

# **NEGOTIATED AGREEMENT**

by and between

**ANCHORAGE SCHOOL DISTRICT**

and

**BUS DRIVERS AND ATTENDANTS UNIT  
GENERAL TEAMSTERS LOCAL 959**

July 1, 2022- June 30, 2025

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## **PURPOSES OF AGREEMENT**

The purposes of this Agreement are to promote the settlement of a labor disagreement by conference, to prevent strikes and walkouts, to stabilize conditions of work in the area affected by this Agreement, to prevent avoidable delays and expense, and to generally encourage a spirit of helpful cooperation between the District and Employee groups to their mutual advantage.

### **ARTICLE 1 RECOGNITION AND UNION SECURITY**

**1.01** The District hereby recognizes General Teamsters Local 959 as the sole and exclusive collective bargaining agency for the positions contained within the classifications and work units referenced in this agreement.

**1.02** When a new bargaining unit employee is hired, the District shall in writing by the last working day of the month notify the Union of (1) the employee's name, (2) the classification in which the employee was hired, (3) the employee's payroll level, (4) the employee's work schedule, (5) the employee's hiring date and time, and (6) the shop steward or Union representative will be provided an opportunity to discuss the benefits of Union membership following the end of a new hire orientation or new hire class and allowed to meet with each newly hired bargaining unit employee outside of work hours.

As the exclusive bargaining representative for the positions contained within the classifications and work units referred to in this Agreement, the Union retains the right to determine whether to process any dispute through the grievance process. Such right includes, but is not limited to, settling a dispute at any stage of the process, or taking a matter to arbitration.

### **ARTICLE 2 UNION ACTIVITIES AND MEMBERSHIP RIGHTS**

**2.01** The District agrees that it will not in any manner, directly or indirectly, interfere or attempt to interfere between any of its employees and the Union, and that the District will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of his Union membership or lawful Union activity.

**2.02** The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues, and the Union shall retain the right to discipline its members at all times. No employee shall be discriminated against for the upholding of Union principles, and no employee who works under the instruction of the Union, or who serves on a committee shall lose his position or be discriminated against for this reason.

**2.03** All references to employees covered by this Agreement designate both sexes and wherever either gender is used, it shall be construed to include both male and female employees.

## **ARTICLE 3**

### **AUTHORIZED REPRESENTATIVES**

**3.01** The Union shall have as its representative a Business Representative who shall be authorized to speak for the Union in all matters covered by this Agreement and shall be permitted to visit any project during working hours.

**3.02** Up to four (4) shop stewards may be appointed from among the employees of the Employer and shall be the last employees terminated unless discharged for just cause. The shop steward shall be allowed to handle requests, complaints, and grievances arising under this Agreement with the proper Employer representative during Anchorage School District business hours, provided no overtime payments are required. The shop steward shall suffer no loss of compensation for a reasonable amount of time spent in the pursuit of his shop steward duties.

**3.03** The Union shall designate to the Employer, in writing, the Union representatives and the Employer shall not be required to recognize or deal with any employees other than those so designated.

**3.04** The Union in Contract negotiations may be represented by the employees in the bargaining unit, not to exceed six (6). Such employees shall be selected in any manner the Union desires. The Union shall designate said employees to the Employer.

**3.05** The School District will provide administrative paid leave for six (6) bargaining team members for actual loss of work time spent in across-the-table negotiations.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to limit or impair the right of the District to exercise its own discretion on all management matters, including by way of illustration, but not limited to the following matter, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

- a.** To manage the District generally; to decide the number and location of facilities; to decide all machines, tools, and equipment to be used; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work, including the school calendar and the number of days of transportation service provided; to maintain order and efficiency in its facilities and operations; to hire, lay off, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine the number of hours and days to be worked; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of its facilities, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees for cause.

- b. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

## **ARTICLE 5 NON-DISCRIMINATION**

The Union and the District are committed to an environment of non-discrimination and agree to comply with applicable statutes, regulations and executive orders adopted by Federal, State and Municipal agencies which prohibit discrimination against any person with regard to employment because of race, color, religion/creed, national origin, sex/gender, age, disability, genetics, marital status, economic status, union affiliation, and other human differences. This prohibition on discrimination relates to hiring, placement, transfer, promotion, upgrading, recruitment, advertisement, layoff, termination, and all other employment decisions.

Employees have the right to use the District's internal discrimination complaint procedure or file with an external agency to resolve any disputes that may arise from this section. This Article is not subject to the grievance procedure.

## **ARTICLE 6 DUES CHECKOFF**

**6.01** The District will deduct current uniform dues, fees and contributions, provided that at the time of such deduction there is in the possession of the District, a current written assignment executed by the employee in the form and according to the terms of the authorization form.

**6.02** The District will deduct current, uniform dues from the pay of the employees for the first pay period ending in a given calendar month.

**6.03** All sums deducted by the District shall be remitted to the Union at 520 E. 34<sup>th</sup> Avenue, Anchorage, Alaska, 99503, not later than the fifteenth (15<sup>th</sup>) day of the calendar month following the month in which such deductions are made.

**6.04** The Union agrees to indemnify, defend, and hold harmless the District from any and all claims made against the District arising from the District's deduction or withholding of dues, assessments, or other fees from earnings as authorized by the employee.

## **ARTICLE 7 NATURE OF WORK**

**7.01** The operation of a school bus on an assigned route involves responsibility for the efficient operation of a passenger bus used in transporting students to and from school. Work is performed in accordance with oral and written instruction outlining the route to be covered or special trips to be made, in compliance with the procedures outlined in the Bus Drivers' Manual. These employees

are also responsible for the discipline and safety of the students while on the bus, when loading, or unloading. Work is reviewed by analysis of trip reports, observation of the manner of handling the bus, and by discussions with the Pupil Transportation Supervisor or the proper administrative authority.

**7.02** Oral instructions given to drivers or attendants which change a stop or are contrary to prior operational procedures shall be reduced to writing before the end of that workday if requested by the driver or attendant.

## **ARTICLE 8 DISCIPLINE AND DISCHARGE**

**8.01** The Employer retains the right to discipline and/or discharge an employee for just cause. The Employer will take into consideration, prior to taking disciplinary action and/or discharge, unsatisfactory performance of duties in written documentation maintained by the Employer.

**8.02** Discipline shall be issued within twenty (20) working days of the date the District knew or should have known of a violation of any rule and/or order of management.

**8.03** If the Employer determines to discharge an employee, the employee shall be given the reason(s), in writing, for such action. Any employee who is discharged shall have the right to grieve under the Grievance Procedure.

**8.04** The Employer and the Union jointly agree that a termination of employment is the most severe disciplinary action that the Employer can take. In order to offer the employee fair treatment, the following will be taken into consideration prior to an employee's discharge:

- A. The Employer will, before finalizing the disciplinary action, make every effort to discover whether or not the employee did in fact violate or disobey a rule and/or order of management.
- B. The Employer agrees to administer disciplinary action and discharge fairly without discrimination against any one particular employee.
- C. The Employer agrees to the concept of progressive discipline and to explore the alternatives available for disciplinary action prior to discharging any employee.

**8.05** Each regular employee shall give the Employer two (2) weeks' notice before leaving their employment, unless mutually agreed beforehand between the Employer and the Union. Except in cases of disciplinary discharge, the employee shall be given two (2) weeks' notice or two (2) weeks' pay prior to involuntary discharge.

