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

ADDITIONAL SUPPORT FROM VENDORS TO PROVIDE ROUTE ASSISTANCE

Updated Oct. 25, 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 **Teamsters** 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 **unless as a last resort**. 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-Term of Agreement:

The Teamsters and the District agree that this MOU will remain in effect so long as sixty percent (60%) of the total number of district bus routes are maintained at eight (8) hours per day (aka, "8-hour guarantee"), per Article 5.2 of the collective bargaining agreement. Should the 8-hour guarantee in Article 5.2 be reduced in percentage, this MOU shall expire within six (6) months of the effective date of the reduction, unless revised and/or extended by mutual agreement between the District and Teamsters. through December 31, 2024. Absent an agreement to extend the terms of this MOU it sunsets on December 31, 2024. This MOU may be revised and/or extended by mutual agreement between the District and Teamsters.

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

Date

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

11/5/24

Rocio Richards Business Representative Teamsters Local No. 150 Date