currently being performed by the incumbent. Any request to negotiate salary implications must be submitted in writing to the other party within ten (10) calendar days of such notice of change.

#### 6.10 Recertification

6.10.1 The District shall reimburse the member the dollar amount levied by the Highway Patrol for the issuance of a certificate. This shall not apply to pre- employment certification.

6.10.2 The District shall ascertain that ample training time is sponsored by the district to ensure that each employee receives the required state mandated training and shall be compensated at the appropriate rate of pay.



## ARTICLE 7

### 7. FRINGE BENEFITS

#### 7.1 Medical, Dental, and Vision Plans

The District will provide a flexible benefit program premium conversion only, to all members.

7.1.1 For health coverage, the District will pay the employee only cost of the highest HMO commencing 11-01-99.

If a member has healthcare coverage elsewhere and does not wish to enroll in a district-sponsored medical plan, the member may elect to receive \$150.20 in lieu of medical insurance to be applied to other insurance benefits or annuities, or received as cash as approved by the District.

The District contribution for dependent medical and dental PPO coverage is 75% of the total cost.

7.1.2 Dental – The District will contribute the premium amount (employee only) for each member to be applied to dental care.

a. A member who wishes to enroll in the District sponsored DHMO plan may do so at no greater cost to the District than the premium amount paid for Delta Dental (plan) PPO Premier Plan (or negotiated replacement).

b. The current dental cap is \$1500 for employees in the non-DHMO plan/ Delta Premier/PPO plan.

7.1.3 Vision – The District will contribute the premium amount (employee only) for each member to be applied to the District approved vision plan.

a. If an employee wishes to enroll in the District sponsored buy up vision plan, which permits coverage for eligible dependents, the employee will be responsible for paying the full cost of this coverage for their dependents, as well as any additional premium for their own buy up plan coverage.

7.1.4 Life insurance - the District will contribute the premium amount (employee only) for each member to be applied to the District approved life insurance plan (\$25,000 coverage).

#### 7.2 Fringe Benefit Option

For the life of the agreement, members shall be provided an allowance of \$1,152 per year to be applied to group insurance, dependent coverage or cash, as

approved by the District.

### 7.3 Premium Payment for Leaves

For purposes of this section, all insurance programs shall include medical, dental, vision, and other premiums provided as member options.

7.3.1 Paid Leave - Premium Payment. During the period a member is on a paid leave, the District shall continue payment of all insurance premiums for which the member has authorized coverage.

7.3.2 Unpaid Leave - Premium Payment. During the period a member is on an unpaid leave, he/she may pay all insurance premiums directly to the District, and the District shall remit such premiums to the program providers.

### 7.4 Retirement - Premium Payment

The District will provide, subject to insurance carrier approval, the opportunity for medical insurance coverage and dental insurance coverage to those members retiring from the District directly into the Public Employees Retirement System (PERS), until the age of 65.

7.4.1 The District will contribute for medical and dental one hundred (100%) percent of premium costs, subject to the following conditions:

- a) The member is at least 55 years old and has not yet reached 65.
- b) The member has worked in the District for ten (10) years.
- c) The member retires and continues his/her retirement from the District under the provisions of PERS.
- d) If any retired members become entitled to other medical or dental benefits (state, federal or other employment) as a primary beneficiary, the District shall be relieved from any and all payments under this section.

7.4.2 Members who are granted disability retirement by PERS shall be exempt from the 55-year-old retirement contained in Section 7.4.1(a) and shall have worked in the District for 10 years.

### 7.5 Physical Examinations

7.5.1 Examinations for tuberculosis will be required every four (4) years. Such examinations and release time for such examinations shall be paid for by the District.

7.5.2 The District shall provide at no cost to the member for any physical exams required which is a condition of continued employment. The District shall inform all employees of locations where they may receive the physical at no cost. If the employee elects to receive the required

physical from a physician other than one selected by the District, the employee shall be reimbursed \$35.00. This section shall not apply to pre-employment physical exams which are a condition of initial employment.

#### 7.6 Section 125 Flexible Benefit Plan Program

Transportation Unit Employees who are permanent and non-probationary shall be eligible for the Section 125 Flexible Benefit Plan program.

#### 7.7 Hearing Aid Benefit

Beginning with the benefits plan period effective January 1, 2016, the district shall provide a hearing aid benefit for employees and dependents. The parties agree that the \$1000 allowance level will be the maximum plan allowance level as long as that plan option is available by current providers under similar terms as currently offered.

## ARTICLE 8

### 8. HOLIDAYS

#### 8.1 Holidays

The following paid holiday shall be added to the list of contractual holidays:

- Juneteenth (June 19).

All members/employees shall be granted the following paid holidays provided the member/employee was in paid status during any portion of his/her regular workday of his/her regular assignment immediately preceding or succeeding the holiday. See calendars 1, 37 and 39 for further information and the SJUSD website for specific duties:

Fourth of July (a holiday for 11 month and 12-month employees)  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Local Holiday (the day after Thanksgiving)  
Christmas  
Winter Break (the days after Christmas through New Year's Eve)  
New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day observed  
Lincoln's Birthday observed  
Local Holiday (the Friday prior to Easter)  
Memorial Day

8.1.1 Any other day designated and approved by the Board of Education.

#### 8.2 Operation of this Article

Operations of this article shall not result in the loss of paid vacation time due to the member.

## ARTICLE 9

### 9. VACATIONS

#### 9.1 Eligibility

All members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis--July 1 through June 30.

#### 9.2 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

9.2.1 Members employed full time shall earn vacation leave with pay as follows:

0 through 3 years of creditable service:  
12 days per year

Commencing the 4th year through 10th year:  
16 days per year

Commencing the 11th year of service:  
20 days per year

9.2.2 Years of creditable service need not be continuous.

9.2.3 Vacation leave for less than full-time employees shall be computed proportionately.

9.2.4 Only periods of regular employment or paid leaves of absence shall be included in the calculations of years of service. No unpaid leaves of absence shall be credited.

#### 9.3 Vacation Pay

Pay for vacation days for all members shall be the same as that which the member would have received had he/she been in a working status.

#### 9.4 Vacation Pay Upon Termination

When a member is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

#### 9.5 Vacation Postponement

9.5.1 If a member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The member may elect to have his/her vacation rescheduled in accordance with the vacation

schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.

- 9.5.2 Vacation credit shall accrue to the member upon completion of the regular work assignment on the last day of the pay period in which it is earned.

## 9.6 Vacation Carry-Over

- 9.6.1 Members regularly assigned and working twelve (12) full months shall not accrue vacation in excess of that earned during the preceding 24 months.

- 9.6.2 Members regularly assigned and working less than twelve (12) full months shall use vacation within the work year earned.

- 9.6.3 If for any reason an employee is directed, in writing, not to take all or any part of his/her annual vacation, the amount not taken shall be paid for in cash.

- 9.6.4 Advancement of vacation is authorized for members under the following conditions:

- a) Advancement of vacation days shall not extend for days the employee would have earned beyond June 30th of the current fiscal year.
- b) In order to comply with the provisions of 9.6.2 of this agreement.
- c) Advanced vacation shall not be used for purposes other than vacation.
- d) Advanced vacation may only be permitted with the approval of the employee's supervisor.

## 9.7 Vacation Scheduling

- 9.7.1 Vacation shall be scheduled at times requested by members so far as possible within the District's work requirements.

- 9.7.2 Once scheduled, the right of the member to take the vacation as scheduled shall not be denied.

## 9.8 Interruption of Vacation

A member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, including bereavement leave and sick leave requiring hospitalization of the member, provided the member supplies notice and

supporting information regarding the basis for such interruption or termination.

## 9.9 Vacation Sell Back

For the 2021-2022, 2022-2023 and 2023-2024 fiscal years, a 12-month employee with a minimum balance of 280 hours may sell back one week of earned vacation currently on the books to a maximum of 40 hours provided the employee has used a least two weeks (minimum of 80 hours) of earned vacation during the fiscal year.

## ARTICLE 10

### 10. LEAVES

#### 10.1 Bereavement Leave

All members will receive 5 days of bereavement per incident per the guidelines established in Assembly Bill (AB) 1949.

- a) Paid Parental Leave Effective January 1, 2017, eligible members of the bargaining unit shall be granted, upon request, up to twelve workweeks of paid parental leave in accordance with Education Code section 45196.1. Members accessing parental leave under this section shall first utilize all accrued sick leave, including all accumulated sick leave; any additional time within the 12 workweeks not covered by accrued sick leave, shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.
- b) In the event both parents are entitled to leave under this section, and both are employed by the District, it shall be a shared 12 workweek period. (Government Code section 12945.2a)

#### 10.2 Jury Leave

Members who are on paid status shall be entitled to as many days paid leave for jury duty as required to fulfill his/her days under the law. Fees paid the member by the court for jury duty, shall be remitted to the District. The member shall receive his/her regular salary for the day.

