

COLLECTIVE BARGAINING AGREEMENT

by and between
Anchorage School
District

and
Bus Drivers and
Attendants Unit
General Teamsters
Local #959



July 1, 2009 through
June 30, 2012

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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 walk-outs, 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. The District hereby recognizes General Teamsters Local 959 during the term of this Agreement as the sole and exclusive collective bargaining agency for such of its employees as may be employed as Teamster bus drivers and attendants within the jurisdiction of the Union.
2. All regular employees who are not already members shall become members of the Union on or before the thirty-first (31st) day worked following the beginning of the employment or the effective date of this Contract, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement.

ARTICLE 2 UNION ACTIVITIES AND MEMBERSHIP RIGHTS

1. The District agrees that it will not in any manner, directly or indirectly, 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. 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.
3. There shall be no discrimination by the District against any employee because of race, religion, color, creed, sex, age, national origin, marital status or change in marital status, handicap, veteran status, or because of membership in or lawful activity on behalf of the Union. It is hereby agreed that there shall be no discrimination by the Union against any member or any employee desiring to be a member because of race, religion, color, creed, sex, age, national origin, marital status, or change in marital status, handicap, or veteran status.
4. 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

1. 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.
2. 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 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. 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.
4. 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.
5. 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:

1. 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.

2. 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 HIRING HALL

1. The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The District agrees to use the service of such hiring hall and will call upon the Union to furnish qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions.
 - A. The District may procure workmen from other sources; provided, however, that in such instances, the District shall require each new employee to physically report to the Union Hall for dispatch prior to beginning work.
 - B. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.
 - C. The District retains the right to reject any job applicant referred by the Union.
 - D. The Union agrees that it will not discriminate against non-Union workers in referring workers to the District, and the District agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
 - E. The Union and the District agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
2. The District shall furnish to the steward a copy of the dispatch slip for new employees or substitutes who are made permanent within five (5) days of employment or appointment.

ARTICLE 6 DUES CHECKOFF

1. During the life of this Agreement, the District will deduct current, uniform dues, provided that at the time of such deduction there is in the possession of the District, a current, written assignment for that school year, executed by the employee, in the form and according to the terms of the authorization form.
2. The District will deduct current, uniform dues from the pay of the employees for the first pay period ending in a given calendar month.
3. All sums deducted by the District shall be remitted to the Union at 520 E. 34th Avenue, Anchorage, Alaska, 99503, not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

ARTICLE 7
NATURE OF WORK

1. 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.
2. 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

1. 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.
2. 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.
3. 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 equitably without discrimination against any one particular employee.
 - C. The Employer agrees to explore the alternatives available for disciplinary action prior to discharging any employee.
4. 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.
5. The employee has the right to request in writing to the Contract

Administration 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:

1. 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.
2. 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.
3. 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 Executive Director of Employee Relations review the grievance.
4. If the Executive Director of Employee 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 Executive Director of Employee Relations. The arbitration will be scheduled to commence within thirty (30) days from receipt of the request by the Union or the Company 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 Company, 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 Company. 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 Company 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.

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

ARTICLE 10 PROBATIONARY APPOINTMENTS

1. All employees shall serve a probationary period of ninety (90) days; sixty (60) days may be credited while in substitute employee status; however, all regular employees will serve thirty (30) calendar days, 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 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.

1. 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.
 - B. **Regular Routes.** All regular route changes resulting in an addition of two (2) 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. The employee, who has at least one (1) hour per pay period reduction in route time, may be required to work this time during the following payroll period (excluding Saturday and Sunday, when reasonable). The

