

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 Northern Region Roving and Bridge Crews;
Alternate Workweek Agreement (7-on/7-off Schedule)**

19-LL-005

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 two-week, seven (7) days on/seven (7) 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 seven (7) day work schedule will cover two successive workweeks, resulting in eighty (80) hours of work over two workweeks. 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) 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.

For purposes of clarification it is agreed that the employee's scheduled days off follow the employee's seven (7) scheduled work days of their work schedule.

For all work performed on a shift starting on the employee's scheduled days off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift. However, for all work performed on a shift starting on the employee's fifth through the seventh scheduled day off following the seven (7) regularly scheduled days of work, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on each of the seven (7) regularly scheduled days of work and the first through fourth 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 workweek, the seven (7) day work schedule, and the two-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, 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 work day 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 second 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.

In addition to the posted job announcement, the Employer agrees to send a letter providing the job announcement to those employees who are on their scheduled days off from the duty station. The letter will be sent to the employee's address of record. If an employee does not respond within four (4) working days from the date the letter is sent, 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.

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 Barrow and Deadhorse.
- 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.
- Employees participating in the Equipment Operator Apprentice Program will only be provided travel from Fairbanks to Dalton District duty stations.

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.

Bridge Repair Crews – Roundtrip transportation between Fairbanks and the assigned work locations will be furnished by the Employer and the employee will be in pay status. At shift change employees will furnish their own transportation to and from their normal duty station and Fairbanks and shall be considered to be in travel status per Article 15.01. Accordingly, each employee will be paid mileage in accordance with the Administrative Manual for travel between his/her normal duty station and Fairbanks, providing such transportation is not by State vehicle.

Dalton District Maintenance Stations, and Roving and Bridge Repair 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 supersedes LOA 17-LL-012. This agreement is effective October 1, 2018 and remains in effect through June 30, 2021, except that it may be canceled by either party with thirty (30) days written notice. 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 PUBLIC EMPLOYEES Local 71:

/*Signature on File*/


/*Signature on File*/


Kate Sheehan, Director
 Division of Personnel & Labor Relations
 Department of Administration

for Dennis Moen / Jordan Adams
 Business Manager

9/26/18

 Date

9-26-18

 Date