

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
ALASKA STATE EMPLOYEES ASSOCIATION
representing the
GENERAL GOVERNMENT UNIT

DNR All-risk Response Activities; Compensation 17-GG-197

It is agreed and understood between the parties that the following terms and conditions of employment apply to all bargaining unit members employed in the Department of Natural Resources (DNR), at Ranges 23 and below, who are exempt from the Fair Labor Standards Act (FLSA). No provision of the master agreement not specifically referenced herein is modified by this agreement.

The parties recognize that wildland fire incident management teams and individuals provide nationally qualified emergency response capability to all-risk incidents, which can have significant risk to life and property, both in Alaska and nationally. Response to these incidents involves extensive workloads over a relatively short period of time.

With the express written approval of the Director, or Deputy Director, of the Division of Forestry, and when relieved of their regularly assigned duties and assigned to an Incident Resource Order for the purpose of all-risk emergency response, bargaining unit members shall be entitled to additional compensation as provided below. 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 bargaining unit member's status under the FLSA and is not intended, and shall not be construed, as a change in the salary basis for compensating the bargaining unit member.

During such assignment, with required approvals, a bargaining unit member 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:

1. 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.
2. Hours of work will be managed based upon the requirements of the assignment. Compensation will not exceed the following maximum limitations:
 - a. 19 hours per day during the first 24-hour period assigned to a specific incident;
 - b. 16 hours per day before containment of the incident; and
 - c. 12 hours per day after containment of the incident.

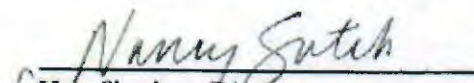
1. Containment is defined as: to surround a fire, and any spot fires thereof, with control line or natural barriers, as needed, which can reasonably be expected to check the fire's spread under prevailing and predicted conditions.
2. Any work in excess of the hourly limitations is not compensable.

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 supersedes LOA 16-GG-196 and shall be effective January 1, 2017 through June 30, 2019, except that it may be canceled by either party with fifteen (15) calendar day's 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 forum, except as may be necessary for execution of its terms.

FOR THE STATE OF ALASKA:

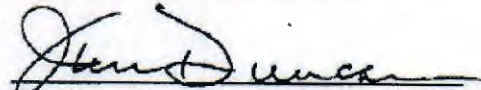


Kate Sheehan, Director
Division of Personnel & Labor Relations
Department of Administration

1/27/17

Date

FOR ASEA/AFSCME Local 52:



Jim Duncan
Executive Director

1/26/17

Date

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

DNR All-risk Response Activities; Compensation

17-SS-198

It is agreed and understood between the parties that the following terms and conditions of employment apply to all Department of Natural Resources (DNR) Supervisory Unit employees, at Ranges 23 and below, that are exempt from the Fair Labor Standards Act (FLSA). No provision of the master agreement not specifically referenced herein is modified by this agreement.

The parties recognize that wildland fire incident management teams and individuals provide nationally qualified emergency response capability to all-risk incidents, which can have significant risk to life and property, both in Alaska and nationally. Response to these incidents involves extensive workloads over a relatively short period of time.

With the express written approval of the Director, or Deputy Director, of Division of Forestry, and when relieved of their regularly assigned duties and assigned to an Incident Resource Order for the purpose of all-risk emergency response, employees shall be entitled to additional compensation as provided below. 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.

During such assignment, with required approvals, 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.

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


3. 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.
4. Any work in excess of the hourly limitations is not compensable.

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 supersedes LOA 16-SS-195, and shall be effective January 1, 2017 through June 30, 2018, except that it may be canceled by either party with fifteen (15) calendar day's 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 forum, except as may be necessary for execution of its terms.


FOR THE STATE OF ALASKA:



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

2/2/17
Date

FOR APEA/AFT (AFL-CIO):



Pete Ford
Business Manager

11/2/17
Date

MEMORANDUM
DEPARTMENT OF NATURAL RESOURCES

STATE OF ALASKA
DIVISION OF FORESTRY
CENTRAL OFFICE

TO: Area Foresters
Fire & Aviation Working Group
Area FMOs
Region Aviation Managers
Region/Area Admins

DATE: August 17, 2007

PHONE: 451-2666

FROM: Chris Maisch
State Forester

SUBJECT: Forestry Work
Under a Helicopter

The LTC, GG, and SU contract provisions indicate that transportation by and working under a helicopter are activities eligible for hazard pay. ("Working under a helicopter" is referred to in GGU Article 21.05 B., LTC Article 13.06 D., and SU Article 24.5 A.)

