

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
Public Employees Local 71 (LTC)
REQUEST FOR REFERRAL

DIVISION: Maintenance and Operations; Dalton District		PCN: 25N11047, 25N11048, 25N11049, 25N11050, 25N11064, 25N11065, 25N11066, 25N11067	
JOB CLASS/TITLE: Equipment Operator / Sub-Journey II		WHEN POSITION IS NEEDED: May 9, 2024	
+\$1.65/hr in lieu of benefits (straight time only)			
WAGE GRADE: 56 (\$22.88)		DUTY STATION: Dalton Roving	
<input type="checkbox"/>	Permanent Full-Time	<input type="checkbox"/>	Permanent Full-Time Seasonal
<input type="checkbox"/>	Permanent Part-Time	<input type="checkbox"/>	Permanent Part-Time Seasonal
<input checked="" type="checkbox"/>	Non-Perm Full-Time	<input type="checkbox"/>	Non-Perm Part-Time

CDL REQUIRED: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO <input type="checkbox"/> At time of hire / <input type="checkbox"/> Within 90-days of hire TYPE OF CDL: Valid AK DL ENDORSEMENTS: FIREARMS REQUIRED: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO	WORK SCHEDULE: 2 weeks on / 2 weeks off TRAVEL REQUIRED: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO
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PRE-EMPLOYMENT BACKGROUND CHECK: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO Type: DRUG/ALCOHOL TESTING: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO	COMMENTS/SPECIAL REQUIREMENTS: Current Valid AK Drivers License Flagger's Certification Card
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CANDIDATE MUST BRING TO INTERVIEW: <input checked="" type="checkbox"/> Completed Workplace Alaska Application (if not already submitted to the hiring manager by Local 71) <input checked="" type="checkbox"/> Completed Certification of Employment as a Commercial Motor Vehicle Operator 10-year history form <input checked="" type="checkbox"/> Criminal Convictions: Must provide a copy of the judgement from the Court for <u>any</u> Felony Conviction (regardless of date) and any Misdemeanor Conviction within the last 5 years. For positions requiring APSIN* clearance, must provide judgement for <u>all</u> convictions regardless of date. <input checked="" type="checkbox"/> Copy of certifications and licenses <input type="checkbox"/> Other:
<i>Note: Candidates who do not bring the required information to the interview may be rejected.</i>

CONTACT: Joleen Nash	PHONE NUMBER: 452-5024 EMAIL: JOLEEN@LOCAL71.COM
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LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

**DOT&PF Dalton District Maintenance Stations and Roving Crews;
Alternate Workweek Agreement (14-on/14-off Schedule)**

20-LL-253 (2nd Amended)

It is mutually agreed between the parties that the following terms and conditions of employment will apply to Department of Transportation & Public Facilities (DOT&PF) maintenance stations in the Dalton District, and Northern Region Roving and Bridge Crew employees assigned to work a four-week, fourteen (14) days on/fourteen (14) days off work schedule. No provision of the July 1, 2018 through June 30, 2021 master agreement not specifically referenced herein is modified by this agreement.

The assigned alternate work schedule will cover four successive calendar weeks; four forty-hour workweeks totaling one hundred sixty (160) hours of work over two weeks, followed by two weeks of regular days off. Forty (40) hours are established in each workweek to ensure compliance with the Fair Labor Standards Act. The defined workweek and scheduled hours will be according to the attached assignment form. It is understood that an employee may be temporarily assigned to a normal workweek of five (5) consecutive eight (8) hour days, if necessary, to accommodate travel assignments, training or other reasons which would require such scheduling. When this temporary schedule change occurs, normal contractual provisions apply.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 13.06 – Premium Pay the second, third and fifth paragraphs are amended as follows:

A. Overtime.

An employee shall be paid overtime for all work in excess of twelve (12) continuous hours of work in any one day . Overtime is paid at one and one-half (1.5) times the basic rate of pay.

After working eighty (80) hours at the straight time rate of pay, the employee will be paid at the overtime rate of pay for all hours worked. Daily overtime will not be applied to meeting the above thresholds for increased overtime rates of pay.

For purposes of clarification, it is agreed that the employee's scheduled days off follow the employee's scheduled fourteen consecutive workdays.

If an employee works on their scheduled days off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for all work performed on the first four days of work. For all work performed on the employee's fifth through the seventh days of work, two (2) times the employee's basic rate of pay shall be paid for that shift. If the work assignment continues during their scheduled days off, two (2) times the employee's basic rate of pay shall be paid for the employee's eighth through the eleventh day of work, and one and one-half (1.5) times the employee's basic rate of pay shall be paid for the employee's twelfth through the fourteenth day of work. At the time the employee begins working their regularly scheduled shift, the employee will return to the straight time rate of pay regardless of the days worked during their scheduled days off.