#### 10.3 Military Leaves

10.3.1 Extended Military Leave. Military leaves without pay may be granted by the District to members in permanent employment status for a period of one (1) year. Military leave may be extended or renewed indefinitely, except that such leaves shall not continue more than one (1) year beyond the date such military services become voluntary on the part of the member. Members shall be entitled to receive salary for the first thirty (30) calendar days while engaged in the performance of ordered military service. Employees who voluntarily enlist shall be excluded from this section's 30-day pay provision.

10.3.2 Temporary Military Leave. A member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity as such member, providing that the period of ordered duty does not exceed one hundred eighty (180) calendar days including time involved in going to and returning from such duty.

A member who is on temporary military leave of absence and who has



been employed by the District for a period of not less than one (1) year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation for the first thirty (30) calendar days of such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. For the purpose of this section, service in the recognized military service shall be counted as District service.

10.3.3 Pre-Induction Leave. Personnel called by the armed forces for involuntary pre-induction physical examination shall suffer no loss of pay for the period required for such examination.

#### 10.4 Sick Leave

10.4.1 Leave of Absence for Illness or Injury. A member employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

10.4.2 A member employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

10.4.3 A member employed less than five (5) days per week shall be entitled for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

10.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the member served during the day of illness.

10.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time within the member's assigned work year. However, a newly employed member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

10.4.6 Paid Parental Leave. Paid parental leave of absence shall be granted to a member of the bargaining unit in relation to childbearing as follows:

- a) A member who is pregnant may continue in active employment as late into her pregnancy as her health permits. Any disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from is, for all job-related purposes, a temporary disability and shall be treated as such under sick leave provisions of this contract, provided that: (1) the claim for sick leave is supported with written verification of the physical disability and the length thereof by the attending physician, and (2) the member is not in unpaid leave status at the time of the claim.
- b) In addition, a member who is not on disability leave under the provision of paragraph (a) above may be granted, upon request, up to two (2) days of paid leave to be taken at the time of the birth of his/her child. These days may be taken at the time of delivery of the child and/or at the time the mother and child leave the hospital. This leave shall not be deducted from sick leave.

10.4.7 Accrual of Sick Leave Unused sick leave shall accumulate from year to year without limit. No credit shall be given for periods while the member is in an unpaid status.

10.4.8 Sick Leave Conversion - Any member hired prior to July 1, 1980, may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, or its successor, if the member is filing a request for retirement.

10.4.9 Proof of Illness - The District may require proof of illness or accident and/or medical release for purposes of this Article.

## 10.5 Industrial Accident and Illness Leave

In addition to any other benefits that a member may be entitled to under the Workers' Compensation laws of this state, members shall be entitled to the following benefits:

10.5.1 A permanent employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) workdays in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. To become eligible for this benefit, a member must have been an employee of the District for one (1) year.

10.5.2 Payment for wages lost on any day shall not, when added to an award granted the member under the Workers' Compensation laws of this

state, exceed the normal wage for the day.

- 10.5.3 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 10.5.4 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 10.5.5 Any time a member on industrial accident or illness leave is able to return to work, as verified by an appropriate medical release, he/she shall be reinstated in his/her position, if it exists, or an equivalent one if available.

## 10.6 Medical Transfer

If after a member has exhausted all available paid leaves and he/she remains medically unable to satisfactorily perform his/her regular job class duties, said member shall be placed on a re-employment list for a period of 39 months.

- 10.6.1 When a permanent, temporary or substitute position in the member's regular job class becomes available and the member has become medically able to perform the duties of the position, the District will fill such position from the re-employment list. His/her re-employment will take preference over all other applicants except for those laid off for lack of work or lack of funds.
- 10.6.2 When a temporary opening/position or a permanent position in a job class other than the member's regular job class becomes available, the District, in filling the position, will grant preferential consideration to members on the re-employment list over all other applicants except those laid off for lack of work or funds, provided that:
  - a) The member is medically able to perform the duties of the position.
  - b) The member meets the minimum desirable qualifications for the position as determined by the Human Resources Division and has formally requested consideration in that area of employment.

"Preferential consideration" means that a member will be granted an interview for an available job classification pursuant to this section.

10.6.3 Placement of a member in a vacant position in accordance with Section 10.6.2 may be made, at the District's option, at any time after the member becomes medically unable to perform the duties of his/her regular job class, but before exhaustion of any other remaining paid leaves the member is entitled to receive.

## 10.7 Entitlement to Other Sick Leave

Each member shall once a year be credited with a total of 100 days of sick leave, which shall include sick leave provided under section 10.4.1 of this Article. The additional sick leave provided by this section shall be compensated at the rate of fifty (50%) percent of the member's regular salary and shall be used after the exhaustion of leaves provided in Sections 10.4 and 10.5.

## 10.8 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for a member who is in paid status and all benefits accruing under the provisions of this Article shall continue to accrue under such absence.

A member on an unpaid leave of absence, while not constituting a break in service, nevertheless is not in paid status for purposes of determining seniority based on Section 12.3.3.

## 10.9 Miscellaneous Leave of Absence

A permanent member may be granted, subject to District approval, unpaid leave for the following reasons, not to exceed the length of time specified. Attendance shall be a factor in considering requests for leave.

- (a) Further education - enroll as a student in school of higher learning for one (1) year.
- (b) Member Health - one (1) year.
- (c) Personal - one (1) year. A member electing to take a leave under "Personal" leave must indicate to the District the specific leave time requested. This leave time, once granted to the member, shall be irrevocable.

Leaves under this section shall not be counted toward retirement.

## 10.10 Unpaid Parental Leave

An unpaid parental leave of absence shall be granted to a permanent member in relation to child rearing as follows: A member shall be entitled, upon request, to an unpaid leave to begin at any time between the commencement of the pregnancy and one (1) year after the member's child is born. Said member shall

make formal application to the Human Resources Department for unpaid parental leave. This section is in lieu of or in addition to the use of sick leave for physical disability relating to the pregnancy.

#### 10.11 Personal Necessity

A member may use up seven (7) days per year of sick leave earned under 10.4 of this Article at his/her election for absences caused by personal necessity. Personal necessity is defined as an emergency or personal matters which require the member to be absent from work during his/her regular work hours and which cannot be accomplished during the member's non-work hours. Determination of what constitutes "personal necessity" for a given individual shall be the responsibility of that individual.

Except in the case of an emergency, the employee will give his/her supervisor 48 hours notice regarding such absence. In addition, the member shall make a reasonable effort to avoid scheduling or using such days on Monday or Friday of the work week or the day preceding or subsequent to any scheduled school year recess or holiday period. Emergency PN on Monday and Friday and the day preceding or following a holiday period is limited to four (4) days per year.

In claiming personal necessity, the member is certifying that such leave was not for any of the following:

- (a) Recreation
- (b) Other Employment
- (c) Work Stoppage or Strike
- (d) Any Illegal Activity

#### 10.12 Critical Illness Leave

Three (3) days of critical illness leave per year (non- cumulative) shall be granted each member in the event of critical illness or injury to a member of his/her immediate family (as defined in Section 10.1). A physician must provide a statement indicating that the nature of the illness or injury is critical. The word "critical" as used herein is defined as it is used in the medical profession, indicating that there is serious doubt concerning the survival of the patient.

#### 10.13 Terminal Illness

When a member has written verification from a doctor that an illness appears to be terminal, the District shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of other benefits.

#### 10.14 Occupational Study/Retraining Leave

The District may grant any member who has served the District in a satisfactory manner for a minimum period of three (3) consecutive years, an unpaid leave of absence not to exceed one (1) year for the purpose of permitting study by the member or for the purpose of retraining the member to meet changing work-related conditions within the District. Attendance shall be a factor in considering requests for leave.

## 10.15 Family Care Leave

The District shall grant any member who has achieved permanent status, an unpaid leave for a maximum of four (4) months (in a twenty four month period), and a minimum of five (5) consecutive work days, for the purpose of caring for a child, a spouse, or a parent who has a serious health condition supported by certification issued by a health care provider. The employee may be required to use accrued vacation leave during the family care leave period. The District can decline the leave if the child's other parent is also taking family care leave from employment during the same time, or is unemployed.