**8.06** The employee has the right to request in writing to the Labor Relations Department to have letters of warning and reprimand removed from the official personnel file after one year, except in cases of serious misconduct, e.g. sexual impropriety, violence, insubordination, etc. This opportunity shall not be given in cases of suspension, termination, or disciplinary demotion.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

Any grievance, complaint, or dispute arising as a result of the employee's employment shall be handled in the following manner:

**9.01** The employee shall report the grievance to the shop steward or such other Union representative as may be designated by the Union within twenty (20) working days of the event giving rise to the grievance, or within twenty (20) working days of the time any party knew, or had reason to know, of the existence of the grievance.

**9.02** If the employee/shop steward and the Supervisor of Transportation are unable to resolve the grievance within ten (10) working days, the Union shall submit the grievance in writing to the Director of Transportation Services. Such written grievance shall set forth the circumstances from which the grievance arose as well as any Sections of the Collective Bargaining Agreement which the Union deems to have been violated.

**9.03** If the Director of Transportation Services and the Union representative are unable to resolve the grievance within ten (10) working days, the Union may request in writing that the Director of Labor Relations review the grievance.

**9.04** If the Director of Labor Relations and the Union representative are unable to resolve the grievance within ten (10) working days, the Union or District may refer the grievance to arbitration within fifteen (15) calendar days after the written decision of the Director of Labor Relations. The arbitration will be scheduled to commence within thirty (30) days from receipt of the request by the Union or the District to proceed to arbitration. To insure the time constraints in this procedure are met, the Union shall request a list of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Through an alternate striking method with the District, there will be seven (7) arbitrators remaining who will be utilized to hear all grievances during the length of this Agreement. Cases will be assigned to the seven (7) arbitrators, in alphabetical order of their last name, on a rotational basis. If an arbitrator is unavailable to hear an arbitration the next arbitrator, in rotation, will be utilized and the rotation will continue from the replacement. The cost of selecting the seven (7) arbitrators shall be borne equally by both the Union and the District. The selection of the arbitrator and the conduct of any arbitration hearing shall be in accordance with the labor arbitration rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be borne equally by the District and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on any affected bargaining unit employee(s). It shall be issued not more than thirty (30) calendar days after the close of the hearing or filing of briefs, whichever is later.

**9.05** The parties may extend the time limits set forth in this Article by mutual agreement.



## **ARTICLE 10 PROBATIONARY APPOINTMENTS**

**10.01** All employees shall serve a probationary period of ninety (90) workdays; sixty (60) workdays may be credited while in substitute employee status; however, all regular employees will serve thirty (30) workdays, during which time they shall be termed "probationary employees." Regular employees are eligible for all employee benefits. Probationary employees' service may be terminated at any time by the Employer.

## **ARTICLE 11 ROUTES AND WORKING RULES**

The District reserves the right to establish "routes", which shall constitute the regular working day assignment. Routes will be made up of "runs" as determined by the District. When substitutes are assigned to routes, the routes will remain intact, except that the mid-day run shall be assigned to the senior regular driver/attendant available.

"Run" is defined as one or more permanently assigned trips within the a.m., mid-day, p.m. and after school.

"Extra run" is defined as a mid-day run where a permanent employee is not available to work, an activity, one-half (1/2) of an activity if broken, or additional work designated by management.

Guaranteed route times are for the day, not per segment.

**11.01** All routes will be bid within seven (7) days of the opening day of school according to regular established Driver/Attendant seniority. All routes except Special Education will be bid on the basis of hours of work posted prior to bid.

- a. All routes will be re-bid between October 15 and November 7 and will become effective not later than November 10. The District shall provide a route schedule showing runs and hours of the routes to be bid five (5) working days in advance of the bid. Such route schedule shall be available for the employee to study in the employee lounge. Employees shall be paid one (1) hour for re-bid. Regular drivers will be given one (1) hour to do a dry run if they change regular routes.
- b. **Regular Routes.** All regular route changes resulting in an addition of two and one-half (2.5) hours or more per week will be posted for re-bid immediately. Any addition or reduction of route time between the original bid date and re-bid will be considered as part of the restructuring period and the above re-bid stipulation will not apply. Any reduction of route time of two (2) hours or less per week after re-bid will result in no loss of pay thereafter for the employee. If it becomes necessary to reduce a route by more than two (2) hours, the employee will suffer a loss of pay not to exceed the difference between two (2) hours and the actual time reduced. If the employee elects to bid off of their route, then the route will be posted for bid as structured.

- c. **Special Education Routes.** All of the above working rules will apply equally to Special Education routes. Additionally, Special Education drivers and attendants will report to Dispatch any changes in their routes, i.e., students who move or do not ride the bus for a period of ten (10) consecutive days or more.
- d. When a route becomes available after re-bid, the available route shall be posted for bid. The bidding period shall be in effect for a minimum of forty-eight (48) hours and shall be closed following the expiration of the forty-eight (48) hours. Assignment shall be made by seniority. An employee who is on leave may designate, in writing, a shop steward to bid.
- e. The District will attempt to create as many seven (7) and eight (8) hour shifts as possible, but not at the expense of the educational program.
- f. Ninety percent (90%) of the regular driver routes shall be assigned a minimum of six (6) hours per day. Ninety percent (90%) of the regular attendant routes shall be assigned a minimum of five and one half (5.5) hours per day. The remaining ten percent (10%) of routes shall be at least five (5) hours in length for driver routes, and at least four and one half (4.5) hours in length for attendant routes.

**11.02** The workweek shall begin Monday at 12:01 a.m. and end midnight Sunday. The District agrees that the employee shall be paid overtime for all work in excess of eight (8) hours in any one (1) day, and forty (40) hours in any one (1) week, at the rate of one and one-half (1-1/2) times the basic rate of pay.

**11.03** The District agrees to assign extra runs and extra work by seniority through the use of rotational sign-up work lists identified in the subsections below.

- a. All extra runs and extra work regardless of the number of hours involved which are known and scheduled forty-eight (48) hours in advance shall be posted ~~for bid~~ and assigned to regular drivers/attendants. Regular employees may sign up on this weekly list up until 5:30pm on the Friday before the workweek begins. The rotational list shall reset each Monday at 12:01am. All work will be dispatched with the longest run/most time being assigned to the most senior employee on the list and rotating through the list until the list resets. In the event everyone on the list declines and/or is unavailable for a work opportunity, the work opportunity shall be assigned in accordance with the process described in 11.03(b).
- b. Extra runs and extra work which are known less than the forty-eight (48) hours in advance (or transferred to this list via 11.03(a)) will be assigned to the most senior driver/attendant who has signed the "Extra Work List" posted for that day. All work will be dispatched with the longest run/most time being assigned to the most senior regular employee on the list and rotating through the list until the list resets. The "Extra Work List" will be posted one (1) day in advance and be taken down at 5:30 p.m., the day before the work assignments. If no one is available, the run will be assigned at the discretion of the District.

- c. Extra runs will be split and assigned by seniority if such assignment would be in the best interest of the District.
- d. No driver will be assigned to an out-of-town activity/field trip without completing sixty (60) days of work as a school bus driver for the District. "Out-of-town" is defined as bus travel beyond the following mileposts:

Glenn Highway: Milepost 49 (Palmer city limits)

Parks Highway: Milepost 59, (Houston city limits)

Seward Highway: Milepost 78, (south of Portage access road)

Between October 1 and March 31, drivers may not be assigned an out-of-town activity/field trip, until completion of one year of service driving a school bus for the District.

