

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

**Denali District Flexibly Staffed Position**

**13-LL-167**

Recognizing the difficulty to fill certain positions in the Denali District, it is mutually agreed between the parties that the following terms and conditions of employment shall be applied toward the position of Equipment Operator Journey II, WG53, PCN 25-1921, in Cantwell. No provisions of the July 1, 2012 through June 30, 2015 master agreement not specifically referenced herein are modified by this agreement.

1. The Denali Maintenance District shall be allowed to fill PCN 25-1921 at the Cantwell Maintenance Station as a flexibly staffed position. The position may be filled at the Equipment Operator Journey I (WG54) or Equipment Operator Journey II (WG53) level, depending on the qualifications of the selected applicant. If the position is filled at the WG54 level the following applies:
  - a. If the incumbent is hired without a Class 'A' Commercial Driver License (CDL), the incumbent must obtain one within six months of hire date or the incumbent's employment will be immediately terminated. 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. In addition to successful obtainment of a Class 'A' CDL, all other conditions below apply.
  - b. The incumbent will be scheduled to work at the WG54 level for one (1) year and must successfully pass the WG53 test and receive an acceptable or higher performance rating in order to continue employment and advance to the next level.
  - c. The incumbent will not be considered for promotion to vacant positions in the duty station or "daily upgrades" for pay purposes.
  - d. Within thirty (30) days of successful completion of required testing, a recommendation for advancement will be prepared by the Foreman and the Denali District Superintendent. A performance evaluation report will then be prepared and approved by the Denali District Superintendent, either recommending advancement to the next level, continued employment at the current level, or termination of the employee. If the recommendation is for continued employment at the current level, the incumbent's probationary period will be extended an additional two (2) months.
  - e. Upon receipt of a performance evaluation report recommending advancement to the next level (and accompanying test results), Department Human Resource staff will advance the incumbent to Equipment Operator Journey II (WG53) effective the first day of the pay period following receipt of the documents. Department Human Resource staff will notify the Denali District Superintendent when the reclassification of the position has been approved. The full duties of the higher wage grade will not be assigned to the incumbent until approval has been received from Department Human Resource staff.

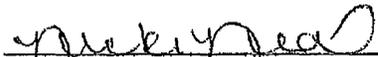
- f. If the incumbent is unable to successfully complete the WG53 test and/or does not have a performance evaluation report showing acceptable or better performance in each rating area by the completion of one (1) year of work in the position, unless extended as above, the incumbent's employment will be immediately terminated.
  - g. The incumbent must agree to these terms by signing a copy of this agreement upon hire.
2. In the event the incumbent is unable to satisfactorily complete probation, the incumbent shall have rights under Article 13.07 D of the agreement, if applicable, with duty station seniority accruing from the first day of employment.

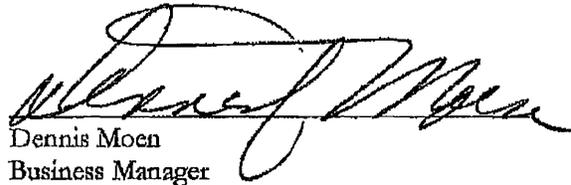
This agreement is effective upon signing and remains in effect until June 30, 2015 except that it may be cancelled by either party with fifteen (15) days written notice.

This agreement is entered into solely to address the specific circumstances of this particular matter and does not establish any practice or precedent between the parties. This agreement shall not be referred to in any 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**

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

  
\_\_\_\_\_  
Dennis Moen  
Business Manager

3/14/13  
\_\_\_\_\_  
Date

3/12/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date