## 10.16 Return from Leaves

This section applies to members who have taken paid or unpaid leaves.

10.16.1 Upon returning from a paid leave of absence, the member shall assume the duties of his/her absented position provided that, during the period of absences, there has been no change in the member's capacity to meet the requirements of the position.

10.16.2 For a person returning from a Board granted unpaid leave, of 10 or more months, or if the position of a person on paid leave is no longer in existence, the member shall be assigned to a vacant position in his/her class, or if there is no vacant position, he/she shall be treated in the same manner as if there were a reduction in force.

10.16.3 Upon the ending date of a personal leave, the employee shall be fully licensed (if required in the job classification) and be able to actively re- enter the position vacated for the leave. Should the employee fail to meet this requirement, the employee may be provided an additional sixty (60) days of non paid leave for the purpose of obtaining the license/certificate(s) required for the position. If the employee fails to receive the license/certificate(s) within the extended leave period, the employee will be deemed to have submitted an irrevocable resignation effective at the end of this leave period.

10.16.4 A member who fails to notify the Human Resources Division of his/her intent to return to active status within three (3) work days after the effective date of return to service from the leave may be subject to a charge of job abandonment and subsequently disciplinary action.

## 10.17 Catastrophic Leave Bank

10.17.1 Purpose and Definition: To provide additional paid sick leave benefits for permanent employees who suffer a catastrophic illness to supplement the extended leave entitlement in 10.7 so that the employee can receive full pay during the extended sick leave period. Donations to the sick leave bank shall not be considered utilization of sick leave for evaluation purposes related to attendance.

Catastrophic illness “or injury” means an illness or injury expected to incapacitate the employee for an extended period fifteen (15) working days or more, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her accrued sick leave.

10.17.2 Donations: To donate an employee must:

1. Have at least five (5) days of accrued sick leave following the donation.
2. Donate a minimum of 1 day (of employees regular scheduled hours) of accrued sick leave or vacation, not to exceed 3 days.
3. Complete the irrevocable donation form during the donation period (during the month of November) and submit it to the Human Resources Department by the last working day in November.
4. Not donate vacation days if it results in any unpaid period during the winter and Spring recess periods (less than 12 month employees).

10.17.3 Utilization: To be eligible an employee must:

1. Have used all available regular sick leave, vacation, compensatory time off and personal necessity.
2. Have made an annual donation of at least one day (employee’s regular scheduled hours) unless determined otherwise by the committee.
3. Not request the leave for a stress related illness.
4. Submit a completed request form to the Human Resources Department.

For an employee to utilize the bank:

1. The Sick Leave Bank Committee consisting of the Human Resources Director (Chairperson), two members identified by the Teamsters unit, and one administrator selected by the District shall approve any request. All member information in the request shall remain confidential to the member. The request shall require a majority vote of the committee members and all votes shall be confidential.
2. The maximum number of days allowed one employee for any approved catastrophic illness shall not extend beyond the 100 days sick leave entitlement pursuant to 10.7 when combined with other available leaves.
3. A request for additional days following the original request must not exceed the maximum of 100 days in #2 in this section.

#### 10.17.4 Miscellaneous Guidelines:

1. Any approved days unused by the employee shall be returned to the sick leave bank.
2. Employees using the bank shall receive the same pay the employee would have earned had the employee worked that day.
3. The Sick Leave Bank Committee shall administer the Sick Leave Bank and the hours contained therein and the District shall provide all necessary information to the Committee for these purposes.
4. The Teamsters unit will be responsible for the solicitation of donations.
5. A donation to the bank shall be a general donation and not be donated to a specific employee for his/her exclusive use.
6. The bank will have a maximum of 2000 hours. The Sick Leave Bank Committee shall, on a yearly basis, determine the number of donated hours required by the members to sustain the 2000 hour maximum.
7. The committee has the authority to exceed the 2000 hour maximum in order to accommodate those employees who did not previously donate to the bank.

#### 10.18 No seniority bid adjustment

No seniority bid adjustment shall occur unless an employee has thirty (30) consecutive calendar days in unpaid leave.



## ARTICLE 11

### 11. SAFETY

#### 11.1 The District shall conform\*

The District shall conform to, and comply with, all health and safety requirements imposed by applicable state or federal laws or regulations adopted under state or federal laws. This does not preclude the District from seeking and procuring variances. An arbitrator will not have the authority, as provided in Article 4.12(d), to overrule the judgment of the appropriate agency regarding health and safety requirements, state and federal laws or regulations.

#### 11.2 A member shall report

A member shall report, verbally and in writing, any unsafe or unhealthful conditions of work to his/her immediate supervisor. In the case of a verbal report, it shall be immediately logged by the supervisor and a written report shall be made by the member the first day back at his/her work site. One (1) copy of the written report is to be sent to the immediate supervisor and one copy retained by the member. The immediate supervisor shall, within twenty (20) days of receipt of the report, or less in an emergency situation, respond in writing to the member stating corrective action taken, to be taken, or, if no action will be taken, state the reason why.

#### 11.3 Safety Review Committee

The district shall establish a safety review committee. This committee shall be composed of two (2) drivers, one (1) driver trainer and one (1) mechanic from the school transportation unit, who shall be selected by the union. In addition to the above mentioned individuals, one supervisor shall be appointed to the committee by management. The district Safety Analyst shall be a member of this committee.

The purpose of the committee is to review and make recommendations regarding safety issues, which shall include vehicle accidents and worker injuries. The committee shall make recommendations in regards to the prevention of accidents and shall identify potential injury causing problems. These shall be communicated to management. The Director of Transportation shall not utilize any identifying factors presented by the committee to discipline any employee of the transportation unit. The members of this committee shall have release time as necessary to accomplish this article as coordinated by the Director of Transportation.

#### 11.4 No member shall be discriminated against

No member shall be discriminated against because of carrying out the provisions of this Article.

## 11.5 Members shall have access to lavatory and restroom

Members shall have access to lavatory and restroom facilities at District work sites. The District shall maintain lavatory and restroom facilities in a safe and healthful condition.

## 11.6 Clothing and Apparel.

For the duration of this agreement the District agrees to provide employees represented by Teamsters a \$200 per year annual payment for the purpose of purchasing and providing their own rain gear and protective footwear. Employees performing safety-sensitive functions shall wear protective footwear that is in good condition, closed toes, closed heel, rubber soled with no more than a one inch heel. These annual payments shall be paid in the following manner.

- a) For the 2021-2022 school year all employees represented by Teamsters and employed for a full year as of May 31, 2022 shall receive the \$200 payment within 60 days of May 31, 2022
- b) For the 2022-2023 school year all employees represented by Teamsters and employed for a full year as of May 31, 2023 shall receive the \$200 payment within 60 days of May 31, 2023.
- c) For the 2023-2024 school year all employees represented by Teamsters and employed for a full year as of May 31, 2024 shall receive the \$200 payment within 60 days of May 31, 2024.

Effective July 1, 2021, the District agrees to furnish to members safety equipment, or gear, or to reimburse the members, with prior approval, for the cost of procuring such, when in the regular course of their employment such equipment or gear is required to ensure the safety of the member or others.

11.6.1 Equipment. The District shall provide necessary equipment on each bus which shall include a tire thumper and may include, but not be limited to, the following: air pressure gauge, tread depth gauge, flashlight and replacement batteries. The District shall replace these items if they become damaged or shopworn. The District shall also provide first aid kits and communicable disease kits for each bus. Each driver shall be responsible to make sure these items are on his/her bus each day.

\*See limitation on Section 4.12(d).

## ARTICLE 12

### 12. TRANSFER/BUS BIDDING PROCEDURES

#### 12.1 Transfers

For purposes of this Article, members shall be divided into two (2) groups, as follows:

12.1.1 Group A - shall consist of all regular bus drivers and bus attendants.

12.1.2 Group B - shall consist of all other transportation classifications.  
(Excludes substitutes)

#### 12.2 Employer-Initiated Transfers (Administrative Transfers)

12.2.1 Involuntary Transfer. A regular employee may be involuntarily transferred for reasons other than disciplinary, based on the needs and best interests of the District, and/or member, provided that such transfer shall not result in loss of pay or benefits to the employee. The member shall be given a minimum of five (5) work days notice prior to the transfer date.

#### 12.3 Member-Initiated Transfers - Group A

12.3.1 Bus and route packages will be assigned by bid. Bids will be made by individual bus drivers (as defined in subsection 12.1.1). Bus attendants will bid on a route package.

12.3.1(a) If the driving assignment does not fulfill the route hours, the district shall be allowed to assign other duties.