**11.04** When a shift is started, no less than one-half (1/2) shift shall be allowed. The normal hours allowed for the route shall constitute the full shift. If more than one-half (1/2) shift is worked, then payment for the full shift shall be allowed.

- a. No driver or attendant checking in and out will be paid for less than one (1) hour.
- b. If the check-in/check-out time is thirty (30) minutes or less between regularly schedule runs, the employee shall be on continuous time. If the check-in/check-out between a regularly scheduled run and a District scheduled meeting is thirty (30) minutes or less, the employee shall be on continuous time. Continuous time will be paid at only one end of a meeting. The greatest amount of time up to thirty (30) minutes will be paid. This does not apply to extra work or additional time.

**11.05** Drivers and attendants reporting to work and not put to work shall receive half-shift show-up pay at straight-time rate, unless notified not to report at the end of the previous shift or two (2) hours prior to the start of the shift. In the event that school is closed due to acts of God, e.g., snowstorms, volcano eruptions, earthquakes, etc., or as a result of job action taken by another bargaining group, the District shall contact the news media as soon as possible. When schools are closed, employees will not be required to report and shall be paid one (1) hour straight time, for the first day of closure only.

**11.06** Bus attendants will be assigned based on safety and student needs as determined by the District, including the use of non-bargaining unit personnel when others are not available. The presence of any of the following conditions shall require an attendant be assigned to the bus:

1. More than six (6) students in safety vests
2. Any wheelchair
3. Any student attending Whaley School
4. Any student in a School Based Behavior Support (SBBS) program

5. Any student in a Creating Successful Futures (CSF) program
6. Any other circumstance determined by the District

**11.07** When an employee has completed his regularly scheduled shift and is called back to perform work of any nature, he shall receive a guaranteed minimum of four (4) hours pay at the regular rate. If the additional hours plus the employee's regular shift exceed eight (8) hours for that day, all above the eight (8) hours will be paid at the overtime rate.

**11.08** One regular starting time will be established for each regular employee. Said starting time will not be earlier than 4:30 a.m. and the shift shall end not later than 8:00 p.m. Any hours worked before 4:30 a.m. or after 8:00 p.m. by a regular employee will be paid at the rate of one and one-half (1-1/2) times the basic rate of pay. The District shall not require a regular employee to take time off from his regularly scheduled shift to avoid payment of overtime, regardless of the day of the week.

**11.09** While on activity runs, all time will be reported and paid at the full-time rate. Overnight trips will pay time involved during the actual activity. Example: Driver drops the students at the activity location and is released to their quarters; the time after arrival at their quarters will not be paid time. This activity will continue with the employee's direction to operate the school bus the next day.

**11.10** The District and Union are committed to maintenance of a drug and alcohol-free workplace. Federal mandated substance abuse testing will be followed. See the Substance Abuse Policy Addendum.

**11.11** All bus drivers will be authorized one (1) hour during the month of May or June to clean bus windows, inside of bus, bus vents, etc., and mop and clean the bus floor. Proper equipment will be provided to perform these tasks, such as mop buckets, mops, Windex, paper towels, etc. The Driver will be responsible for scheduling this time with Dispatch.

**11.12** Employees shall be allowed to have a coffee pot in the employee breakroom, provided employees accept full responsibility for its operation and clean-up.

**11.13** Employees will be paid their applicable hourly rate when tasked with supporting recruitment work opportunities related to their bus duties. Recruitment work may require work outside of employees' normal work schedule which may result in overtime pay.

## **ARTICLE 12**

### **SUBSTITUTE DRIVERS AND ATTENDANTS**

**12.01** All substitute drivers and attendants shall be required to meet the same qualifications as regular drivers and attendants.

**12.02** Substitute employees may be employed during normal working hours, but shall not replace regular employees on their permanent runs except during absence because of illness, vacation, unauthorized absence, or authorized leave.

**12.03** Former regular drivers and attendants who had served their probationary period, who were separated in good standing, and who apply for re-employment within one (1) year of the date of termination, shall be credited with all seniority which was obtained during the previous employment with the Anchorage School District in determining placement on the substitute seniority list, unless otherwise mutually agreed by the Union and the School District.

**12.04** Any regular attendant reclassified to substitute driver will be placed on the sub-drivers seniority list using the regular attendant hire date.

**12.05** Routes that will be vacated because of leave by the regular driver or attendant for a duration of three (3) working days or more will be assigned to the most senior substitute employee available. Routes vacated because of leave, which exceeds thirty (30) working days, will be assigned as regular to the most senior, substitute employee available. These employees will be placed on the (temporary) regular seniority list. The (temporary) regular will be afforded the opportunity to be assigned a vacant regular route prior to substitute assignment. Upon return from leave, the regular driver/attendant shall be returned to his/her route. Those temporary employees who are assigned to substitute positions of longer than a thirty (30) day duration shall not have rights under Article 22 and shall return to substitute status following completion of their special assignment. If a temporary regular employee voluntarily reverts to substitute status before completion of the special assignment, except during any bidding process, they will lose their place on the substitute seniority list and be placed at the bottom of the list. A temporary regular employee, voluntarily reverting back to sub status during any bidding process, shall retain all previous rights as a substitute, including seniority. All rights and privileges of a regular employee, which were provided during the period of special assignment, shall cease at that time. Hazardous winter routes will be assigned in accordance with the leave language of this Article. Regular employees will have first option if they so choose, provided their routes are shorter in hours.

## **ARTICLE 13 REMUNERATION**

**13.01** It is understood and agreed by both parties that no regular employee shall suffer a reduction in the hourly wages by reason of the fact that this Agreement has been executed, except as negotiated herein. Fringe benefits under the formulas designated in the Board Policy Manual shall continue except those specifically dealt with in this Agreement.

**13.02** Time records of employees shall not be changed without first consulting with the employee involved and the authorized Union representative and/or shop steward. Copies of the employee's time records shall be made available through the district's time and attendance system.

## **ARTICLE 14 HOLIDAYS**

**14.01** Holidays recognized for regular employees are:

Labor Day

Day Before New Year's

|                      |                        |
|----------------------|------------------------|
| Thanksgiving Day     | New Year's Day         |
| Thanksgiving Friday  | Martin Luther King Day |
| Day Before Christmas | February Holiday       |
| Christmas Day        |                        |

**14.02** If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be a holiday.

**14.03** Holidays shall be paid for at straight time rates if not worked.

**14.04** Regular employees required to work on any of the above-named holidays shall be paid at the rate of one and one half (1½) times their basic rate of pay in addition to the holiday allowance set forth above. However, employees who bid extra work on any of the above-named holidays shall be paid straight time in addition to the holiday allowance.

**14.05** If the holiday falls during the employee's accrued leave, the employee shall receive the holiday pay at his regular rate of pay.

**14.06** To be eligible for holiday pay, the employee must be a regular employee in pay status the last scheduled working day preceding and the first scheduled working day following the holiday. Pay status shall be defined as time spent working on the job or on any approved leave with pay equivalent to their regularly scheduled daily work shift.

Substitute employees are not entitled to holiday pay or other fringe benefits.

## **ARTICLE 15 VACATIONS AND LEAVE**

**15.01** Employees shall accrue annual leave at the following accrual rate. The basis for computation shall be 173.33 hours per month exclusive of overtime. Accrual of leave for partial days or partial months shall be calculated on a proportional basis.

