

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

Juneau Grounds Crew; Reduced Workweek

13-LL-069

It is agreed between the parties that the following terms and conditions of employment apply to incumbents of the below listed PCNs, employed with the Department of Administration, Division of General Services, Grounds Crew. No provision of the July 1, 2012 through June 30, 2015, master agreement not specifically referenced herein is modified by this agreement.

PCNs covered by this agreement:

25-2434, Maintenance Generalist, Sub-Journey I
25-2451, Maintenance Generalist, Sub-Journey I
25-2538, Maintenance Generalist, Sub-Journey I

Incumbents of the covered PCNs are permanent full-time seasonal employees normally assigned to work the summer months. During the winter months the parties recognize the need for snow and ice removal on the walkways, stairs, outdoor passageways and employee parking areas at or near state buildings in the Juneau area. This agreement allows the covered employees to convert to permanent part-time seasonal status and a reduced workweek schedule during the winter months to perform that work. The parties also recognize the need for employees to do such work depends on the snowfall and weather conditions requiring such work and therefore a regular work schedule may not be established.

The affected employees will receive written notification of conversion from seasonal full-time to seasonal part-time status, and vice versa, as well as notice of being placed on seasonal leave without pay (SLWOP). Such written notice will include or be accompanied by a written statement of the effects that the status conversion will have on workweeks/scheduling, and benefits. Written notice of change of status will be provided at least five (5) calendar days in advance of the status change when possible. Furthermore, under any circumstances, at least one work day's written notice of status change will be provided.

To remain eligible for health insurance the affected employees must be in pay status for at least thirty (30) hours each week.

When the affected employees convert from full-time to part-time status, the following applies:

1. **Article 13.06.A** is amended to read:
 - A. **Overtime.** The Employer shall equalize the distribution of overtime among the bargaining unit members who desire to work overtime, and those not desiring to work overtime shall preferably not be assigned to work overtime. This does not preclude the Employer from assigning and requiring overtime work of bargaining unit members based on reasons such as the qualifications of the members and the amount of work to be accomplished. Compulsory overtime may be necessary when the Employer determines it is in the public's best interest, such as natural disasters or weather related emergencies.

An employee shall be paid overtime for all work in excess of eight (8) hours of work in any one shift and forty (40) hours of work in any one (1) workweek, at one and one-half (1.5) times the basic rate of pay.

The workweek is defined as Sunday midnight through Sunday midnight.

Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

For all work performed on the employee's sixth (6th) consecutive day of work, one and one-half (1.5) times the basic rate of pay shall be allowed for that shift. For all work performed on the seventh (7th) day of work, two (2) times the basic rate of pay shall be allowed for that shift.

2. **Article 13.06.B** is amended to read:

B. Holiday Pay. All work performed on holidays shall be paid at one and one-half (1.5) times the basic rate of pay in addition to holiday pay. In addition to holiday premium pay, an employee who works on a holiday shall receive four (4) hours straight time holiday pay or hours actually worked, whichever is greater, to a maximum of seven and one-half (7.5) hours. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

3. **Article 13.06.C** the last paragraph only is amended to read:

C. Shift Differential.

For the purposes of this section, the assigned starting time on the day the employee is called into work, excluding overtime hours, shall determine eligibility for shift differential.

4. **Article 13.09** is amended to read:

The Employer may establish a reduced work schedule for an employee on a continuing basis when the employee accepts such employment. If the affected employee is unable to accept a reduction to his/her work schedule, a layoff in accordance with Article 22 may result.

Employees will report for work only on the days for which they are called to work and at the time specified by the supervisor. Each employee called to work will be guaranteed at least four (4) hours of work on the day the employee reports to work.

Employees will be paid four (4) hours holiday if they are in work status both the normal business day before and the normal business day after a holiday is observed. (e.g., the holiday is observed on a Monday, the employee must be in work status the preceding Friday and the following Tuesday.)

Benefits for personal leave and retirement pensions pursuant to pertinent statutes and regulations shall accrue proportionate to the benefits for full-time service.

Permanent part-time employees will be covered by the overtime provisions of Article 13.06.

4. Articles 8.04 (Termination/Layoff Slips), 14.02 (Starting Times), 14.03 (Call Back), 14.04 (On Call), and 14.05 (Stand By) are waived and do not apply.

This agreement is effective upon signature through June 30, 2015, except that it may be canceled by either party with fifteen (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 necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

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

10/6/2012
Date

FOR PUBLIC EMPLOYEES Local 71:

Tom Brice
Tom Brice
Business Representative

10-4-12
Date