12.3.2 Unit members shall be limited to one voluntary transfer per year, excluding the annual bid.

##### 12.3.3

- a. Seniority for purpose of this Article is defined as the date the individual was hired into that classification as a regular employee (probationary or permanent) with no break in service. Break in service is defined as any unpaid time off of 30 days or more that is not a result of layoff, work related injury, FMLA/CFRA, or any other statutory leave. (An example of this provision is if a bus driver becomes a bus attendant, the bus driver then is placed at the bottom of the bus attendant list for bidding purposes).

If an employee accepts a promotion to a higher classification or a lateral assignment, and during the probationary period returns to the original classification, that is not considered a break in service for the purposes of this article. His/her seniority date for bidding will be the date he/she has been in the original classification without a break in service.

- b. The District will establish a list of appropriate buses for each route so individuals can select a bus when they bid routes. The District has the opportunity to change buses when there is an emergency or when the route conditions necessitate changes of vehicles.
- c. shall be considered a voluntary reduction in assigned time.

12.3.4 Annual Intra-Fleet Transfers All Group A drivers shall bid on the choice of a preferred bus and route. The bid each year shall be in August. In addition to the regular August bid, the District has the option of one (1) additional bid.

All Group A bus attendants shall bid on the choice of a preferred route. The District agrees to stage the bus attendant bidding to occur within a reasonable time after bus drivers have bid. In addition to the above-mentioned bid, the District has the option of one (1) additional bid.

12.3.5 Other Transfer - District-Wide Bid Should a position become vacant, or a new position be created at times other than those described in subsection 12.3.4 of this Article, the position shall be filled through the same bidding process described in 12.3.4 of this Article from those eligible to bid (see section 12.3.2).

A driver or bus attendant shall only be eligible to participate in a voluntary transfer if the driver or bus attendant has performed his/her work in a satisfactory manner during the twelve (12) month period prior to the date of the vacancy occurring and the driver or bus attendant is able to immediately assume the responsibilities of the new assignment.

A driver will only be eligible to participate in a voluntary transfer if the driver has driven that type of vehicle within the previous twelve (12) months or has been certified by the District as eligible to drive that type of vehicle.

Should an eleven (11) month vacancy occur at times other than those described in subsection 12.3.4 of this article, the position shall be filled through the same bidding process described in 12.3.4 of this Article from those eligible to bid. Additionally, a calendar shall be established to ensure that the employee fulfills the required days of work.

12.3.6 From April 15 through the end of the regular school year, the district has the right to fill vacancies in whatever manner is needed including through use of substitutes.

12.3.7 When a long-term temporary opening occurs (30 work days or longer), based on the statement of the driver or bus attendant at the outset of the opening, or a position becomes vacant (available to be filled on a permanent basis), drivers and bus attendants may submit an application for an administrative transfer. The District shall fill the long-term temporary opening or vacant position by administratively transferring the most senior driver or bus attendant who has submitted an application.

12.3.8 Drivers or Bus Attendants Return - Temporary Vacancy - Long/Short Term. If the driver or bus attendant who is absent and created the vacancy is able to return to work sooner than expected, he/she may do so, provided the driver or bus attendant has given five (5) working days' notice.

The driver or bus attendant(s) filling the position(s) as a temporary vacancy will return to their former routes/package at the previously assigned hours.

12.3.9 General Bidding Procedures

- a. The District shall post a list of all bus and route packages available in the drivers' room adjacent to the transportation operations center and in the center for a minimum of five (5) workdays. (Temporary Long- Term or Other Transfers 12.3.5.)
- b. When more than one driver or bus attendant bids on a single bus route package, the regular employee with the greatest hire date seniority will receive the assignment. In the event two (2) or more regular employees have identical hire date seniority, the regular employee to receive the assignment shall be that applicant with the most senior hire date as a substitute bus driver or bus attendant.
- c. Determination of bus and route assignments based upon this bidding procedure will be accomplished by the District.
- d. A driver or bus attendant shall only be eligible to participate in a bid if the driver or bus attendant has performed his/her work in a satisfactory manner during the twelve (12) month period prior to the date of the vacancy occurring and the driver or bus attendant is able to immediately assume the responsibilities of the assignment.
- e. A driver will only be eligible to participate in the bid if the driver has driven that type of vehicle within the previous twelve (12) months or has been certified by the District as eligible to drive that type of vehicle.

## 12.4 Regular Employee-Initiated Transfers-Group B

A permanent regular employee in Group B may apply for transfer to another position of the employee's primary classification and work schedule by filing a written request with the District.

To be considered for voluntary transfer into a vacant position, a regular employee must have performed his/her work in a satisfactory manner during the twelve (12) month period prior to the date of the vacancy occurring. The most senior regular employee who is qualified for the vacant position shall be given the assignment.

Upon written notification of a pending or actual vacancy in a Transportation Unit position, the District shall post a notice of the vacancy on the bulletin boards.

If a regular employee(s) is interviewed for a position under the provisions of this Article, and is not appointed, the regular employee(s) shall be given, upon request, the specific reason(s) for the denial.

## 12.5 Notification of Results

Temporary and Other Transfers. Drivers or attendants who have been successful in winning a bid will be notified and their hours will be adjusted upward to reflect their new position.

### 12.5.1 Notification of Bidding

When a twelve-month route or route package becomes vacant (available to be filled on a permanent basis) during the summer months, the route will go up for bid temporarily until the next annual bid, when it will become a permanent posting. The district will notify the transportation chief job steward/designee, who in turn will be responsible for notifying employees of the vacancy by seniority.

## 12.6 Shift Changes - Group B

Whenever a temporary or permanent position becomes available, unit members may apply for the position for purposes of a shift change. The most senior unit member submitting an application shall be permitted to change shifts.

## ARTICLE 13

### 13. TRANSPORTATION-RELATED WORK CONDITIONS

#### 13.0 The driver's primary obligation

The driver's primary obligation is to the home to school regularly assigned route. They may be assigned local field trips that can be completed between the normal start time and the normal end time of their workday to fulfill the route hours. Once the district has met the obligations for mid day local field trips, other duties may be assigned.

#### 13.1 Noon Run Assignments

No assignment will be less than one (1) hour in length. All drivers who accept any available noon assignment to fulfill the route hours.

#### 13.2 Extra Trip Driving Assignments Outside the Regular School Day

13.2.0 An extra trip is any school day trip out of the local area as defined in section 13.5.1 or any non-school day trip.

13.2.1 To be eligible for extra trips, drivers shall meet the following qualifications:

- (a) Be a permanent driver.
- (b) Must have completed the required training trip, then successfully completed the qualifying trip for the specific trip requirements as prescribed by the department.
- (c) Submit in writing his/her desire, to become an extra trip driver. Upon the receipt of the notification, the member's name will immediately be entered on the extra trip roster by hire date seniority.

#### 13.2.2

- (a) The District shall establish six (6) trip lists as follows:
  - (1) Local after hours
  - (2) Weekend,
  - (3) Overnight/Extended Overnight,
  - (4) San Francisco,
  - (5) Bay Area (excluding San Francisco)
  - (6) Mountain\*

\* Due to legitimate snow conditions, a driver may decline a mountain trip without adverse action (refusal) taking place provided they notify the Director of Transportation within 48 hours of the trip's scheduled departure time.

- (b) The extra trip roster will be maintained in the transportation operations office.

13.2.3 The seniority lists as defined in Article 12 section 12.3.3 (a) shall be posted for extra trip drivers. Drivers may sign up for trips on a

voluntary basis. They are not required to drive extra trips. However, once a driver has asked to have his/her name placed on any trip list, two refusals during the school year shall cause the driver's name to be removed from that specific list for the remainder of the school year.

- 13.2.4 Drivers who are unavailable shall notify the department in writing of their unavailability by 12:00 noon on Monday prior to the Thursday posting. Failure of the driver to notify the department in writing of his/her unavailability will be considered as a refusal.
- 13.2.5 All known trips for the following week shall be posted by 12:00 noon Thursday. Trips will be assigned by order of hire date seniority. Drivers shall respond to trip assignments by 12:00 noon of the day after being notified of the assignment. Notice will be both by posting and by individual notice in the employees' mail slots. A driver's failure to respond by 12:00 noon the day following assignment shall be deemed as a refusal. Emergency trips will be posted and assigned for that week in the order received. Each trip requisition will be date and time stamped as received sequentially in the main office by the clerical staff.
- 13.2.6 The completed list will be posted in the drivers' room adjacent to the transportation operations center.
- 13.2.7 Drivers will not be permitted to trade trips.
- 13.2.8 If a driver refuses his/her assigned trip, he/she shall time, date, and sign (in ink) and return the assignment slip to the supervisor who will time and date (in ink) the slip when it is reassigned.
- 13.2.9 Drivers assigned to extra trips are to pre-plan routes to and from destination.
- 13.2.10 If the driving assignment is to cover a route that the driver deems to be unsafe due to road or other conditions, the driver has the option to change the route temporarily at his/her discretion.
- 13.2.11 The District shall provide the driver(s) with litter bags for extra trip assignments upon request of the driver.
- 13.2.12 Drivers shall work with and through the sponsor; however, the driver shall retain primary responsibility for the protection and safety of the bus and its occupants.

