

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES and CRAFTS UNIT

Dalton District Apprenticeship Program

13-LL-015

Recognizing the need for a training/apprenticeship program for the Equipment Operator career path and to give new or current employees opportunities for career advancement, the ability to obtain a Commercial Driver License, and the experience to obtain qualifications to compete for promotion to Equipment Operator Journey II WG 53 vacancies, the parties hereby enter into the following training agreement to be used for the Department of Transportation & Public Facilities, Northern Region Maintenance & Operations Division, Dalton District.

1. The Equipment Operator Sub Journey II WG 56 classification will be used as the entry level for this Program, followed by the Equipment Operator Journey I WG 54 of the series as the final level of the training program.
2. During this training program the trainee will not be considered by seniority for promotion to vacant positions in the duty station or "daily upgrades" for pay purposes.
3. Administration of this training program will be by the Department of Transportation & Public Facilities, Northern Region Maintenance & Operations Division, Dalton District Superintendent.
4. The training program will be in two (2) phases within a maximum of three (3) years. However, the complete training program or any phases of it may be shortened or extended as necessary by the administrator of this program.
5. Entry into the program will require a high school diploma or equivalency and an Alaska Commercial Driver Instruction Permit. Preference will be given to applicants with a minimum of six (6) months formal technical training in a related field. Applicants will be recruited and selected by Local 71. Local 71 will provide the State with three (3) candidates for each position and the State will select one of them. The primary consideration for selection will be based on their overall performance in the technical training program, if applicable, including academics, rather than experience. In the event that none of the candidates are accepted, the union will provide additional candidates for consideration.
6. The trainee is scheduled to work at the WG 56 level for one (1) year and the WG 54 level for two (2) years, and must receive an acceptable or higher performance rating at each wage group/level before being advanced to the next level. The trainee must obtain their Commercial Driver License (CDL) within one hundred and twenty (120) days of commencement of the trainee program. In addition, the trainee must successfully pass the same test (if any) given to new applicants at each level before advancing to that level in the

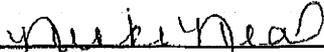
class series. The requirement to work at the WG 56 level for one (1) year may be waived by the administrator of this training program if the incumbent has demonstrated the skills necessary to advance to the next level or if additional time is needed to master the necessary skills.

7. Upon successful completion of any required testing, recommendations for advancement will be prepared by the Foreman and the Dalton District Superintendent. A performance evaluation will then be prepared and approved by the Dalton District Superintendent, either recommending advancement to the next level, continued training at the current level, or termination of the employee from the training program.
8. Upon receipt of a performance evaluation recommending advancement to the next level (and accompanying test results), Department Human Resource staff will advance the incumbent to the next higher wage group/level in the series effective the first day of the pay period following receipt of the evaluation. Department Human Resource staff will notify the Dalton District Superintendent when the reclassification of the position has been approved. The full duties of the higher wage group/level will not be assigned to the trainee until approval has been received from Department Human Resource staff.
9. After the trainee obtains WG 54 level, he/she will rove between field stations as needed by the Department and at the request of the Dalton District Superintendent. Trainees shall retain 100% of their seniority when roving between field stations. Trainees will be paid the prevailing wage rate and COLA at the designated permanent duty station. Trainees will not be paid per diem unless location of this assignment causes the trainee to pay commercial rates for lodging and meals. Trainees will be paid per diem if this travel assignment is with a crew also on per diem.
10. The expense of obtaining the CDL will be borne by the trainee and State vehicles will not be used on public roadways for this purpose. The State will provide up to 37.5 hours of paid time for outside training and testing.
11. Once the trainee has completed two (2) years of satisfactory service at the WG 54 level, and received a performance evaluation with an acceptable or higher rating in all areas (including the evaluation worksheet), and has passed any applicable examination, Article 13.07 is waived and the trainee will obtain permanent status as an Equipment Operator Journey I, WG 54. At that time the trainee may compete for openings at the Equipment Operator Journey II, WG 53.
12. In the event the trainee is unable to satisfactorily complete the training/apprenticeship program; the trainee shall have rights under Article 13.07.D of the agreement, if applicable, with duty station seniority accruing from the first day of employment.
13. Any trainee appointed to this program must agree to its terms in writing by signing a copy of the agreement upon hiring.

This agreement supersedes 10-LL-144. This agreement is effective July 1, 2012 and remains in effect through June 30, 2015, except that it may be canceled by either party with fifteen calendar (15) days written notice. This agreement is entered into solely to address the specific circumstances 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:

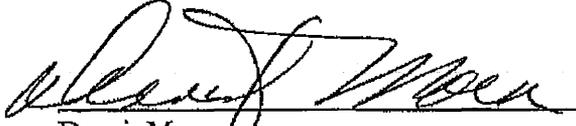
FOR PUBLIC EMPLOYEES Local 71:



Nick Neal, Director
Division of Personnel & Labor Relations
Department of Administration

7/2/2012

Date



Dennis Moen
Business Manager

7/2/12

Date

Trainee's signature

Date