- A. From the date of employment:  
21.44 hours per month (.12340 per hour)
- B. After completion of four (4) continuous years of service:  
23.44 hours per month (.13491 per hour)
- C. Leave will accrue during the period an employee is on paid leave.
- D. Annual leave will be reimbursed at the current prevailing rate upon termination. Upon termination employees shall be paid in full for all accrued leave; however, accrued leave shall not be paid to an employee who terminates or who is terminated during the initial probationary period. In the event of the death of an employee, the employee's estate will be paid in full for accrued leave.

- E. A new employee becomes eligible for taking annual leave upon completing thirty (30) workdays of regular District employment. The thirty (30) workday period shall exclude that period of time which is not considered as the employee's work year. Regular employees may not take leave with pay for the first thirty (30) workdays, except for personal illness.
- F. At the employee's option, the employee may request leave pay up to eight (8) hours for each day of leave. This shall include extending work time beyond what is guaranteed by the assigned route, up to a maximum of eight (8) hours per day. Employees may not add leave to time worked if the effect is to obligate the District to pay overtime.
- G. Annual leave will be granted to a maximum of five percent (5%) of the workforce at the discretion of the District during the first twenty (20) workdays of the school year. Annual leave will not be granted during the last twenty (20) workdays of the school year, except for significant life events, the timing of which is beyond the control of the employee, e.g., college graduation.
- H. Employees may not use leave to extend their work year.

**15.02** Annual leave must be requested in writing and must have prior approval of the supervisor. Annual leave for emergencies may be requested and approved by telephone.

**15.03** There shall be no forced leave for vacation days as defined in the School District calendar.

**15.04** Except as noted in "G" above, annual leave may be granted to a maximum of ten percent (10%) of the workforce any time during the calendar year. The employee may cash in leave accruals. Cash leave request forms must be received in the Payroll Department seven (7) working days in advance of the next scheduled check release date in order to be included in the next scheduled payroll run. There is no "emergency cash-in" of leave available.

**15.05** All leave without pay requests must be submitted as far in advance of the departure date as possible, except in emergency situations over which the employee has no control. All leave without pay requests must be approved in advance except during emergency situations in which case one day of grace may be permitted for the purpose of obtaining approval. The District will provide written notification of approval or disapproval of all leave requests within ten (10) working days, exclusive of emergency situations.

**15.06** All compensation, including cash-outs for accrued leave, shall include contributions for the Alaska Teamster-Employer Pension Trust, Alaska Teamster-Employer Welfare Trust, and Dues Checkoff that is in effect at the time of the employee's leave.

**15.07** Any regular employee who has worked for the Anchorage School District, and leaves the employ of the District with approved leave without pay for a period of three (3) months or less, will lose no privileges or rights. The employee, because of health or welfare reasons, may request in writing an extension of his leave. All approved leave without pay shall be posted. Leave without

pay requests of more than one (1) day's duration will be approved or disapproved by the Superintendent or his designee within ten (10) working days of submission.

**15.08** Employees shall be provided with paid leave for work time lost when called to serve on jury duty, provided that fees paid by the court be remitted to the District. Service in court when subpoenaed as a witness shall be treated the same as jury duty, provided the employee or a family member is not a party to the action. An employee who reports for jury duty or who has been subpoenaed and is dismissed shall report for work the remainder of the workday.

## **ARTICLE 16 WAGES**

### **16.01 Wages**

**2022-2023, 2023-2024, 2024-2025**

| <b>Step</b> | <b>Drivers</b> | <b>Attendants</b> |
|-------------|----------------|-------------------|
| <b>1</b>    | <b>\$25.00</b> | <b>\$16.00</b>    |
| <b>2</b>    | <b>\$25.25</b> | <b>\$16.50</b>    |
| <b>3</b>    | <b>\$25.50</b> | <b>\$17.00</b>    |
| <b>4</b>    | <b>\$25.75</b> | <b>\$17.50</b>    |
| <b>5</b>    | <b>\$26.00</b> | <b>\$18.00</b>    |
| <b>6</b>    | <b>\$26.25</b> | <b>\$18.50</b>    |
| <b>7</b>    | <b>\$26.50</b> | <b>\$18.75</b>    |
| <b>8</b>    | <b>\$26.75</b> | <b>\$19.00</b>    |
| <b>9</b>    | <b>\$27.00</b> | <b>\$19.25</b>    |
| <b>10</b>   | <b>\$27.50</b> | <b>\$19.50</b>    |

**16.02** Employees shall receive Step movement on July 1, 2023, and July 1, 2024. Employees who would otherwise receive step movement on July 1, but do not as a result of being at the end of the wage schedule, shall receive a \$500 bonus, not subject to PERS, in their final paycheck of the school year if they are in paid status through the end of the school year.

**16.03** Initial placement on the wage schedule upon hire for attendants shall be based on qualified years of experience as determined by the District during the five (5) years immediately prior to date of hire.



**16.04** Initial placement on the wage schedule upon hire for drivers shall be based on qualified years of experience as a school bus driver during the three (3) years immediately prior to date of hire.

## **ARTICLE 17 DRIVERS' LICENSES**

**17.01** In the event a bus driver's license is revoked or suspended because of violations of any federal, state, or municipal law by the District, the District shall provide continual employment for such employee, at not less than his hourly rate of pay at the time of revocation or suspension of the license, for the entire period of revocation or suspension of the license and the employee shall be reinstated to the seniority he held prior to revocation or suspension of his driver's license, after the license is restored.

**17.02** This provision does not waive the driver's responsibility to report, in writing, any defective equipment or known violations of existing regulations.

**17.03** The District will require all drivers to sign a driving record release form. The District reserves the right to check licenses and school bus permits on a random basis.

**17.04** Failure to report any accident or traffic citation issued to the employee while operating a District vehicle will be grounds for disciplinary action, up to and including termination.

**17.05** Drivers involved in the appeal process of a DWI conviction will not be permitted to drive on a temporary license, but will be reassigned to other work at the same rate of pay.

**17.06** Employees who renew their Commercial Driver's License during their employment will be reimbursed for the cost of renewal, including reasonable costs related to one (1) DOT required physical per year. Employees are required to submit proof of payment of any costs by May 10<sup>th</sup> each year to be reimbursed for these costs. The driver must produce their renewed Commercial Driver's License and "S" Endorsement. A photocopy will be placed in the employee's personnel file. The reimbursement will be made not later than the second pay period after submission of the document.

**17.07** Drivers who fail to produce a driver's license, with all necessary endorsements, that is valid for the current school year, will not be allowed to bid on bid day, and will be assigned a remaining route, after completion of the bidding process, based on seniority.

## **ARTICLE 18 LIABILITY CLAUSE**

**18.01** Rules and regulations covering standards of equipment and safety of operations as prescribed by federal, state and municipal government agencies having jurisdiction over such matters shall control the operations of the District and the work of its employees. No employee shall be discriminated against for refusing to operate equipment which does not meet the required standards. After written notice to the District that specific equipment or conditions do not comply with the above said regulations, and upon the District's failure to correct noted deficiencies, or

deadline said equipment, or correct noted unsafe conditions, the employee shall submit a grievance in writing to the Grievance Committee.

