

Existing contract language = Normal text
Language to be removed = ~~Strikethrough text~~
New language - **Bold text**

Tentative Agreement

Between

San Juan Unified School District (District)

and the

Teamsters Local No. 150 (Teamsters)

Oct. 25, 2024

Article 1: Recognition

1.2.2 Subsequent Negotiations and “Sunshine” Process: This agreement concludes reopener negotiations that were scheduled for fall 2024 and becomes effective upon ratification by both parties. Timelines in Article 1.2.2 will resume in spring 2025.

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.

Article 5: Hours and Overtime

5.2 Workday

~~For the 2021-2022, 2022-2023 and 2023-2024 fiscal years forty five percent (45%)~~ **During the term of the collective bargaining agreement, sixty percent (60%)** 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.*

5.18 Summer School

5.18.5 General Bidding Procedures

(f) Beginning in the 2024-25 work year (in advance of summer 2025), bidding for summer assignments shall be embedded in a regularly calendared work day. If after summer 2025 the district is unable to continue embedding summer bidding into a regularly calendared work day, members shall be compensated at their hourly rate for the time spent participating in the summer bidding process.

Article 13: Transportation-related Work Conditions

13.2 Extra Trip Driving Assignments Outside the Regular School Day

13.2.2

(c) Beginning in the 2025-26 work year, for members who volunteer to be an extra trip driver, the mandatory mountain trip training shall be embedded in a regularly calendared work day. If after the 2025-26 work year the district is unable to continue embedding the mountain trip training in a regularly calendared work day, members shall be compensated at their hourly rate for the time spent participating in the training.


Memorandums of Understanding (MOUs):

1. The following MOUs will be revised and renewed and are attached to this tentative agreement:
 - a. "Creation of a Van Driver Program"
 - b. "Additional Support from Vendors to Provide Route Assistance"

2. The following MOUs shall be removed from the appendix and added to the collective bargaining agreement under newly created Articles 17 and 18 (respectively). Both are attached to this tentative agreement:
- a. “Additional Support from Vendors to Train School Bus Drivers”
 - b. “Creation of a Delegated Behind-the-Wheel Training Program”

 11-5-24

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

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

CREATION OF A VAN DRIVER PROGRAM
Updated Oct. 25, 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~~ **up to ten (10) 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. **The District may staff a combination of temporary Van Driver positions and permanent Van Driver positions, up to ten (10) total FTE.**
 - c. 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. **Temporary Van Drivers:** 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 term~~ 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 Term of Agreement:

1. 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. 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. This MOU may be revised and/or extended by mutual agreement between the District and Teamsters.~~

 11-5-24
 Daniel Thigpen Date
 Executive Director
 Labor Relations and Government Affairs
 San Juan Unified School District

 11/5/24
 Rocio Richards Date
 Business Representative
 Teamsters Local No. 150

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.

 11-5-24

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

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

 8/15/24
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)**

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
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