District may assign extra work and/or runs to fulfill the bid without regard to seniority. All work and/or extra runs not needed to fulfill the bid shall follow the provisions of Article 11, paragraph 3, of this Labor Agreement. 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 (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 (4) hours in length for attendant routes. The District shall recap the hours each payroll period to determine that each employee, on a daily basis, has worked the prescribed number of hours to fulfill the pay guarantee; in the event an employee has not worked enough hours, at least one hour per pay period, to fulfill the guarantee, the District may, during the following payroll period (excluding Saturday and Sunday, when reasonable) assign extra work and/or runs to fulfill the guarantee without regard to seniority. All work and/or extra runs not needed to fulfill the guarantee shall follow the provisions of Article 11, paragraph 3, of this Labor Agreement.
- 2. 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.
 - 3. The District agrees to assign extra runs by seniority, except as provided below, and with the provision that the driver/attendant shall not be entitled to bid extra runs that will require more than three (3) hours of overtime per week, Sunday through Saturday.
 - A. All extra runs 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, who have signed up, on a seniority basis,

subject to the qualifications of Article 11, paragraph 3.

- B. Extra runs which are known less than the forty-eight (48) hours required for posting and bid, in advance will be assigned to the most senior driver/attendant who has signed the "Extra Work List" posted for that day. 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. Extra work shall be assigned to the senior qualified driver or attendant subject to the overtime provisions of Section 2 and the provisions of Section 1 F.
 - E. 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.
 - F. Other job openings within the District shall be posted on the bulletin board at the Transportation Center.
4. 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.
5. 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. The District shall designate one (1) radio station for official notification of school closure.

6. The District will provide attendants for routes which normally have attendants assigned, including the use of non-Bargaining Unit personnel when others are not available.
7. 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.
8. 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.
9. 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.
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. 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.

ARTICLE 12

SUBSTITUTE DRIVERS AND ATTENDANTS

1. All substitute drivers and attendants shall be required to meet the same qualifications as regular drivers and attendants. The substitutes will be dispatched by the District. The District will maintain and mail the Union a current seniority list of substitute employees at the beginning of each month, and the District shall post a copy of such list on the Union bulletin board.
2. 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.

3. Substitutes will receive the same number of hours for each run assigned as the employee replaced at the substitute employee's rate of pay.
4. Substitute drivers and attendants will be assigned work from a rotating seniority list as follows:
 - A. With appropriate notice, four (4) substitute drivers and one (1) substitute attendant may be designated to report each morning in time for the first run of the day. Those designated will report to the person on duty and make it known they are available for work. Failure to so report will constitute an unexcused absence. All other substitutes reporting for work will also sign in to make known their availability for work which will be dispensed in numerical order from the seniority list following the four (4) designated people.
 - B. Any designated driver or designated attendant reporting on time and not put to work, shall be paid two (2) hours show-up time at the substitute employee's rate.
 - C. Except as provided in Article 11, 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, Section 5, 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.
 - D. The list will be posted daily at the dispatch window before the end of the shift so substitute employees will be aware of the order of assignment for the following day.
5. Substitute employees, reporting to work after having been called and not put to work, shall receive two (2) hours pay at their permanent straight time, unless notified not to report at the end of their previous shift or forty-five (45) minutes prior to the start of a shift. When the shift is started, one-half (1/2) shift

shall be allowed; if the second half is started, then one (1) entire shift shall be allowed.

6. If regular or substitute employees are not available, the supervisor may assign other qualified and licensed substitutes.
7. **Substitute Employee Duties.** In addition to the above requirements, the following will apply:
 - A. After application of 4A above, availability and seniority will be considered when assigning work.
 - B. Employees who accept a regular position, either full-time or temporary, will be placed at the bottom of their respective seniority list if they elect to return to substitute status.

ARTICLE 13 REMUNERATION

1. 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.
2. Time cards of employees shall not be changed without first consulting with the employee involved and the authorized Union Representative and/or shop steward. Daily work time shall be rounded upward to the nearest quarter hour. Copies of the employee's time cards shall be made available from 8:00 a.m. to 4:30 p.m., Monday through Friday, by the Employer for inspection by the employee or authorized Union Representative and/or shop steward upon eight (8) hours notice by the Union. Failure to furnish time cards as specified herein shall entitle the employee to wait time pay of eight (8) hours straight time for each twenty-four (24) hour period thereafter.

ARTICLE 14 HOLIDAYS

1. 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	
2. 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.
3. Holidays shall be paid for at straight time rates if not worked.
4. 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.