## **ARTICLE 19**

### **PUPIL TRANSPORTATION DEPARTMENT SAFETY COMMITTEE**

**19.01** The District shall have a Safety Committee consisting of no more than eight (8) members. This committee shall be functional for one (1) year and shall re-establish each succeeding year within thirty (30) days after school commences. The committee shall consist of seven (7) employees appointed as follows:

- A. Optimal makeup of the Safety Committee is two (2) attendants, and four (4) drivers. Consideration should be given to having a good mix of employees with both regular and special education drivers represented and each high school attendance area represented. A sign-up sheet will be posted on the bulletin board in the Transportation Center during the first two (2) weeks of the school year. Those employees who are interested in serving on the Safety Committee must sign the list. The names of two (2) drivers and one (1) attendant will be chosen by the District, and the names of two (2) drivers and one (1) attendant will be chosen by the Union from the sign-up sheet. The substitute driver selected will be mutually agreed upon by the District and the Union. All members of the committee shall serve for one (1) school year.
- B. Each member of the Safety Committee shall also attend at least one (1) monthly meeting of the District-wide Safety Committee during their term. Members will serve on the District-wide committee in alphabetical order and suffer no loss of compensation as a result of attending the committee meetings.
- C. The Supervisor of Pupil Transportation or designee shall serve as Chairman.
- D. Vacancies on the committee shall be filled within thirty (30) days from the original sign-up sheet, with selection alternating and the District selecting first.

**19.02** This committee shall meet at least once per month in an open meeting to review, discuss, and recommend preventative safety problems and programs. They shall analyze all suggestions brought before the committee. There shall be time necessary devoted at committee meetings for preventative safety discussions. Such meeting shall be posted five (5) days in advance to encourage participation and input. Suggestions and problems regarding safety will be analyzed by the committee, and recommendations made by them shall be reduced to writing and forwarded to the District-wide Safety Committee for review. The individual assigned to the District-wide Committee shall present the recommendations and report back to the Transportation Department Committee at the next scheduled meeting.

## **ARTICLE 20 ACCIDENT REVIEW PROCEDURE**

**20.01** The Director of Transportation Services shall investigate all accidents and render a decision as to whether it is preventable or non-preventable within ten (10) working days following said accident. This time limit may be extended by mutual consent of the District and the Union. Standards established by the National Safety Council will be used to determine preventability. The recommendations of the Director of Transportation shall be followed unless, within ten (10) working days of notification, the employee, with knowledge of the Union, wishes to dispute the Director's recommendations. To request a review by the Accident Review Committee, the driver will submit, in writing, a request for review to the Director of Transportation. In which case, the dispute shall be referred to the Accident Review Committee for further action.

**20.02** The Accident Review Committee will be made up of three (3) members who have expertise in the area of pupil transportation and/or traffic safety. The committee will meet at least three (3) times per school year. The District will be represented on the committee by the District's Risk Manager or designee; the Union will be represented by the Business Representative or designee. The third member will be chosen by mutual consent of the District and the Union. The committee shall be chaired alternate years by the District and the Union representatives on the committee. The District representative will act as chairperson during school years that begin in an even year and the Union during those that begin in odd years.

**20.03** Members of the Accident Review Committee shall investigate all accidents brought to its attention by the employee or the District, and shall render a decision as to the whether it is preventable or non-preventable using the standards established by the National Safety Council. The recommendations of the Committee shall be followed. In the event that the Committee cannot make a decision, the accident will be submitted by the District to the National Safety Council for their review. Decisions rendered by the National Safety Council will be final.

## **ARTICLE 21 TRAINING**

**21.01** All training, including check rides, testing, and evaluation, shall be done by management or the most senior, qualified and trained behind the wheel (BTW) members of the bargaining unit. The District will determine standards for qualification and shall provide opportunity to qualify on a seniority basis. The District shall provide the Union with a copy of the standards of qualifications.

**21.02** When additional trainers are required, the District shall post the opportunity for ten (10) calendar days and consider all eligible applicants based on their qualifications and seniority. The number of trainers at any given time shall be determined at the sole discretion of the District.

**21.03** Qualified drivers who have worked for a minimum of twelve (12) consecutive months as a regular bus driver will be given preference for available BTW driver positions. Drivers with

fewer months of experience will only be considered eligible if no other qualified drivers express interest at the time the opportunity is posted.

**21.04** The District may remove a trainer from their regular bid assignment(s) when they are needed to provide training. Trainers will earn at least their normally scheduled hours for the day's assignment(s) if removed from any previously scheduled assignment(s).

**21.05** Trainers shall receive a \$500 bonus, not subject to PERS, in their final paycheck of the school year if they complete assigned training work throughout the school year.

## **ARTICLE 22 SENIORITY – REGULAR EMPLOYEES**

**22.01** Seniority for regular drivers and regular attendants shall be established as follows: the employee having the longest term of continuous service in this Bargaining Unit shall be number one on the seniority list, and all other employees shall be listed according to length of continuous service in this Bargaining Unit with the Employer. Should more than one (1) person be assigned permanent status on the same day, the date of hire, then the date of their application for employment, shall determine their position on the list. Should the date of application for employment be the same, the tie(s) shall be broken by coin toss. Such list shall be posted.

**22.02** Layoffs, including layoffs caused by elimination of jobs, shall be made in the reverse order of seniority within the job title. In rehiring, the same principle shall apply.

**22.03** If the Employer should reclassify any employee to a managerial position with the Employer, the employee shall be entitled to six (6) months grace, without loss of seniority.

**22.04** Seniority shall be terminated and the Employer-Employee relationship shall be severed by the following conditions.

- A. Proper discharge;
- B. Layoff of six (6) months or more duration;
- C. Resignation;
- D. Failure to return from leave of absence or vacation on agreed date unless prior approval has been obtained from the Employer, emergencies excepted;
- E. Transfer from the bargaining unit to a different group within the School District, but the employee shall be given a thirty (30) day grace period in which to return to the original bargaining unit.

## **ARTICLE 23**

### **HEALTH AND WELFARE**

**23.01** During the term of this Agreement, the Employer shall contribute, as a minimum, fifty (50) hours per biweekly payroll period for each regular employee in pay status. This minimum shall apply during the months September through May. The hourly contribution, as provided below, will be paid for actual hours worked in the months of June, July, and August, with no minimum contribution. The employer will contribute as a minimum, sixty (60) hours for the drivers and fifty (50) hours for the attendants.

The employer shall contribute twelve dollars and fifty cents (\$12.50) starting on July 1, 2022, for each hour of compensation earned by each regular employee during a given month to the Alaska Teamster-Employer Welfare Trust Fund for the purpose of providing a health and welfare plan for the employees. Beginning July 1, 2023, the amount of the hourly contribution shall increase to twelve dollars and seventy-five cents (\$12.75). The amount of the hourly contribution shall increase on July 1, 2024 to thirteen dollars (\$13.00).

**23.02** The Employer shall pay a minimum total of four hundred (400) hours at the appropriate rate within the first (1st) three (3) consecutive months of employment.

**23.03** The details of the plan will be determined by the Board of Trustees of the Alaska Teamster–Employer Welfare Trust Fund in accordance with the Trust Agreement of January 30, 1960, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

**23.04** The contributions shall be paid to the Trust Fund by the fifteenth (15th) day of the month following the month in which the employee worked. The Trust Fund will furnish the transmittal forms.

**23.05** If an employee is absent, but remains in fully paid status, due to illness or an on-the-job injury, the Employer shall continue to make contributions for the employee in accordance with the Family Medical Leave Act.