### 13.3 Equipment Surveillance

Drivers assigned to extra trips are held accountable for the buses at all times. If parked at a trip destination without safeguards to insure the safety of the



equipment, at least one (1) driver is to stay within sight of the equipment, close enough to thwart attempted vandalism.

#### 13.4 Pre-Trip Bus Check

Drivers assigned to extra trips that will be going out of the Sacramento County, Roseville area, shall pre-check to make sure necessary emergency items are aboard. Items to be checked include:

- (a) An inflated spare tire and wheel.
- (b) Chains if any chance of snow conditions.
- (c) Cellular telephone
- (d) Mechanic check list to be included.

13.4.1 The District will provide a trip packet that contains the necessary materials to complete the trip such as toll tickets, route maps, etc.

13.4.2 The driver shall clean the interior of the bus upon completion of the trip.

#### 13.5 Local Trips

13.5.1 Local trips are regarded as those trips within a 25 mile radius of the State Capitol. Bus drivers may be assigned local trips to fulfill the route hours. If after fulfilling all required hours additional drivers may be assigned local field trips whenever they do not conflict with the regular assignment. These shall be assigned at the management's discretion.

13.5.2 Substitute drivers or bus driver trainers are to be assigned only when no regular drivers are available to drive local trips.

13.5.3 During the period of May 1 through the end of the school year, all local trips will be assigned by the District based on availability and proximity.

#### 13.6 Contract Buses

During the school day, the district may use contract buses subject to the following:

13.6.1 Contract buses may be used only on those days when no district buses are available exclusive of those held for emergencies. The District shall make every reasonable effort to schedule activities on days district buses are available. This does not preclude the District from using these vehicles in an emergency.

13.6.2 A school day trip is defined as a trip that originates prior to the end of the instructional day for whatever school is taking the trip.

13.6.3 For the duration of the Agreement the parties agree that the District

may contract-out for field trips to Monterey and Yosemite.

#### 13.6.4 Week-End Field Trips

The District will make every reasonable effort to schedule district buses, however, specific requests for contract carriers may be honored.

#### 13.7 Routes and Schedules for Bus Drivers

Drivers should report any possible route improvements or desired changes at their earliest opportunity. Any changes (other than those authorized in subsection 13.2.11 of this article) are to be authorized by the operations supervisor/Director.

#### 13.8 Disputes over failure to properly assign trips to drivers

Disputes over failure to properly assign trips to drivers shall be subject to the following grievance procedure. If a driver claims that he/she should have been assigned a trip and was not, such claim shall be submitted to a committee of four (two appointed by the Union and two by the District) within ten (10) days. As a remedy for denial of a trip, the District, within 30 days of a finding by the committee, shall provide equivalent hours to the affected employee, as decided by the committee.

If this committee is unable to resolve this issue, it shall be referred to the Director of Transportation or the Directors' designated replacement, whose task it shall be to provide a remedy of equivalent hours to the affected employee.

## ARTICLE 14

### 14. TRAINING

#### 14.1 In service Training Program

The District shall continue to provide a program of in- service training for employees in the Transportation Unit designed to maintain a high standard of performance and to increase the skills of employees in the unit.

#### 14.2 Bus Drivers Advisory Committee

A training advisory committee composed of two bus drivers in the Transportation Unit, to be selected by the Union, and two (2) members appointed by the District, shall be maintained. The purpose of the Advisory Committee will be to review plans with the Manager of Transportation, or his/her designee, for in-service training programs, and to provide recommendations concerning improvement of programs.

Transportation Unit employees shall be granted reasonable release time to carry out the committee obligations.

#### 14.3 In Service Training Time

In-service training shall be provided by the district during the calendar year as required by law.

14.3.1 For drivers with license restrictions, the District will provide 15 hours of proficiency training during their recertification year. The driver shall request this assistance in writing to the training supervisor, who will then set a training schedule.

Other drivers shall be provided with five (5) hours of proficiency training during their recertification year. The driver shall request this assistance in writing to the training supervisor, who will then set a training schedule.

#### 14.4 Reimbursement for Tuition

The District shall provide a total amount of up to \$4000 per year, not cumulative from year-to-year, for reimbursement for regular employees attending training and/or educational activities that have been previously recommended by their immediate supervisor and approved by the Director of Transportation.

#### 14.5 The District shall provide Training

The District shall provide each mechanic with 16 hours per year of training at no loss of pay or benefits.

#### 14.6 Automotive Service Excellence (ASE) School Bus Pilot Program

The parties agree that Automotive Service Excellence (ASE) School Bus certification is a priority for District mechanics. For the 2021-2022 school year the District agrees to:

- Purchase a set of ASE test prep materials
- Reimburse Teamsters mechanics for the cost of registration and the initial testing fees for each test upon proof of ASE Masters Certification.

The parties agree to revisit this pilot during the spring of 2022 to determine the effectiveness of the pilot and explore additional options if needed. Furthermore, the parties agree to reopen this pilot for the 2022-2023 bargaining session.

## ARTICLE 15

### 15. CONTRACT

#### 15.1 Parties to the Contract

This Agreement is made and entered into this first day of July 2021, by and between the San Juan Unified School District, herein referred to as the District, and the Chauffeurs, Teamsters and Helpers, Local 150, herein referred to as the Union.

#### 15.2 Distribution of Contract

Within thirty (30) workdays after all parties have signed the contract, the Union shall print or duplicate and provide without charge a copy of this contract to every employee in the Transportation Unit. Any employee who becomes a member of the Transportation Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Union, within ten (10) working days, without charge, with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

#### 15.3 Savings

15.3.1 If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or by a decision of the Public Employment Relations Board or its successors, the remainder of this Agreement shall not be affected thereby.

15.3.2 In the event of invalidation of any of the terms or conditions of this Agreement, either party may request to reopen negotiations with regard to the invalidated terms or conditions of agreement. If both parties consent to reopen negotiations under this Article, such negotiations shall commence within thirty (30) days of the date of consent.

#### 15.4 The parties agree

The parties agree for the duration of this contract only, the District will not contract out any of the system except as provided above and that which is already being done.

#### 15.5 Budget Transparency

During the term of this agreement, the district shall make available copies of formal budget reports, including the Adopted Budget, the First Interim Report, the Second Interim Report, the Third Interim Report (if applicable) and Unaudited Actuals report. These reports comply with the format required by the state, and contain information regarding historical and projected budget information. Such information may include current and multi-year projections for enrollment, revenues, expenditures, and assumptions used for budget development. These reports are readily available on the district website. The Teamsters Local #150 Business Representative may also request hard copies of

these reports from the district's Labor and Employee Relations Office. The district also agrees to provide a training session for the Teamsters Local #150 Business Representative and bargaining team. The intent of the training will be to teach the participants to better understand the information provided in the reports listed above.

## ARTICLE 16

### 16. LAYOFF

The parties agree to meet during the 2021-2022 school year to discuss the components of a severance incentive package during time of layoff in preparation for bargaining in the spring of 2022. Recommendations from this committee will be provided to both teams and will be non-binding.

#### 16.1 Definitions (Procedure)

16.1.1 Employee. An employee for the purpose of this article is a permanent or probationary employee who is a member of the classified service.

16.1.2 Layoff. Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the governing board. A layoff for purposes of this article shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds. Any voluntary reduction in regularly assigned time in lieu of layoff shall be considered a layoff for purposes of this article.

16.1.3 Because of the fiscal crisis, the District is unwilling to extend a retirement incentive at this time, however, the District commits to consider an early retirement incentive when and if layoffs are necessary. The criteria for the decision include whether fewer layoffs would be necessary, the impact of the affordability of the transportation program, and when the voluntary elimination of higher cost positions.

#### 16.2 Order of Layoff (Procedure)

16.2.1 Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has the most recent hire date in the class, plus higher classes, shall be laid off first.

a) Relief drivers and bus drivers shall be considered the same classification for layoff purposes only.