To provide clarification about Forestry's operations, two types of activities are considered working under a helicopter. Those two activities include 1) hover hook-ups, and 2) loading or unloading people or equipment when the helicopter rotors are in motion. Bargaining unit members performing this work may record applicable time and claim for hazard pay.

Forestry activities which are *not considered working under a helicopter* include but are not limited to *marshalling or guiding helicopters, calling in a bucket drop, and working on the fire line.* Employees engaged in these activities should not be claiming for hazard pay.

There are a variety of activities in wildland firefighting which pose risk. This memo does not diminish the importance of safety in our operations, nor does this memo define all conditions in which risk and safety are key factors. This memo serves only to define the Forestry activities related to the contract provisions for working under a helicopter.

Supervisors and recipients of this memo are expected to relay the information to their staff who engage in the activities discussed in this memo.

cc: Forestry Management Team
Norm McDonald, Acting MSAO FMO



MEMORANDUM
Department of Natural Resources

STATE OF ALASKA
Forestry / Central Office

TO: Timesheet Collectors, MTM,
Regional/Area Admins, Area
Foresters, FMOs and Managers

DATE: April 13, 2018

TELEPHONE: 269-8476

FROM: Dean Brown 
Deputy Director

SUBJECT: Employee signatures, and other supporting
documents for timesheets

Positive time reporting is a requirement for both state and federal programs and requires timesheets to be signed by the employee and that all backup documentation, including the OF-288, be part of the documents on file with the timesheet for any charges associated with personal services.

It is the responsibility of the timekeeper to track necessary signatures and supporting paperwork to provide accurate documentation in the case of an audit. This information is necessary to ensure allowable costs, and accurate calculations.

A checklist will be created to give to the timekeepers to ensure that all documents and signatures needed for backup have been received and/or signed by the employee, including OF288s and all other supporting documents for time charged.

If the necessary information is not received by the date timesheets are due, the administrative staff will follow up with an audit of the affected timesheet(s) and the employee will need to file an amended timesheet if the information is different than the original. The supervisor will verify the information when signing the employee timesheets.

All backup documentation will be kept in the timekeeper's files.

Cc: Fabienne Peter-Contesse, Director, DSS
Raquel Solomon-Gross, Deputy Director, DSS
Rachel Atkinson, Payroll Services Manager, DP&LR
Chris Maisch, State Forester/ Director
Tim Dabney, Deputy Director Forestry



MEMORANDUM
DEPARTMENT OF NATURAL RESOURCES

State of Alaska
FORESTRY STATE OFFICE

TO: DOF Staff

DATE: May 10, 2017

FROM: John "Chris" Maisch
Director and State Forester

FILE NO: 2167

TELEPHONE NO.: (907) 451-2666

SUBJECT: Fatigue Management Policy

The Management Team is instituting some changes to the Division of Forestry's (DOF) fatigue management policy. These changes will be incorporated into the Fire Program Policy and Procedure Manual 2140 and applies to all DOF personnel, including Emergency Fire Fighters (EFF) and other State agencies in which DOF issues personnel a Red Card.

There have been Management Action Requests (MARS) directed towards this issue along with two "near misses" due to driving incidents where employees were returning from assignments and fell asleep at the wheel. Fortunately, neither were seriously injured. One of my most important duties as State Forester is to ensure a safe workplace with appropriate measures to manage risk and fatigue, especially during the wildland fire season. To this end, the Division has had a long-standing policy that embraces a 2:1 work-rest ratio and a mandatory day off policy of 1 in 21. Last year there were several incidents of employees breaking our current policy, sometimes by several days.

It is each employees' personal responsibility to adhere to this policy and the employee's chain of command is charged with oversight for compliance. The standard progressive discipline process will be utilized for employees that break this policy. I sincerely hope these measures will not be needed, but I want to make it clear, there will be consequences for not adhering to this policy.

During periods of non-routine or on station activity, employees will have a minimum of 1 day off within a 21-day period. This requirement should rarely be needed if scheduled or non-scheduled days off are given during periods of routine activity. It should not be our goal as wildland firefighters to work extended shifts, for 20 days straight for the entire season. This past practice may have reduced individual and our collective organizational performance.

Managers should consider the following guidance for use in managing fatigue:

- During the early part of the fire season and during low fire danger periods, start shift times later in the day to avoid unnecessarily long duty days.
- Early in the season, use flexible work schedules during the work week to cover training on weekends. For example, if an employee is teaching a fire line refresher class on Saturday and Sunday, schedule the work week Wednesday to Sunday with RDOs on Monday and Tuesday or any other combination that meets bargaining unit requirements
- Schedule days off during low fire danger periods even if the employee is not approaching the mandatory days off per our policy. This has the added benefit of increasing availability once fire danger increases.
- Keep an eye on each other and if its clear someone needs a break, schedule a day or two off.
- Aircraft pilots must abide by Federal Aviation Administration (FAA) guidelines that are more restrictive than the DOF's fatigue management policy.
- On travel days' employees, should be at home or in a hotel for the night by 2200.
- Drivers are limited to 10 hours/day in a 16-hour shift.