5. If the holiday falls during the employee's accrued leave, the employee shall receive the holiday pay at his permanent rate of pay.
6. To be eligible for holiday pay, the employee must be a regular employee in pay status the last working day preceding and the first 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 temporary employees and are not entitled to holiday pay or other fringe benefits.

- A. Due to personal illness or family emergencies and with no annual leave available, the District agrees to pay a regular employee (excluding employees who begin work after the holiday) for the holiday if the employee was in pay status during the biweekly payroll period in which the holiday occurred.
7. Regular drivers and attendants who show up for bid day and are paid for bid day will be paid for Labor Day holiday.

ARTICLE 15 VACATIONS AND LEAVE

1. 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 hours per month (.12115)
 - B. After completion of four (4) continuous years of service: 23 hours per month (.13269)
 - 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 employees 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) calendar days of regular District employment. The thirty (30) calendar day 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) calendar days, 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 a time card 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 ten (10) workdays of the school year. Annual leave will not be granted during the last fifteen (15) 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.
2. 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.
 3. There shall be no forced leave for vacation days as defined in the School District calendar.
 4. 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 greater than eighty (80) hours. 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.
 5. 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.
 6. All compensation, including cashouts 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.
 7. 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 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.
 8. 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 (except travel and parking expenses) be remitted to the District. Service in court when subpoenaed as a witness shall be treated the same as jury duty, provided the employee 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**

SALARY SCHEDULE 2009-2010

Step	Drivers Wage	Attendants Wage
0 – less than 1 year	15.84	12.41
1 – less than 2 years	16.00	12.57
2 – less than 3 years	16.16	12.72
3 – less than 4 years	16.31	12.88
4 – less than 5 years	16.47	13.04
5 – less than 6 years	17.03	13.56
6 – less than 7 years	17.24	13.83
7 – less than 8 years	17.46	14.10
8 – less than 9 years	17.80	14.43
9 – less than 10 years	18.07	14.75
10 – less than 11 years	18.86	15.44
11 – less than 12 years	19.18	15.72
12 – less than 13 years	19.46	16.05
13 – less than 14 years	19.75	16.38
14+ years	20.51	17.10

SALARY SCHEDULE 2010-2011

Step	Drivers Wage	Attendants Wage
0 – less than 1 year	16.14	12.71
1 – less than 2 years	16.30	12.87
2 – less than 3 years	16.46	13.02
3 – less than 4 years	16.61	13.18
4 – less than 5 years	16.77	13.34
5 – less than 6 years	17.33	13.86
6 – less than 7 years	17.54	14.13
7 – less than 8 years	17.76	14.40
8 – less than 9 years	18.10	14.73
9 – less than 10 years	18.37	15.05
10 – less than 11 years	19.16	15.74
11 – less than 12 years	19.48	16.02
12 – less than 13 years	19.76	16.35
13 – less than 14 years	20.05	16.68
14+ years	20.81	17.40

SALARY SCHEDULE 2011-2012

Step	Drivers Wage	Attendants Wage
0 – less than 1 year	16.44	13.01
1 – less than 2 years	16.60	13.17
2 – less than 3 years	16.76	13.32
3 – less than 4 years	16.91	13.48
4 – less than 5 years	17.07	13.64
5 – less than 6 years	17.63	14.16
6 – less than 7 years	17.84	14.43
7 – less than 8 years	18.06	14.70
8 – less than 9 years	18.40	15.03
9 – less than 10 years	18.67	15.35
10 – less than 11 years	19.46	16.04
11 – less than 12 years	19.78	16.32
12 – less than 13 years	20.06	16.65
13 – less than 14 years	20.35	16.98
14+ years	21.11	17.70

The salary schedule for 2009-2010 shall be effective July 1, 2009.

2. **Work Recognition.** One hundred dollars (\$100.00) will be awarded to an employee with perfect work attendance per academic quarter. One (1) attendance occurrence, as well as any scheduled or unscheduled absence occurrence, will render employees ineligible for this recognition. A second failure during the academic quarter to clock in, but you are available on time and work the assigned run, will render you ineligible for this recognition. The only other exception will be mandatory jury duty or a job related subpoena for a court appearance. This award will be presented not later than the second pay period after completion of the quarter.