16.2.1.1 For employees whose date of hire is on or after July 1, 1971, seniority will be determined by hire date in classification.

16.2.1.2 For employees who have service prior to July 1, 1971 without a break in service, seniority means all time spent in continuous service from date of regular appointment excluding time absent on unpaid leave. These drivers will be placed in rank order based upon seniority. All other drivers hired after July 1, 1971 will follow based on hire date.

16.2.2 If two (2) or more employees subject to layoff have the same classification hire date as a regular employee, the determination as to who shall be laid off shall be made in the following manner:

- a) It will be based on the hire date in a substitute status with the employee hired first being retained.
- b) If that is equal, the member with the earliest date of application shall be retained.
- c) Where all the above is equal, the District shall determine if retention of one of the employees would further the goals of the District Affirmative Action Program and shall retain him/her. Otherwise, determination as to which employee is laid off shall be made by lot.

16.2.3 An employee who is laid off from a class and who has previous service in an equal or lower class and who has greater seniority, by hire date, shall have the right to bump the employee having the least seniority by hire date in the equal or lower class. Seniority in an equal or lower class shall be based on hire date as a regular employee in the equal or lower class.

### 16.3 Notification of Layoff (Procedure)

16.3.1 The District shall transmit a copy of the board agenda to the Union regarding any proposed layoff. This shall constitute notice to the Union of said layoff.

16.3.2 Within two (2) weeks of board action approving layoff, the District shall provide the Union with a copy of a seniority roster and a list of employees to be laid off.

16.3.3 The District shall notify the affected employees in writing a minimum of thirty (30) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than thirty (30) days notice may be given.

### 16.4 Improper Layoff Rights

16.4.1 Any employee who is improperly laid off and is otherwise entitled to employment shall be re-employed in the same or equal class immediately upon discovery of error.

16.4.2 Accumulated sick leave, prior to layoff plus accumulated sick leave and vacation allowance for time not employed with the District as a result of improper layoff, will be reinstated.

16.4.3 The employee will be reimbursed for all loss of pay from the District, as a result of the improper layoff, less any earnings the employee received from any other employment while on layoff.



- 16.4.4 If the employee believes that, as a result of layoff, he/she has not been made financially whole by the District under 16.4.3, the employee may file a grievance at Step IV.

## 16.5 Separation Benefits

- 16.5.1 Vacation time earned and unused at the time of layoff shall be computed and paid off with the final salary warrant due the employee.
- 16.5.2 Eligibility for District contributions for dental, health, and vision insurance shall not be reduced for six (6) months despite the fact the hour-per-week qualification may change due to a voluntary reduction of hours by the employee to avoid layoff.
- 16.5.3 The District will provide any laid-off employee the contractual District contribution amount toward health, dental and vision insurance for three (3) calendar months following the affected employee's final scheduled day of employment.
- 16.5.4 Any employee who has received a layoff notice shall, upon his/her request, be allowed to take any unused accumulated vacation entitlement prior to the effective date of the layoff.

## 16.6 Re-Employment from Layoff

- 16.6.1 Employees laid off because of lack of work or lack of funds are eligible to re-employment for a period of 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional placement processes within the District during the period of 39 months.
- 16.6.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided that the same tests for fitness under which they qualified for appointment to the class shall still apply. The employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.
- 16.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee.

- 16.6.4 A laid off employee shall notify the District of his or her intent to accept or refuse re-employment within five (5) workdays following the delivery/or first notice of certified mailing of the re-employment notice. Failure to respond constitutes a refusal. After three refusals, for re-employment, an employee shall be considered unavailable for re-employment and shall not be notified of future vacancies until the laid-off employee notifies the Human Resources Department, in writing, that he/she is available for re-employment.
- 16.6.5 Employees shall be re-employed in the highest rated job classification available in accordance with their hire date seniority in the class from which they were laid off, plus higher classes. Employees who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.
- 16.6.6 Should an employee who had elected retirement in lieu of layoff subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.
- 16.6.7 Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- 16.6.8 Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.

## 16.7 Effects on Bidding Procedure

- 16.7.1 In the event of any layoff of employees in the Transportation Unit, the provisions of this article shall supersede any other provisions of the contract regarding the bidding procedure for bus drivers.



**SAN JUAN UNIFIED SCHOOL DISTRICT**  
 Transportation Unit Salary Schedule (Teamsters)  
 2024 – 2025 Salary Schedule

Salary Range	Classification Title	Minimum	Maximum
19	Bus Attendant	\$17.93	\$22.40
20	Bus Attendant II	\$18.31	\$22.93
22	Van Driver	\$19.11	\$24.23
29	Bus Driver (Includes Relief Drivers)	\$22.49	\$28.26
30	Transportation Operation Technician Junior Mechanic (Transportation)	\$23.04	\$28.94
32	Delegated Behind-the-Wheel Trainer	\$24.16	\$30.32
33	Lead Transportation Operation Technician	\$24.70	\$31.02
35	School Bus Driver Instructor	\$25.86	\$32.37
42	Equipment Mechanic I	\$30.46	\$38.33
43	Equipment Mechanic II	\$31.13	\$39.24
44	Lead Equipment Mechanic (Transportation)	\$31.88	\$40.10

**SHIFT DIFFERENTIAL**

2nd Shift (3:00 pm - 10:59 pm) additional 3.55%  
 3rd Shift (11:00 pm - 6:59 am) additional 3.55%

**ANNIVERSARY/LONGEVITY INCREMENTS**

1. 2.75% of base salary after 10 years of completed services in the San Juan Unified School District
2. 5.00% of base salary after 15 years of completed services in the San Juan Unified School District (the 5.00% includes the year 10 increment).
3. 7.50% of base salary after 20 years of completed services in the San Juan Unified School District (the 7.50% includes the 10 and 15 year increments).
4. 10.0% of base salary after 25 years of completed services in the San Juan Unified School District (the 10.0% includes the year 10, 15, and 20 year increments).

**Board Approval Date: July 30, 2024**

Longevity Increase Effective July 1, 2022  
 All rates are per hour



**SAN JUAN UNIFIED SCHOOL DISTRICT**  
 Transportation Unit Salary Schedule (Teamsters)  
 2024 – 2025 Salary Schedule

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
19	Monthly	\$3,108	\$3,243	\$3,388	\$3,565	\$3,734	\$3,883
	Hourly	\$17.93	\$18.71	\$19.55	\$20.57	\$21.54	\$22.40
20	Monthly	\$3,174	\$3,312	\$3,479	\$3,641	\$3,823	\$3,975
	Hourly	\$18.31	\$19.11	\$20.07	\$21.01	\$22.06	\$22.93
21	Monthly	\$3,243	\$3,388	\$3,565	\$3,734	\$3,898	\$4,061
	Hourly	\$18.71	\$19.55	\$20.57	\$21.54	\$22.49	\$23.43
22	Monthly	\$3,313	\$3,479	\$3,641	\$3,823	\$3,994	\$4,200
	Hourly	\$19.11	\$20.07	\$21.01	\$22.06	\$23.04	\$24.23
23	Monthly	\$3,387	\$3,566	\$3,734	\$3,898	\$4,086	\$4,253
	Hourly	\$19.54	\$20.57	\$21.54	\$22.49	\$23.57	\$24.54
24	Monthly	\$3,479	\$3,641	\$3,823	\$3,994	\$4,188	\$4,355
	Hourly	\$20.07	\$21.01	\$22.06	\$23.04	\$24.16	\$25.13
25	Monthly	\$3,566	\$3,734	\$3,898	\$4,086	\$4,284	\$4,464
	Hourly	\$20.57	\$21.54	\$22.49	\$23.57	\$24.72	\$25.75
26	Monthly	\$3,641	\$3,823	\$3,994	\$4,188	\$4,389	\$4,559
	Hourly	\$21.01	\$22.06	\$23.04	\$24.16	\$25.32	\$26.30
27	Monthly	\$3,734	\$3,898	\$4,086	\$4,295	\$4,480	\$4,659
	Hourly	\$21.54	\$22.49	\$23.57	\$24.78	\$25.85	\$26.88
28	Monthly	\$3,823	\$3,992	\$4,188	\$4,384	\$4,589	\$4,777
	Hourly	\$22.06	\$23.03	\$24.16	\$25.29	\$26.48	\$27.56
29	Monthly	\$3,898	\$4,086	\$4,282	\$4,482	\$4,698	\$4,899
	Hourly	\$22.49	\$23.57	\$24.70	\$25.86	\$27.10	\$28.26
30	Monthly	\$3,994	\$4,186	\$4,388	\$4,587	\$4,815	\$5,016
	Hourly	\$23.04	\$24.15	\$25.32	\$26.46	\$27.78	\$28.94
31	Monthly	\$4,086	\$4,282	\$4,482	\$4,698	\$4,924	\$5,122
	Hourly	\$23.57	\$24.70	\$25.86	\$27.10	\$28.41	\$29.55
32	Monthly	\$4,188	\$4,389	\$4,589	\$4,815	\$5,045	\$5,256
	Hourly	\$24.16	\$25.32	\$26.48	\$27.78	\$29.11	\$30.32
33	Monthly	\$4,282	\$4,482	\$4,698	\$4,924	\$5,166	\$5,377
	Hourly	\$24.70	\$25.86	\$27.10	\$28.41	\$29.80	\$31.02
34	Monthly	\$4,388	\$4,587	\$4,815	\$5,045	\$5,280	\$5,501
	Hourly	\$25.32	\$26.46	\$27.78	\$29.11	\$30.46	\$31.74
35	Monthly	\$4,482	\$4,698	\$4,924	\$5,166	\$5,395	\$5,610
	Hourly	\$25.86	\$27.10	\$28.41	\$29.80	\$31.13	\$32.37
36	Monthly	\$4,589	\$4,815	\$5,045	\$5,280	\$5,526	\$5,756
	Hourly	\$26.48	\$27.78	\$29.11	\$30.46	\$31.88	\$33.21
37	Monthly	\$4,698	\$4,924	\$5,166	\$5,395	\$5,674	\$5,898
	Hourly	\$27.10	\$28.41	\$29.80	\$31.13	\$32.74	\$34.03