Fire Assignments:

As we implement this policy, it is recognized there are some challenges to meeting these expectations for L-48 assignments and for in-state resource order assignments due to the expectation from the ordering entity that a standard assignment is 14 days, with the potential for a 7-day extension should the situation merit. Employees may still use the 24-hour break in work option to reset your days off, before departing on your assignment. The 24-hour break in work option can only be used to reset your days off before departing on a new resource order assignment. It may not be used during an assignment or at any other time to meet the days off policy. In addition, if an employee is working a normal work week and has not worked overtime or banked flex time hours under a flex time agreement, there will be no need to reset his/her work-rest period before departing on assignment. If an employee is working a normal work week, it is expected that he/she is well rested.

For assignments, outside of Alaska, travel days will not count toward our days off policy. This is a change from our current practice, but it is recognized it typically takes a day of travel each way, so please study the examples in our Policy and Procedure Manual (PPM) and in this memo to ensure employees understand how the policy works for a 14, 21, or 30-day assignment outside of Alaska. The first shift at an assignment, including staging and preposition periods, will start the clock for calculating days toward our work-rest policy. A day off may not include standby pay. Your days off may be at your home unit or you can rest in place if the ordering unit requests this to occur.

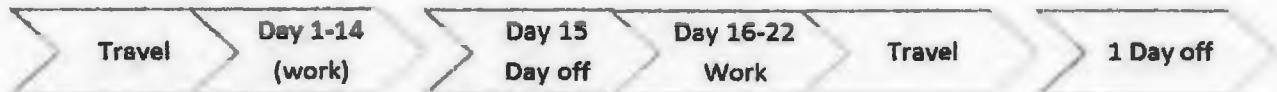
If there are questions about the policy and how it will be implemented and managed, please discuss with your supervisor or peers that are more experienced with this topic. In the end, it's each employee's personal responsibility to understand and follow the policy.

Assignment Timeframes:

An assignment begins at check-in (day 1) at the requesting unit or reporting location and ends on the last day worked exclusive of travel.



14-Day Assignment exclusive of travel: 1 day off upon return



21-Day Assignment exclusive of travel: 1 day off at 15 and 1 day off upon return.



21-Day Assignment exclusive of travel: 2 days off upon return.



30-Day Assignment exclusive of travel: 2 days off at 22-23 and 2 days off upon return.



MEMORANDUM
Department of Natural Resources

STATE OF ALASKA
Support Services Division
Human Resources Section

TO: Administrative Managers
Administrative Assistants

DATE: 2 February 2000

PHONE: 465-2463

FROM: Lee Powelson *[Signature]*
Human Resources Manager

SUBJECT: Call Back – Contiguous Hours

In response to a recent inquiry, the following is provided to assist you in correctly paying LTC employees when called back to work immediately prior to the employee's regular hours of work.

Section 14.03 – Call Back, establishes the basic rule for compensating an employee who is directed to return to work after completing their scheduled work. For most scenarios, the contract language is clear; however, in the following situation the practice of the parties needs clarification.

When an employee is directed to return to work *AND* the employee works continuously to the start of the regular work schedule, the employee is entitled to call back pay at the rate of time and one-half for hours actually worked prior to the start of the employee's regular shift.

Here's an example:

The employee is regularly scheduled to work from 7:00 AM to 3:00 PM with a one-half hour lunch break. Due to heavy snow (which the weather service didn't predict so the extra hours were not scheduled in advance) the employee is called back to work early. The employee reports to work at 5:30 AM to clear the parking lot and sidewalks. The employee works until 7:00 AM, then completes the regular shift.

The employee is paid as follows:

5:30 AM – 7:00 AM
7:00 AM – 3:00 PM

1.5 hours at the rate of time and one-half (code 244)
7.5 hours at the straight-time rate (code 100)

Since the employee receives at least four hours of work this day, the contractual requirement of "a minimum of four (4) hours pay at the appropriate overtime rate" is met. The appropriate pay rate for work between 5:30 and 7:00 AM is the time and one-half rate. The appropriate pay rate for work between 7:00 AM and 3:00 PM is the straight-time rate.

If you have any questions about this, please call the payroll section.