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

Wildland Fire

15-SS-258

It is agreed between the parties that Fair Labor Standards Act (FLSA) exempt Department of Natural Resources (DNR), Division of Forestry employees at Ranges 23 and below shall be entitled to additional compensation when the employee is relieved of their regularly assigned duties and assigned to an Incident Resource Order for the purpose of wildland fire management work. The parties recognize that fire constitutes an emergency condition with significant risk to life and property and involves peak workloads over a relatively short period of time seasonally.

This Letter of Agreement will be implemented through use of a resource order specifying an individual and citing the NIIMS ICS red card certifications required for the assignment.

During such assignment, an employee shall receive compensation at the annualized hourly rate for each hour of work in excess of thirty-seven and one-half (37.5) hours of work and less than forty (40) hours of work in the workweek, and shall receive compensation at one and one half (1.5) times the annualized hourly rate of pay for each hour of work in excess of forty (40) hours of work in the workweek.

If the resource order requires assignment away from the normal duty station or on a wildland fire the following conditions will apply:

To parallel the Federal fire system, time in travel status is compensable under this agreement, however, time spent waiting for transportation and normal meal periods are not compensable.

Hours of work will be managed based upon the requirements of the assignment. Compensation will not exceed the following maximum limitations:

1. 19 hours per day during the first 24-hour period assigned to a specific incident;
2. 16 hours per day before containment of the incident; and
3. 12 hours per day after containment of the incident

Containment is defined as: to surround a fire, and any spot fires thereof, with control line or natural barriers, as needed, which can reasonably be expected to check the fire's spread under prevailing and predicted conditions.

Any work in excess of the hourly limitations is not compensable.

The parties understand that this pay entitlement stems solely from the collective bargaining process, not to any entitlement under the FLSA. The parties agree that this agreement shall have no effect on the employee's status under the FLSA and is not intended, and shall not be construed, as a change in the salary basis for compensating the employee.

Hours paid at the rate of time and one-half (1.5) under this or any other agreement shall not be pyramided or duplicated, and shall be credited only once in the calculation of hours in the workweek.

This Agreement shall be effective April 1, 2015 through December 31, 2015, except it may be canceled by either party with fifteen (15) calendar day's written notice.

This agreement shall not establish any practice or precedent between the parties. Specifically, the parties acknowledge that this agreement creates no obligation by implication or otherwise, to enter into future agreements for additional compensation.

FOR THE STATE OF ALASKA:

for Nancy Sutch

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

5/8/15
Date

FOR APEA/AFT (AFL-CIO):

Dennis Geary
Business Manager

Date