ARTICLE 17 DRIVERS' LICENSES

1. 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.
2. This provision does not waive the driver's responsibility to report, in writing, any defective equipment or known violations of existing regulations.

3. 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.
4. 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.
5. 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.
6. Employees who renew their Commercial Drivers License during their employment will be reimbursed for the cost of renewal. The driver must produce their renewed Commercial Drivers 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.
7. 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

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

1. 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, four (4) drivers, and one substitute driver. 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.

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.

- 2. 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

- 1. The Director of Transportation Services shall investigate all accidents and render a decision as to whether it is preventable or non-preventable within twenty (20) 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 twenty (20) 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.
- 2. 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.

3. 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

1. All training, including check rides, testing, and evaluation, shall be done by management or the most senior, qualified members of the Bargaining Unit. The District will determine standards for qualification and shall provide opportunity to qualify on a seniority basis.

ARTICLE 22 SENIORITY — REGULAR EMPLOYEES

1. Seniority for regular drivers and regular attendants shall be established as follows: the employee having the longest term of service with the Employer shall be number one on the seniority list, and all other employees shall be listed according to length of service 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.
2. Layoffs, including layoffs caused by elimination of jobs, shall be made in the reverse order of seniority. In rehiring, the same principle shall apply.
3. 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.
4. 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

SENIORITY—SUBSTITUTE EMPLOYEES

The following procedure shall be used to establish seniority for substitute drivers and attendants:

1. The employee having the longest term of service with the District shall be number one on the Seniority List, and all other employees shall be listed according to length of service with the District. Should more than one person be hired on the same day, 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.
2. Unless excused by mutual agreement between the Union and the District for good reason, in writing, on a standard leave form, filed and with a copy to the Union, substitute seniority shall be severed and the employee removed from the substitute list if the substitute employee does not appear on the biweekly payroll records. For this Section to apply, a biweekly payroll period shall include more than five (5) working days. A substitute employee who does not report for work in person at least one (1) time during a workweek will be placed at the bottom of the substitute seniority list.
3. Exceptions for illness or extreme emergency will be considered and mutually agreed upon by the Union and the Anchorage School District.
4. 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.
5. A senior substitute may reject assignment to a permanent route; however, the second rejection will place the employee at the bottom of the substitute seniority list.
6. Any substitute attendant reclassified to substitute driver will be placed at the bottom of the substitute driver seniority list.
7. Any regular attendant reclassified to substitute driver will be placed on the sub-drivers seniority list using the regular attendant hire date.

ARTICLE 24

HEALTH AND WELFARE

1. 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.

Beginning October 26, 2009 the employer shall contribute seven dollars (\$7.00) 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. The amount of hourly contribution shall increase on July 1, 2010 to seven dollars and seventy-five cents (\$7.75) and on July 1, 2011 to eight dollars and fifty cents (\$8.50).

2. 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.
3. 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.
4. 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.
5. If an employee is absent 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.
6. 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 25

ALASKA TEAMSTER-EMPLOYER PENSION TRUST

1. 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 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, 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.
2. The contributions shall be paid to the Trust Fund for all compensable hours by the tenth (10th) day of the month following the month in which the employee(s) worked. The Trust Fund will furnish the transmittal forms.
3. 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.
4. 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.

ARTICLE 26

LIFE INSURANCE

1. 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 designated beneficiary. In the event of accidental death or dismemberment, the insurance shall pay double (2 times) the face amount of the policy.
2. 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.

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

ARTICLE 27 EMPLOYEES' ROSTER

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 28 EXAMINATION OF RECORDS

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 29 TRAINING/SAFETY WORKSHOPS — IN-SERVICE

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

Each year, for the period of this Agreement, the District agrees to pay each District employee his/her regular, hourly wage for one-half (1/2) of any District-wide, student in-service days as provided by the School Board in the school calendar, subject to the employees attendance at these training and safety programs. The District also agrees to pay each driver their permanent, hourly wage to attend a one (1) hour mandatory safety meeting each month of the school year. The District also agrees to pay each attendant their permanent, hourly wage to attend a minimum of four (4) one (1) hour mandatory safety meetings each school year.