**23.06** The failure of the District to make the required contributions by the twentieth (20th) day of the month following the month worked may result in a collection action by the Board of Trustees; and, in such action, the District shall be obligated to pay liquidated damages, costs, and attorneys' fees as provided in the Trust Agreement. However, no such action may be commenced or damages assessed unless the Union has first contacted the Superintendent, given notice of the delinquency, and allowed a period of two (2) school days in which the delinquent funds may be remitted. Further, if the District's continued delinquency after the notice period provided in the preceding sentence results in an employee being unable to receive benefits of the health and welfare plan which that employee would otherwise have received, the District shall be liable to that employee for all the benefits which were lost, including the payment of any medical and

hospital bills incurred by the employee which would have been otherwise covered by the health and welfare plan.

## **ARTICLE 24**

### **ALASKA TEAMSTER-EMPLOYER PENSION TRUST**

**24.01** The Employer shall contribute one dollar (\$1.00) for each hour of compensation earned by each regular employee with six (6) or fewer years of continuous regular experience with the District in this Bargaining Unit during a given month to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the employees. For employees with more than six (6) years of continuous regular experience with the District in this Bargaining Unit, the Employer shall contribute two dollars (\$2.00) for each hour of compensation earned by each regular employee during a given month to the Alaska Teamster-Employer Pension Trust Fund, for the purpose of providing a pension plan for the employees. The details of the plan will be determined by the Board of Trustees of the Alaska Teamster-Employer Pension Trust Fund, in accordance with the Trust Agreement of June 21, 1966, which created the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto, and do further agree to accept as their representatives, the employer-trustees and union-trustees who constitute the Board of Trustees of said Trust Fund, and their lawful successors.

**24.02** The District agrees to pay, in accordance with the Pension Protection Act, an employer supplemental contribution required due to the critical status designation of the Alaska Teamster Employer Pension Trust. The amount of supplemental contribution will be fifty-four cents (\$.54) for employees up to six (6) years employment and one dollar eight cents (\$1.08) for employees with six (6) or more years employment.

If the plan emerges from rehabilitation during the term of this agreement, the amount of supplemental contribution contributed by the District will remain the same as listed above.

**24.03** The contributions shall be paid to the Trust Fund for all compensable hours by the fifteenth (15<sup>th</sup>) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms.

**24.04** The failure of the District to make the required contributions by the twentieth (20<sup>th</sup>) day of the month following the month worked may result in a collection action by the Board of Trustees; and, in such action, the District shall be obligated to pay liquidated damages, costs, and attorneys' fees as provided in the Trust Agreement. However, no such action may be commenced or damages assessed unless the Union has first contacted the Superintendent, given notice of the delinquency, and allowed a period of two (2) school days in which the delinquent funds may be remitted.

**24.05** The contributions owing to the Alaska Teamster-Employer Pension Trust Fund are in addition to the contributions owing to the Public Employees Retirement System. It is the intention of the parties that the employees be covered by both pension plans.

**24.06** During the term of this agreement, any increase in the supplemental contribution amounts greater than the amounts listed will trigger an equivalent reduction in employees' wages.

## **ARTICLE 25 LIFE INSURANCE**

**25.01** The School District shall provide, on a fully-paid basis, a group life insurance protection plan for each regular employee in a face amount triple (3 times) the employee's annual salary rounded to the next highest one thousand dollars (\$1,000) to be paid to the employee's legal beneficiary. In the event of accidental death or dismemberment, the insurance shall pay double (2 times) the face amount of the policy.

**25.02** The School Board shall make available dependent life insurance coverage in the amounts specified in the table contained in the Master Policy Agreement between the District and insurance carrier with premiums payable by the employee. Premiums for the summer months, June, July, August, shall be paid in advance by the employee.

**25.03** Upon termination, an employee may elect to exercise conversion privileges as stated in the Master Policy.

## **ARTICLE 26 EMPLOYEES' ROSTER**

**26.01** The Employer agrees to furnish the Union once each month with a roster of all employees working under the jurisdiction of this local. The Union agrees that it will furnish all forms required by the Employer to be used in complying with the provisions of this Article.

## **ARTICLE 27 EXAMINATION OF RECORDS**

**27.01** The Local Union Business Representative or his designee shall have the right to examine all records pertaining to the employee's wages, hours, and conditions of employment as covered by this Agreement upon a twenty-four (24) hour notification to the Employer.

## **ARTICLE 28 TRAINING/SAFETY WORKSHOPS – IN-SERVICE**

**28.01** The School District shall pay each regular employee his/her regular hourly wage when required by the District to attend meetings for the purpose of training and safety workshops.

Each year, the District agrees to pay each District regular employee his/her regular, hourly wage a total of thirty-two (32) hours of voluntary safety and training programs, subject to the employee's attendance at these training and safety programs. A minimum of twenty-four (24) hours will be

scheduled during normal working hours on days when students have been released as noted on the school district calendar (i.e. state released professional development day, state released grade reporting day) in eight (8) hour blocks. Eight (8) hours may be scheduled in shorter increments between works shifts.

(1) Each year, each returning employee will be required to attend a minimum of twenty (20) hours of mandatory pre-service training, prior to the first day of school.

(2) The District also agrees to pay each driver and attendant their regular hourly wage to attend a one (1) hour mandatory safety meeting each month of the school year.

(3) All employees will be required to hold a current First Aid Card. Each driver and attendant will have in their possession a valid CPR certificate prior to being assigned a special education route. First Aid and CPR training sessions will be provided by the District.

Employees who do not meet the qualifications listed in (1) and (3) above will not be allowed to bid on a route, and will be assigned a remaining route, after completion of the bidding process, based on seniority.

## **ARTICLE 29 SUBCONTRACTING**

**29.01** During the term of this Agreement, the Union will retain the same percentage of total routes, including all those under subcontract, as it held in 2000-2001.

## **ARTICLE 30 UNION REFERRALS**

**30.01** The District shall provide the Union with vacancy announcements for Bus Driver and Attendant positions and the Union shall actively recruit for the positions with job postings through their hiring hall unless otherwise directed by the District due to a lack of vacancies. The District will accept and consider applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against by the District because of membership or non-membership in the Union.

## **ARTICLE 31 BULLETIN BOARD**

**31.01** The Employer shall furnish a bulletin board which shall be placed in the employee's room for the express purpose of Union notices and material.



**ARTICLE 32**  
**SEPARABILITY AND SAVINGS CLAUSE**

**32.01** Should it be determined that any Article of this Agreement is invalid under any federal, state, or municipal laws, then such Article shall be deemed null and void. The parties hereto agree that they will commence negotiations for changes in the Agreement to conform to federal or state laws within thirty (30) calendar days.

**32.02** The School District Policy Manual shall apply where not in conflict with the terms of this Agreement.

**ARTICLE 33**  
**HEIRS AND ASSIGNS**

**33.01** In the event the transportation of students attending schools operated by the Anchorage School District is assumed by the State Department of Education or the Municipality, this Agreement and all of its provisions shall remain in full force.

**ARTICLE 34**  
**NO WORK STOPPAGES**

**34.01** Both parties guarantee that there will be no strikes, work stoppages, or lockouts during the life of this Agreement or any period of negotiations thereof.

**ARTICLE 35**  
**TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2022, and shall remain in effect until June 30, 2025.

