

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and
PUBLIC SAFETY EMPLOYEES ASSOCIATION
representing the
PUBLIC SAFETY BARGAINING UNIT

Fairbanks Airport Police & Fire Officers
28-Day Alternate Work Period

21-AA-001

It is agreed between the parties that the following terms and conditions of employment apply to select Airport Police & Fire Officers at the Fairbanks International Airport, working this Alternate Work Period per the attached assignment sheet. No provision of the, master Collective Bargaining Agreement not specifically referenced in this Letter of Agreement is modified by this Letter of Agreement.

1. Work Period Defined: As provided in Article 15.28(B), Article 15.28(A) is modified as follows to allow for an alternate work period known as an FLSA 7(k) work schedule.

Each work period will consist of twenty-eight (28) days in pay status, for a total two hundred and twelve (212) pay status hours per 28-day work period. Unless the member is on layoff or leave without pay, the member is guaranteed a 212-hour work period, provided he or she is ready, willing and able to work.

2. Meal and Rest Period: The meal provisions of Article 15.14(A), 15.28, and 16.03 are replaced as follows: Each work day will consist of twenty-four (24) hours and will include two (2) paid lunch periods of one-half (1/2) hour. It is assumed that these paid meal breaks are taken unless the member notes the missed meal breaks on his or her timesheet. Two fifteen (15) minute breaks will be allowed when circumstances permit, as provided in Article 16.02.

Management will allow for eight (8) hours of sleep/rest period in each full 24 hour work day that is scheduled. All hours in pay status will count towards the 212-hour work period. The department shall provide common sleeping quarters for the officers which will consist of individual beds, mattresses, and sheets. The member will provide their own blankets and pillows. The Department will adopt practices that will contribute to a quiet and undisturbed rest period in the sleeping quarters.

3. Wage Calculation: Members will continue on a biweekly pay schedule, and be paid an hourly rate equal to the appropriate base APFO hourly rate of pay x 0.7547. (This is the conversion rate needed to make the wages of 212 hours over 28 days equal to the regular APFO wages of 160 hours over 28 days).

4. Schedule: Each work day will consist of twenty-four (24) hours of work, consisting of seventy-two (72) hours on duty, then RDO's consisting of one hundred and forty-four (144) hours off duty.

The work period and RDO's will be memorialized on an attached assignment sheet provided to Payroll. The assignment sheet will note the starting day and starting time of the 28-day work period.

Management may designate one additional RDO and/or work day within the 28-day work period to align the number of working hours more closely with 212.

5. Modification: Article 11.10 (Shift Assignments and Regular Days off) is waived in favor of the designated schedule. Management reserves the right to temporarily alter this schedule, when necessary, to meet the business needs of the workplace with consideration of the member's needs. The days and hours will remain for the duration of the assignment but may be adjusted as needed, or the member removed from this schedule, with a minimum of two weeks (14 calendar days) notice and provided the Chief and member agree. In the event of a work schedule change, a new assignment worksheet will be issued.

6. Use of Leave: Leave shall be charged hour-for-hour based on the number of hours the employee was scheduled to work. Thus, for continuous scheduled hours of eighteen (18) and below, personal leave will be charged hour-for-hour. For a 24-hour work day, upon using **eighteen (18)** hours of leave, that **eighteen (18)** hours will count as the 24-hour work day.

7. Overtime: Article 15 overtime provisions (including Article 15.14, 15.15, and 15.28(A)) are replaced as follows: All hours in pay status in excess of two hundred and twelve (212) hours in the 28-day work period shall be paid at the rate of one and one-half (1 ½) times the member's regular rate of pay. Overtime shall not be pyramided or duplicated.

8. Recall to Work: Members will remain eligible for Recall under Article 15.09. A member who works on their Regular Days Off (RDO's) shall receive time and one-half (1 ½) premium pay for all hours worked on their RDO's, regardless of the number of hours in pay status during their regularly scheduled work period. The pay shall not pyramid when the member is otherwise eligible for premium pay, including overtime by other operation of law or contract.