Article 14.01 – Workweek the first paragraph is amended as follows:

Each workweek shall consist of forty (40) hours in pay status and all permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay. The designated workweeks, the fourteen (14) day work schedule, and the four-week period shall be specified on the assignment form.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than twelve (12) hours in a day, the employee may request an additional unpaid meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays all paragraphs following the listed holidays are amended as follows:

Designated holidays will be observed on the calendar day on which they fall. In order to maintain the established schedule, each employee will be expected to work their regular schedule, including designated holidays.

If a holiday falls on the employee's regularly scheduled day of work, the employee shall be paid in accordance with Article 13.06.B – Holiday Pay.

If a holiday falls on the employee's regularly scheduled day off, and the employee works the holiday, the employee will be paid two (2) times the employee's basic rate of pay for all hours worked.

If a holiday falls on the employee's regularly scheduled day off, the employee shall be credited with eight (8) hours of personal leave in lieu of holiday pay.

Article 19.02 – Use of Personal Leave is amended to include the following in the respective paragraphs:

- A. Leave use will be charged hour-for-hour up to the maximum number of hours the employee is scheduled to work on a day that leave is taken.
- B. Medical appointments such as physical, dental, vision or hearing exams, except for emergency care, will be made on the employee's scheduled days off. Medical appointments on an employee's scheduled workday will require a doctor's certification that the employee was not fit for duty during the work time missed.

Article 19.03 – Mandatory Leave Usage the fourth paragraph is amended as follows:

Up to eighty (80) hours of personal leave cashed-in under Article 19.04 will be applied to the employee's mandatory leave usage requirement.

Article 22.02 (A) – Promotion is amended as follows:

When an opening occurs, promotions shall be initiated by posting of a job announcement at the duty station where the opening occurs, including all camps for Dalton District Roving Crews. Such job announcements shall be posted in a location or locations where all eligible candidates could reasonably be expected to be aware of the opening. Such job announcements will be posted for four (4) working days and will be retained by the Employer for six (6) months.

The Employer agrees to contact and provide the job announcement to those employees who are on their scheduled days off from the duty station and were not provided an opportunity to sign the posting. Employees may be contacted by phone, email, or postal mail at the contact information of record provided by the employee. If an employee does not respond within four (4) working days from the date the employee was contacted, it will be considered that the employee does not wish to be considered for that posting.

Article 27 – State-Owned/Controlled Housing is amended to include:

Employees occupying State-owned or controlled housing will not be considered as vacating the quarters while on their days off or on leave. Pets will not be permitted at State-owned or controlled housing.

The following terms and conditions regarding transportation apply:

Dalton District Maintenance Stations – Roundtrip transportation to Dalton District Maintenance Stations, at rotation times, will be furnished by the Employer as follows:

- From Fairbanks or Anchorage to Utqiagvik, Deadhorse, and Sag River
- From Fairbanks to all other Dalton District duty stations (lower camps).
- With mutual written agreement between the employee and the Dalton District Manager, at the time of hire, from Anchorage to all other Dalton District duty stations. Employees who have been regularly provided transportation from Anchorage to all other Dalton District duty stations prior to the effective date of this agreement, will continue to receive travel from Anchorage.
- When traveling to and from Dalton District duty stations, if the employee is delayed past midnight for reasons beyond their control, the employee will be entitled to two (2) hours pay at the straight time rate of pay.

Roving Crews – Employees will be temporarily assigned to the Fairbanks duty station; however, employees will retain seniority at their regular duty station. Roundtrip transportation between Fairbanks and the assigned work locations will be furnished by the Employer and the employee will be in pay status. While working/traveling the employees will receive the Interior Alaska long-term meal and lodging allowance for all days worked. The long-term lodging allowance will be reduced by \$10.00 per day, as provided by Article 15.02.

Dalton District Maintenance Stations and Roving Crews – If an employee resigns or is discharged, or laid off by the Employer, the Employer will furnish return transportation to Fairbanks or Anchorage, depending on point of origin.

This agreement, as amended, is effective July 22, 2021 ~~April 29~~ and remains in effect through June 30, 2022. This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

for Jared Goecker
Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration
07/16/2021
Date

FOR PUBLIC EMPLOYEES Local 71:

Jordan Adams
Business Manager
7-16-21
Date