1. Each year, for the period of this Agreement, 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. 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.
3. Employees who do not meet the qualifications listed in (1) and (2) 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 30
SUBCONTRACTING**

1. During the term of this Agreement, the Union will retain the same percentage of total routes, including all those under sub-contract, as it held in 2000-2001.
2. Furthermore, the ratio of attendants to drivers in effect during the 2000-2001 year, shall continue unchanged during the term of this Agreement.

**ARTICLE 31
BULLETIN BOARD**

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**

1. 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.
2. The School District Policy Manual shall apply where not in conflict with the terms of this Agreement.

**ARTICLE 33
HEIRS AND ASSIGNS**

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**

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, 2009, and shall remain in effect until June 30, 2012. The 2009-2010 salary schedule increases will be effective July 1, 2009. Health and welfare contribution increases will be come effective on October 26, 2009.

Either party shall give sixty (60) days written notice to the other by January 1, 2012, 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. Ask the employee if he/she understands the order. If the employee responds that he/she 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 _____

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”) selected from the attached list or 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 will test the Employee for alcohol and/or drug use, as directed by the SAP, on an unannounced basis. There shall be no fewer and no more than six (6) such unannounced tests for alcohol during this period, unless the SAP specifically recommends a higher number. Unannounced tests for drugs shall not exceed four (4) such unannounced tests during this twelve (12) month 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: _____

Dexterity: _____

Standing/Walking: _____

Judgment/Decision Making: _____

Appearance (eyes, clothing, etc.): _____

Supervisor: _____

Witness: _____

Date: _____ Time: _____

**ANCHORAGE SCHOOL DISTRICT
BUS DRIVERS AND ATTENDANT'S UNIT
GENERAL TEAMSTERS LOCAL #959
2009-2012**

SIGNATURE PAGE

This Agreement is executed this 14th day of October, 2009 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 NO. 959
OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

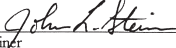
ANCHORAGE SCHOOL DISTRICT

October 9, 2009
Date

October 19, 2009
Date




Tim Morgan
Spokesperson



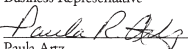
John Steiner
School Board President



Dale Miller
Business Representative




Carol Comeau
Superintendent




Paula Artz



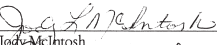
Todd Hess
Spokesperson



Bea Davis



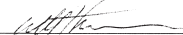
Theresa Finnigan



Jody McIntosh



Pierre Shirk



Will Theuer


**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANCHORAGE SCHOOL DISTRICT
AND TEAMSTERS LOCAL 959**


The parties agree, when ratified and adopted, the 2009 – 2012 collective bargaining agreement between the Bus Drivers and Attendants Unit General Teamsters Local 959 and the Anchorage School District will be implemented in the following manner:

- **A salary supplement of \$350.00 will be paid to employees in one lump sum in September 2010. To be eligible for the salary supplement, eligible employees must be employed by the District on the date of ratification of the agreement and on August 18, 2010.**
- **To be eligible for a retroactive salary increase to July 1, 2009, an employee must be employed on the date of ratification of the contract.**
- **The following employees are placed off the contract salary schedule. They will receive a retroactive salary increase of \$.50 per hour effective July 1, 2009 and a \$.30 per hour salary increase in each subsequent year of the contract on July 1.**

**Cindy Childers
Kimberly Frisk**

It is understood this agreement applies only to implementation of the 2009 – 2012 collective bargaining agreement; it is not intended to establish a precedent for any similar situations that may arise prospectively or for any other similar situations, past or pending.

AGREED: _____ Date 9-29-09

Tim Morgan, Teamsters, Local 959

AGREED: _____ Date 9/28/09

Todd Hess, Anchorage School District