1. Either party shall give sixty (60) days written notice to the other by January 1, 2025 of its desire that the Agreement be renegotiated, except as noted above.

(The Substance Abuse Policy, appended to the current agreement, shall remain unchanged for the duration of the new agreement, unless changed by mutual consent of the parties.)

## **APPENDIX I**

### **SUBSTANCE ABUSE POLICY**

The Anchorage School District, ("District") seeks to minimize safety related on-the-job accidents by employees, students, and visitors through a District-wide substance abuse policy. This means that anyone on the premises of any District facility or operating equipment owned or leased by the District regardless of location is expected to be free of any mood-altering substance, whether legal or illegal, that can negatively affect job performance or risk the health and safety of students, employees, or the general community.

It is the firm position of the District that alcoholic beverages or drugs are not to be brought on the District property nor consumed there at any time, except as prescribed in writing by a licensed physician. The sale, purchase, transfer, use or possession of alcoholic beverages or non-prescription drugs on District property is illegal. Violators are subject to disciplinary action to include summary discharge and appropriate law enforcement officials will be notified when deemed appropriate by local management.

The District voluntarily supports getting help for individuals with substance abuse problems and has made available an Employee Assistance Program ("EAP") to help do so. However, employees impaired at work risk termination. It is the intent of this policy to encourage and support employee recovery from substance abuse through the Employee Assistance Program, and the District will vigorously pursue the purpose of this policy.

### **ARTICLE I**

#### **TESTING OBJECTIVES**

Section 1 A drug is defined as any substance which may impair mental or motor function, including, but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs.

Section 2 The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

Section 3 The District will be responsible for all costs incurred for testing and evaluation required by this Policy.

Section 4 The District will provide training of no less than one (1) hour duration by an entity agreed to by the Union of its supervisors in recognizing the signs and symptoms of drug abuse, and an additional one (1) hour of training in recognizing the signs and symptoms of alcohol abuse.

## **ARTICLE II**

### **PROBABLE SUSPICION, POST-ACCIDENT, AND RANDOM TESTING**

Section 1 Probable suspicion means suspicion based on specific personal observations that a District representative can describe concerning the appearance, behavior, speech, and breath odor of the employee. Probable suspicion must be documented at or near the time of observation on the Impaired Behavior Report Form that is attached to this Policy. Observation shall be by two (2) supervisors trained in the detection of probable drug use and alcohol misuse by observing behavior. If observation by two (2) supervisors is unfeasible, observation shall be by two (2) individuals if possible, one of whom must be a supervisor trained in the detection of probable drug use and alcohol misuse by observing behavior. Being in an accident does not, in and of itself, constitute cause for testing. Being in an accident may be considered, along with the circumstances of the accident and the supervisor's personal observations of the employee's appearance, behavior, speech, and breath odor, to establish probable suspicion. Probable suspicion will subject the affected employee to testing as outlined in this policy.

Section 2 Employees will be subject to post-accident testing without a finding of probable suspicion only if the employee is involved in an "accident" as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations and has received a citation for a moving traffic violation in connection with the reportable accident. Urine samples for post-accident drug testing must be obtained within thirty-two (32) hours of the accident. Breath samples must be obtained within eight (8) hours of the accident. An employee who is directed to undergo a post-accident test for drugs and/or alcohol must report for testing as soon as possible after the accident. NOTE: Employees are forbidden to drink alcohol within eight (8) hours after an accident unless they have already submitted to post-accident testing for the accident, or the Employer has determined they were not at fault. Employees having a positive test result due to post-accident testing for drugs or alcohol, either with or without probable suspicion, will be terminated.

Section 3 Employees will be subject to random drug and alcohol testing only to the extent required by applicable federal regulations. Pursuant to current regulations, the Employer will randomly drug test its employees who are performing functions for which a Commercial Drivers License ("CDL drivers") is required at an annual rate sufficient to equal 50% of its total number of CDL drivers. The Employer may choose any reasonable method of randomly selecting employees to be tested, but must retain records regarding the method used and employees selected and must provide that information to the Union upon request. Pursuant to current regulations, the Employer will conduct random alcohol testing at any annual rate sufficient to equal 25% of its total number of CDL drivers.

Section 4 An employee consenting to drug testing will be transported to the hospital or laboratory by the District, or at District expense. If alcohol testing on other than a random basis is conducted away from the employee's work site, the employee consenting to alcohol testing will be transported by the District, or at District expense, to the location of such testing. After a non-random test is completed, the employee will be transported by the District, or at District expense, to his/her residence, or, if appropriate, back to the workplace.

An employee subjected to random testing shall be paid for all time required for travel to and from testing, and for time at the testing location, regardless of the outcome of the test.

Section 5 If the test results are negative, the employee will immediately be reinstated in his/her previous position with full back pay for any time lost for transportation to testing and awaiting test results, based on the employee's regular work schedule, and no further action will be taken.

Section 6 Should the results be negative for drugs, but positive for alcohol at a level of at least .02, but less than .04, the employee shall be held out of driving for twenty-four (24) hours beginning from the time the test was requested, and shall be required to test at or below the .02 level before returning to duty. The employee shall be assigned to non-driving duties, if possible, during that twenty-four (24) hour period. An employee who has tested at or above the .02 level, but below the .04 level, and who tests at or above the .02 level in a second occasion, shall be subject to the same treatment as an employee testing at or above the .04 level.

Section 7 Should the test results be positive for drugs or positive for alcohol at or above the .04 level, the employee shall not be permitted to return to work until the employee has been evaluated by a Substance Abuse Professional ("SAP"), approved by the Union and the Employer. If the SAP recommends treatment that prevents the employee from working, or requires that the employee be held out of service while the treatment is pursued, the employee will be placed on medical leave without pay, except sick leave, vacation, and disability, if available, until the SAP authorizes the employee's return to work. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee has signed the "Agreement for Continuation of Employment," a copy of which is attached to this policy.

The District shall be required to apply the rehabilitation provisions of this Agreement to an employee on only one occasion. Positive drug or alcohol tests thereafter may result in immediate termination.

Section 8 Under no circumstances will the District or the Union be informed beyond a negative or positive outcome of any drug or alcohol testing conducted, unless a grievance is filed. In which case, all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Union and the District upon receipt of a release by the employee. If the employee requests the presence of a Union representative at the time of alcohol breath testing, the Union representative shall be entitled to observe the testing procedure and observe the result displayed on the breath testing device.

Section 9 Any employee with an alcohol and/or drug dependency problem who identifies themselves prior to a positive substance test, shall be permitted, and is encouraged, to take leave of absence for the purpose of undergoing an approved program for treatment of a dependency problem. The leave of absence must be requested in writing from the Director of Transportation. Leave of absence under this Section shall be granted on a one time basis and shall be for a maximum of thirty (30) days, unless extended by mutual agreement of the District, the employee,

and the Union. The District shall notify the applicable collective bargaining agent of any leaves of absence applied for under this provision.

### **ARTICLE III CONSENT PROCEDURES**

Section 1 The District shall inform the employee that he/she is subject to testing and will state whether the testing is probable suspicion, post-accident, or random testing.

Section 2 If the testing is for probable suspicion, the District shall give the employee a copy of the Impaired Behavior Report prepared pursuant to Article II, Section 1. Both of the observing witnesses shall complete an Impaired Behavior Report form. The Union representative shall not be required to complete the form. In completing the Impaired Behavior Report form, the witnesses shall be as accurate and detailed as possible recording their observations of the employee's behavior which lead to their decision to require a test. The District shall explain that because of the observation of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time.