**SAN JUAN UNIFIED SCHOOL DISTRICT**  
 Transportation Unit Salary Schedule (Teamsters)  
 2024 – 2025 Salary Schedule

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
38	Monthly	\$4,815	\$5,045	\$5,280	\$5,526	\$5,807	\$6,047
	Hourly	\$27.78	\$29.11	\$30.46	\$31.88	\$33.50	\$34.89
39	Monthly	\$4,924	\$5,166	\$5,395	\$5,674	\$5,947	\$6,181
	Hourly	\$28.41	\$29.80	\$31.13	\$32.74	\$34.31	\$35.66
40	Monthly	\$5,045	\$5,280	\$5,526	\$5,807	\$6,081	\$6,334
	Hourly	\$29.11	\$30.46	\$31.88	\$33.50	\$35.08	\$36.54
41	Monthly	\$5,166	\$5,395	\$5,674	\$5,947	\$6,229	\$6,481
	Hourly	\$29.80	\$31.13	\$32.74	\$34.31	\$35.94	\$37.39
42	Monthly	\$5,280	\$5,526	\$5,807	\$6,081	\$6,388	\$6,643
	Hourly	\$30.46	\$31.88	\$33.50	\$35.08	\$36.85	\$38.33
43	Monthly	\$5,395	\$5,674	\$5,947	\$6,229	\$6,534	\$6,801
	Hourly	\$31.13	\$32.74	\$34.31	\$35.94	\$37.70	\$39.24
44	Monthly	\$5,526	\$5,807	\$6,081	\$6,388	\$6,678	\$6,951
	Hourly	\$31.88	\$33.50	\$35.08	\$36.85	\$38.53	\$40.10

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**Board Approval Date: July 30, 2024**

Monthly figures based on 8 hours per day, 260 workdays per year at listed hourly rate.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
SAN JUAN UNIFIED SCHOOL DISTRICT (District)  
AND  
TEAMSTERS LOCAL NO. 150 (Teamsters)**

**ADDITIONAL SUPPORT FROM VENDORS TO PROVIDE ROUTE ASSISTANCE**

**Updated July 30, 2024**

**Background:**

There is a national shortage of school bus drivers and correspondingly the District has been experiencing similar significant shortages of school bus drivers. The District has also been unsuccessful in filling vacant school bus driver trainer positions.

**Intent:**

It is the intent of this MOU for the District to contract with outside vendors to provide routing support to augment the District's current home-to-school bus service obligations, which cannot be covered by District school bus drivers due to the national shortage. The District and the Teamsters agree that this relationship will be entered into to supplement, not supplant, the work of current District school bus drivers. This agreement shall not be considered a violation of Article 15.4 or any other Article of the current Collective Bargaining Contract between the District and Chauffeurs, Teamsters and Helpers, Local No. 150.

**Agreement:**

1. The Teamsters and the District agree that the District will contract with outside vendors to provide school bus route support to the District.
2. The Teamsters and District agree that this agreement shall be subject to the grievance procedure as outlined in Article 4.
3. The Teamsters and District agree that outside vendors cannot displace current employees.
4. The District agrees that current employees' schedules will not be reduced as a result of supplementary services agreements.
5. The Teamsters and District agree that outside vendors cannot be assigned to a bus route maintained at eight (8) hours per day pursuant to Article 5.2. In addition, if the hiring of outside vendors results in an increase in the total number of bus routes, there will be a proportionate increase in the number of Teamster employees entitled to an assignment of eight (8) hours per day pursuant to Article 5.2.
6. The Teamsters and District agree that outside vendors will not be assigned to noon routes. Noon routes are considered bus runs which are routed during the mid-day, between normal bell times and will not include routes which can be performed at times when District drivers are available.
7. The District agrees to provide to the Teamsters bi-annual written reports on matters related to this MOU, such as the District's hiring efforts, the number of outside vendors hired, the hours of work each vendor performs, the number of drivers trained and the most affected routes and or days. Upon review the Teamsters may provide a written response and request a meet and confer related to specific issues generated by their response to the report.

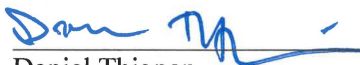
**Length of Agreement:**


The Teamsters and the District agree that this MOU will remain in effect through December 31, 2024. Absent an agreement to extend the terms of this MOU it sunsets on December 31, 2024.

The District and Teamsters also agree that by contracting out for bus drivers on an interim basis, it is not to be construed as a practice of both parties.

**Bargaining Unit Positional Retention:**

During the length of this MOU, the District will continue to faithfully attempt to hire and fill vacant school bus driver positions.

 - 8-15-24  
Date  
Daniel Thigpen  
Executive Director  
Labor Relations and Government Affairs  
San Juan Unified School District

 8/15/24  
Date  
Alan Daurie  
Business Representative  
Teamsters Local No. 150



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
SAN JUAN UNIFIED SCHOOL DISTRICT (District)  
AND  
TEAMSTERS LOCAL No. 150 (Teamsters)**

**ADDITIONAL SUPPORT FROM VENDORS TO TRAIN SCHOOL BUS DRIVERS**

**Updated July 30, 2024**

**Background:**

There is a national shortage of school bus drivers and correspondingly the District has been experiencing similar significant shortages of school bus drivers. The District has also been unsuccessful in filling vacant school bus driver trainer positions.

**Intent:**

It is the intent of this MOU for the District to contract with outside vendors to provide instructional support to new District school bus driver candidates. The District and the Teamsters agree that training prospective new school bus drivers should be done in the most expeditious manner possible.

**Agreement:**

The Teamsters and the District agree that the District will contract with outside vendors to:

1. Provide instructional support to the District, as per the requirements set forth in the Education Code, for California school bus drivers.
2. Provide instructional support to the District, as necessary, to help prepare and train prospective District school bus drivers.
3. The Teamsters and District agree this MOU is subject to the grievance procedure as outlined in Article 4 of the collective bargaining agreement.
4. The Teamsters and District agree employees may be sent to training outside of the District, at the District's cost, with management's approval.
5. The District agrees to provide to the Teamsters bi-annual written reports on matters related to this MOU, such as the District's hiring efforts, the number of outside vendors hired, the hours of work each vendor performs, the number of drivers trained and the most affected routes and or days. Upon review the Teamsters may provide a written response and request a meet and confer related to specific issues generated by their response to the report.


**Length of Agreement:**


The District and Teamsters agree this MOU will remain in effect through **June 30, 2025**. Absent an agreement to extend the terms of this MOU it sunsets on **June 30, 2025**.

The District and Teamsters also agree that by contracting out for bus driver trainers on an interim basis, it is not to be construed as a practice of both parties.

**Bargaining Unit Positional Retention:**

During the length of this MOU, the District will continue to faithfully attempt to hire and fill vacant school bus trainer positions.

