

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

Peninsula District; On-Call Nonpermanent Substitute Position

13-LL-145

It is mutually agreed between the parties that the following terms and conditions of employment apply regarding the establishment of an on-call nonpermanent substitute Equipment Operator Journey II, WG53, position in the Kenai Peninsula-Kodiak Island Maintenance District in the Department of Transportation & Public Facilities. No provision of the July 1, 2012 through June 30, 2015 master agreement not specifically referenced is modified by this agreement.

Definition. An on-call nonpermanent substitute position is a position whose incumbent is sporadically scheduled or called to work on an as needed basis.

Dispatch. The on-call nonpermanent employee(s) will be dispatched using the Union referral services in accordance with Article 4. After the initial hire, the Employer will call or schedule the incumbent(s) independent of the referral process. Decisions regarding the need or requirement to call out or sporadically schedule on-call nonpermanent employees are at the sole discretion of management.

Incumbents who do not work in an on-call nonpermanent substitute position for a period of ninety (90) consecutive calendar days or who refuse three assignments may be removed from the on-call roster(s) and separated from State service. The Employer will provide notice to the incumbent and the Union when an employee is terminated.

Step placement upon appointment. Upon appointment, the on-call nonpermanent employee shall be paid at Step A.

Workweek. The workweek shall begin on Sunday at midnight and end the following Sunday at midnight, in accordance with the Fair Labor Standards Act (FLSA).

Scheduling. Decisions regarding the need or requirement to call out or sporadically schedule on-call nonpermanent substitute employees is at the sole discretion of management except that on-call nonpermanent substitutes will be employed only for purposes of illness/injury, vacation, family leave, schedule changes, vacant permanent positions in this bargaining unit, or extraordinary weather conditions.

Work Assignments. An on-call nonpermanent substitute employee who is called to work may refuse the assignment and will not be subject to discipline for refusal. However, once an assignment has been accepted or scheduled without objection, the incumbent must report for the assignment or may be subject to separation unless prior approval has been given for the absence. Approval for absences without pay from work due to illness or injury may be granted by the employee's supervisor.

Call Back (Recall). An on-call nonpermanent substitute employee shall be exempt from the provisions of Article 14.03 unless the substitute has completed eight (8) hours of work in that work day.

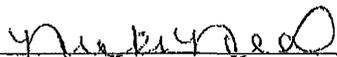
Overtime. An on-call nonpermanent substitute employee shall be paid overtime for all work in excess of eight (8) hours of work in any one (1) day and forty (40) hours of work in the workweek, at one and one-half (1.5) times the basic rate of pay. For all work performed on the sixth (6th) consecutive day of work in the workweek, one and one-half (1.5) times the basic rate of pay shall be allowed. For all work performed on the seventh (7th) consecutive day of work in the workweek, two (2) times the basic rate of pay shall be allowed. The on-call nonpermanent substitute employee shall not be given preference over permanent employees for overtime work.

Holiday Pay. On-call nonpermanent substitute employees shall not be eligible for holiday pay. However, they shall be paid at the rate of one and one-half (1.5) times the basic rate of pay for all hours of work performed on a holiday as listed in Article 18.

Benefits & Premium Pay. An on-call nonpermanent substitute employee is not entitled to accumulate or use paid leave, shift differential, step increases, health and accident insurance, pension benefits, or other benefits afforded permanent employees, except as provided in this agreement. In lieu of such entitlements, each on-call nonpermanent substitute employee shall receive one dollar and sixty-five cents (\$1.65) for each compensable hour worked.

This agreement shall be effective upon signing through June 30, 2015, unless 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 may be necessary for the execution of its terms.

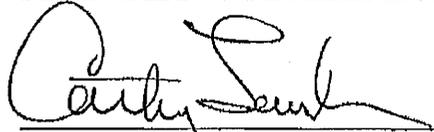
FOR THE STATE OF ALASKA:



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

1/29/2013
Date

FOR PUBLIC EMPLOYEES Local 71:



Cathy Lavender
Business Representative

1/21/13
Date