9. Training: When training classes outside of the Fairbanks Area (i.e., beyond a 50-mile radius of Fairbanks) fall on a regularly scheduled work day, the 8 hour training class will count as the full work day (24 hours). For those training classes outside of the Fairbanks Area that fall on an RDO, it will be counted hour-for-hour (i.e. an 8 hour class on a regular work day counts as the full 24 hour work day, an 8 hour class falling on an RDO counts as 8 hours towards their 212-hour work period). This does not preclude the member from being reassigned work hours within the work period. When conducting a shift change to attend class, the officer will be given an 8 hour sleep/rest period on shift immediately prior to the start of the class, or be granted 8 hours Administrative Leave prior to the start of the class.

For training that occurs within a 50 mile radius of Fairbanks, members will be required to return to the work site after training to complete their 24 hour work day if the training occurs on a regular work day. If the training within a 50 mile radius of Fairbanks occurs on a RDO, the training counts as hours worked towards their 212-hour work period.

10. Investigations: The notice periods in Article 7.04(A)(1) and 7.04(A)(11) are replaced as follows: Notice will consist of one off period plus one workday before an interview is held.

11. Shift Differential: An exemption is made to Article 15.05 such that all hours worked will be paid at the three point seven five percent (3.75%) shift differential, regardless of the time of day.

12. Holiday Observance and Pay:

Worked holiday: Apart from floating holidays, a member who works a designated holiday shall be paid at the rate of 1.5 times the member's regular rate of pay for the first eight (8) hours worked on that holiday, as well as straight time pay for the entire time worked that day. For example, if a holiday falls on a member's regular work day, the time sheet would report 8 hours of holiday premium pay, 8 hours of holiday straight time pay, and 16 hours of regular straight time pay.

Date of observance: Apart from floating holidays, a designated holiday shall normally be observed on the calendar day on which it falls, except that if a holiday falls on a member's first or second regular day off, the last work day before the holiday shall be the member's designated holiday. If a holiday falls on a member's third or subsequent regular day off, the next work day after the holiday shall be the member's designated holiday. However, another mutually agreed day within thirty (30) days of the holiday may be taken instead of those designated herein. Holidays which cannot be observed within this thirty (30) day period shall be reported by the member to payroll as a floating holiday.

Partially worked or non-worked holiday: A member may be allowed to observe the 8 hours of a designated holiday and still work the additional scheduled hours of that designated holiday, with management's agreement. If a member is granted permission to take an entire work day (24 hour period) off on an observed holiday, 10 hours of personal leave will be taken. This 10 hours represents the difference between the 8 hour holiday and 18 hours of personal leave that must be taken for a workday under subsection (6) above.

Pay status: Time in pay status on the holiday will count toward the work period and the 212 hour overtime threshold, regardless of whether the member takes the 24-hour day off, works the entire day, or observes the 8 hour holiday and works the rest of the scheduled hours that day.

13. Effective: This agreement supersedes LOA 19AA230A and is effective June 1, 2020 through June 30, 2023, except that it may be canceled by either party with 28 calendar days' notice. If notice of cancelation is given, employees will return to a 14-day work period within two pay periods following 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 Letter of Agreement is the complete agreement of the parties related to the Fairbanks APFO 24-hour trial schedule. It is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties beyond the terms set forth herein. This agreement is not an admission of a contract violation or wrongdoing of any kind by either party and is intended only to provide for this trial schedule. This agreement shall not be introduced or referred to in any manner by either party except in a proceeding to enforce its terms.

FOR THE STATE OF ALASKA:

/*Signature on File*/

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

8/3/20

Date

FOR THE ASSOCIATION:

/*Signature on File*/

Charisse Millet
Executive Director

August 2nd 2020

Date