 8-15-24  
 Daniel Thigpen Date  
 Executive Director  
 Labor Relations and Government Affairs  
 San Juan Unified School District

 8/15/24  
 Alan Daurie Date  
 Business Representative  
 Teamsters Local No. 150



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
SAN JUAN UNIFIED SCHOOL DISTRICT (District)  
AND  
TEAMSTERS LOCAL No. 150 (Teamsters)**

**CREATION OF A DELEGATED BEHIND-THE-WHEEL TRAINING PROGRAM**

**Updated July 30, 2024**

**Background:**

There is a national shortage of Delegated Behind-The-Wheel Trainers and correspondingly the District has been experiencing similar significant shortages of Delegated Behind-The-Wheel Trainers and school bus drivers.

**Intent:**

It is the intent of this MOU for the District to create a Delegated Behind-The-Wheel Training Program.


**Agreement:**


The Teamsters and the District agree to the following timeline related to the creation of a Delegated Behind-The-Wheel Training Program:

1. Within 60 days of Board approval of this MOU the parties agree to form a sub-committee of two San Juan Unified School District employees and two Teamsters employees.
  - a. The sub-committee will be tasked with creating a DRAFT Delegated Behind-The-Wheel Training Program to be presented to the District and Teamsters Local No. 150 for review within 270 calendar days of Board approval of this MOU.
    - i. This DRAFT proposal should include a job description, salary placement, eligibility requirements, application process, and program scope and sequence.
2. Upon mutual acceptance of the Delegated Behind-The-Wheel Training Program the District will begin implementing the program within 90 calendar days.
3. The District agrees to provide the Teamsters bi-annual written reports on matters related to this MOU, such as the District’s implementation efforts and the number of trainees that have entered and exited the program. Upon review the Teamsters may provide a written response and request a meet and confer related to specific issues generated by their response to the report.

**Length of Agreement:**

The District and Teamsters agree this MOU will remain in effect through **June 30, 2025**. Absent an agreement to extend the terms of this MOU, it sunsets on **June 30, 2025**.

 8-15-24  
 \_\_\_\_\_  
 Daniel Thigpen Date  
 Executive Director  
 Labor Relations and Government Affairs  
 San Juan Unified School District

 8/15/24  
 \_\_\_\_\_  
 Alan Daurie Date  
 Business Representative  
 Teamsters Local No. 150

**Letter of Understanding**

In the event that a pay period falls on a holiday, the District agrees to issue the paycheck by no later than the last business day preceding the holiday.

(Added during 2001-2002 Negotiations)

**Letter of Understanding**

Agency Shop and Fair Share Service Fees

If the union exercises its rights under provisions of SB 614 (Senator Burton), to collect Fair Share Service Fees and that law is later repealed, the District and the Union will restore the language of Article 2 of the July 1, 1998 - June 30, 2001 collective bargaining agreement.

(Added during 2001-2002 Negotiations)

**Letter of Agreement**

Parties agree to enter into a wage and salary comparison between Range 22 bus drive positions of the Transportation unit and the following two SJUSD Classified Employee positions:

- 1) Warehouse/Delivery Worker (drives a small parcel van)
- 2) Groundskeeper (drives a lawnmower)

Both parties agree to meet and discuss any inequities identified.

Signed on 11-18-03 by:

Alan Daurie, Business Representative, Teamsters Local, 150  
Vernice Womack, Director, Employer/Employee Relations, SJUSD

**SIDE LETTER OF AGREEMENT BETWEEN SAN JUAN UNIFIED SCHOOL DISTRICT AND TEAMSTERS LOCAL 150 REGARDING LONGEVITY**

During negotiations for the July 1, 2007 - June 30, 2010 successor agreement to the Collective Bargaining Agreement (CBA) between Teamsters Union Local 150, IBT and the San Juan Unified School District an agreement was reached regarding the issue of longevity.

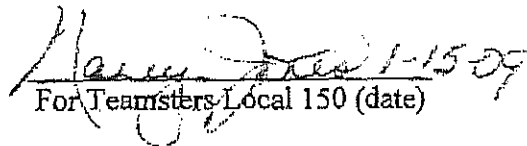
The District "sunshined" the proposal "To comply with PERS requirements." The longevity schedule language was modified and removed (Steps 7 through 10) and is now a separate section in Article 6, Salaries. The current longevity percentage rates will be maintained as written. The intent of this change was based solely on bringing longevity payments structurally into compliance with PERS. The District made it clear that employee's in the Transportation Bargaining Unit represented by Teamsters Local 150 would not be adversely affected by this change. The District also will ensure that any employee negatively impacted by this change would receive longevity for all years of service with the District and would receive compensation as defined in the aforementioned sentence.

This side letter is intended to capture that intent and to replace the side letter of February 26, 1999 signed by Roger Riley for SJUSD and Alan Daurie for Teamsters Local 150. That side letter shall be archived for historical reference. In doing so the following is agreed to:

- 1) The District agrees that longevity pay will be based on the total number of years the employee has been employed by the District.
- 2) Longevity pay will be paid for all compensable hours that an employee works (i.e. summer work, overtime, sick pay, vacation pay, and hours over the guarantee).
- 3) The District agrees there shall be no adverse affects on an employee's PERS in modifying longevity by removing it from the salary schedule (Steps 7 through 10) and having longevity as a separate section in Article 6, Salaries. The current longevity rates as defined in Article 6 shall be maintained.



Jess Serna, Director of Labor Relations  
San Juan Unified School District  
January 15, 2009



For Teamsters Local 150 (date)

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**SAN JUAN UNIFIED SCHOOL DISTRICT (District)**  
**AND**  
**TEAMSTERS LOCAL No. 150 (Teamsters)**

**CREATION OF A VAN DRIVER PROGRAM**  
**Updated July 30, 2024**

This Memorandum of Understanding ("MOU") is between the Teamsters Local No. 150 ("Teamsters") and San Juan Unified School District ("District") regarding the creation of a van driver program. The parties have met and agreed to the following:

**Background:**

During this time of unprecedented driver shortages there is a need to be innovative and provide solutions to meeting the transportation needs of our special education students. The District also has a need to develop and foster an ongoing pipeline of prospective drivers so that it can reduce vacancies and be less reliant on outside vendors to provide services.

After a successful pilot year, the District is recommending the continuation of a van driver program that will provide more flexibility in hiring drivers in a capacity that does not require specific pupil licensing requirements.

**Intent:**

It is the intent of this MOU to outline the conditions under which the District will continue its van driver program [through December 31, 2024](#).

**Agreement:**


The District and Teamsters agree to the following terms:

1. The District will continue the program with a minimum of five (5.0) FTE District Van Driver positions.
  - a. Any addition beyond five (5) District Van Driver positions during the term of this agreement must be made by mutual agreement between the District and the Teamsters.
  - b. When there are vacancies in Van Driver positions, the District may temporarily assign Bus Drivers or contractors to drive a van until the position is filled.
2. Qualified employees enrolled in the District bus driver academy obtaining a Class B school bus driver certification may be assigned to this temporary position for a period of six (6) months from the date of obtaining a Class B permit from the California Department of Motor Vehicles.
  - a. Any extension beyond six (6) months will be made only by mutual agreement between the Teamsters and District.
3. The District Van Driver shall be placed at Salary Range 22 of the Transportation Unit Salary Schedule.
  - a. New hires begin at Step 2.

4. The District and the Teamsters agree that the van driver program will be entered into to supplement, not supplant, the work of current District school bus drivers.
5. The District and the Teamsters agree that van drivers shall not displace current employees.
6. The District and the Teamsters agree that current employees' schedules will not be reduced as a result of implementing a van driver program.
7. During the length of this MOU, the District will continue to faithfully attempt to hire and fill vacant school bus driver positions.
8. The District and the Teamsters agree that van drivers cannot be assigned to a route that is maintained at eight (8) hours per day pursuant to Article 5.2. In addition, the District will maintain a minimum of 40 8-hour drivers during the term of this agreement.

**Length of Agreement:**

1. The Teamsters and the District agree that this MOU will remain in effect through **December 31, 2024**. This MOU may be revised and/or extended by mutual agreement between the District and Teamsters.
  
2. The parties agree to negotiate the terms of this agreement during the next scheduled round of successor contract bargaining. Items to be negotiated will include but are not limited to reviewing the impacts and effectiveness of the program, to the option to make the program permanent, expanding the program, or making other modifications.

 8-15-24

Daniel Thigpen  
Executive Director  
Labor Relations and Government Affairs  
San Juan Unified School District

Date

 8/15/24

Alan Daurie  
Business Representative  
Teamsters Local No. 150

Date