Section 3 In each and every case, the District shall read the applicable Drug Screen Consent form and/or Breath Alcohol Testing Consent form to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes are to be made on the Consent forms.

If the employee refuses promptly to take the test or sign the requested Consent form, the District shall:

1. Make it clear to the employee that the request to sign the form and to take the test is a direct order:
  
2. Does not understand the order, the supervisor shall explain the order again.
  
3. Explain to the employee that failure to comply with the order will result in the employee being treated as having tested positive for the substance or substances for which testing was requested, and will subject the employee to being taken out of service and subjected to employee evaluation pursuant to Article II, Section 7.

Section 4 The District shall use best efforts to immediately notify the Union if the employee requests the presence of a Union representative at the time of the urine collection or breath testing, or at the time of the request for testing. Urine collection and breath testing shall be delayed for no more than one (1) hour from the time of the first request in order to permit a Union representative to reach the location.

## **ARTICLE IV TESTING PROCEDURES**

Section 1 Both drug and alcohol testing will be exclusively by the procedures provided in 49 CFR, Part 40.

Section 2 For drug testing, the specimen collection facility and testing laboratory shall follow the split sample procedure in 49 CFR, §40.25(f) (10) (ii).

Section 3 The District shall utilize a Medical Review Officer ("MRO") as required by the DOT procedures. The Employer shall, upon request, provide the Union with the identity of the MRO, and with evidence of the MRO's training in substance abuse diagnosis and treatment.

Section 4 In the event of a positive drug test result, the MRO shall notify the employee of the employee's right to have the MRO direct a retest of the split specimen at another DHHS certified laboratory. If such second test does not confirm the presence of the drug metabolites found in the primary specimen, the MRO shall cancel the test, as required by 49 CFR, § 40.33 (f).

Section 5 Testing not performed in compliance with this Policy and with applicable DOT/FHWA regulations shall not constitute a valid basis for discipline. An employee shall have the right to use the grievance/arbitration procedure to challenge any aspect of the testing procedures.

Section 6 Any employee who successfully challenges a positive result test shall be reimbursed for reasonable costs associated with challenging the test.

Section 7 The District reserves the right to require additional safeguards that serve the best interests of the employee or the Program, subject to the agreement of the Union.

## **ARTICLE V HOLD HARMLESS**

The District shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the District's application of this Substance Abuse Program.

## **ARTICLE VI NEW APPLICANTS**

In addition to the above-described testing for probable suspicion, the District will test all job applicants who are subject to DOT drug and alcohol testing requirements, prior to hiring them. Such testing will comply with the applicable Department of Transportation procedures. (49 CFR, §382.301) Upon request, applicants shall be notified of their test results.

**ARTICLE VII  
MANDATED FEDERAL REQUIREMENTS**

The Employer shall conduct alcohol and drug testing only to the extent required by federal or state statutes, regulations or rules. Should the federal or state government require more extensive testing than is covered by the policy, the District will negotiate with the Union prior to the implementation of any such testing, and if such testing is implemented, shall apply the provisions of Article II, Sections 6 and 7.

FOR THE DISTRICT

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 959

Affiliated with the International

Brotherhood of Teamsters

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**DRUG SCREEN CONSENT**

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Management Representative Requesting Exam:  
\_\_\_\_\_

Name of Management Representative Accompanying Employee:  
\_\_\_\_\_

Medical Consent: I consent to the collection and testing of urine samples by the hospital/laboratory staff as requested by the District to determine the presence of drugs, pursuant to applicable DOT/FHWA regulations.

Authorization to Release Information: I authorize the hospital laboratory to release test results only to the District's Medical Review Officer. I authorize the Medical Review Officer to release a statement that the test result is positive or negative only to the District, attention (insert name):

\_\_\_\_\_

I understand that a positive test result may be grounds for termination, subject to the terms of the District's Substance Abuse Policy.

\_\_\_\_\_  
Employee's Signature / Date

\_\_\_\_\_  
Management Representative Signature / Date

\_\_\_\_\_  
Management Representative (Print Name)



## AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between the Anchorage School District ("District"), Teamsters Local Union No. 959 ("Union"), and \_\_\_\_\_

("Employee"). The District is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and/or alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and/or alcohol use it is understood that the Employee's continuation of employment by the District is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional ("SAP") as agreed to by the Union and Employer. This evaluation should be completed within one week from the date of this document.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.
3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the District.
4. The Employee may return to driving duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.
5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to disciplinary action by the District, up to and including discharge.
6. The Employee, the District and the Union mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee's satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discipline up to and including discharge.
7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the District may test the Employee for alcohol and/or drug use on an unannounced basis not to exceed six (6) tests during the first twelve (12) months of the rehabilitation period. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion or random basis as part of the District's Substance Abuse Program or any tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The Employee will be subject to disciplinary action up to and including discharge if the Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

8. If the Employee successfully completes treatment, and has no positive drug and/or alcohol tests within twelve (12) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the District's discretion, the Employee understands that if the Employee does not meet the above terms of this Agreement, in lieu of discipline and/or termination, the District may require the Employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties in consideration for continuation of the Employee's employment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE DISTRICT:

By \_\_\_\_\_

Its \_\_\_\_\_

THE UNION:

By \_\_\_\_\_

Its \_\_\_\_\_

THE EMPLOYEE:

\_\_\_\_\_

## IMPAIRED BEHAVIOR REPORT

At the time of requesting a Drug and/or Alcohol Test, any management representatives who have observed the Employee and participated in the decision to test must complete this form. Please describe the behavior or reported behavior that causes you to suspect \_\_\_\_\_ is impaired by (check one or both) \_\_\_\_\_ alcohol, \_\_\_\_\_ drugs.

Speech:

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Dexterity:

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Standing/Walking:

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---

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Judgment/Decision Making:

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Appearance (eyes, clothing, etc.):

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---

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Supervisor: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

ANCHORAGE SCHOOL DISTRICT  
BUS DRIVERS AND ATTENDANTS UNIT  
GENERAL TEAMSTERS LOCAL 959  
2022-2025

SIGNATURE PAGE

This Agreement is executed this 22nd day of November 2022 by the duly authorized agents and representatives of the parties hereto. No previous written or oral agreements shall apply after the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein above first written.

TEAMSTERS UNION LOCAL 959  
OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS


ANCHORAGE SCHOOL DISTRICT

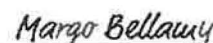
03 / 13 / 2023

03 / 06 / 2023

Date


Date


  
Gary Dixon, Secretary/Treasurer

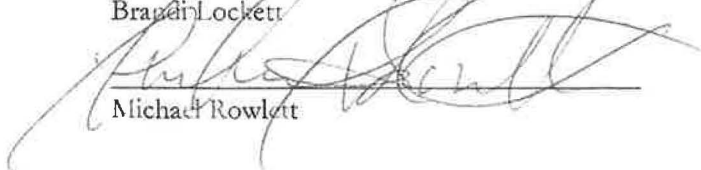
  
Margo Bellamy, School Board President

  
Derek Musto, Spokesperson


  
Jharrett Bryantt, Superintendent

  
Brandi Lockett

  
Andrew Sundboom, Spokesperson

  
Michael Rowlett

  
Heather Philp

  
Yvette Edwards

  
Andrew Ratliff