

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE ARMY  
U.S. ARMY GARRISON  
FORT GREELY, ALASKA

and

LOCAL 1949, AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES,  
AFL-CIO

Case No. 06 FSIP 100

**DECISION AND ORDER**

The Department of the Army (DA), U.S. Army Garrison, Fort Greely, Alaska (Employer), filed a request for assistance with the Federal Service Impasses Panel (Panel) under the Federal Employees Flexible and Compressed Work Schedules Act of 1982 (Act), 5 U.S.C. § 6120 *et seq.*, to resolve an impasse arising from its decision to terminate the 7/12 compressed work schedule (CWS)<sup>1/</sup> of 22 police officers represented by Local 1949, American Federation of Government Employees, AFL-CIO (Union).

After investigation of the request for assistance, the Panel found that the Employer had not met the statutory requirements for cases under the Act.<sup>2/</sup> Accordingly, the Panel

---

1/ The CWS was established on March 15, 2003, and currently consists of seven 12-hour workdays per 2-week pay period, for a total of 84 hours, including 4 hours of overtime per pay period per police officer. Shifts are split between the day shift (6 a.m. to 6:30 p.m.) and the night shift (6 p.m. to 6:30 a.m.), with a 30-minute meal period at approximately mid-shift. Coverage is provided by four teams of employees who work 3 days on, 4 days off, 4 days on, and 3 days off. Coverage is required 24 hours a day, 7 days per week.

2/ 5 U.S.C. § 6130(a)(2) of the Act states:

asserted jurisdiction of the parties' impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, and determined that the dispute should be resolved through an informal conference with Panel Chairman Becky Norton Dunlop. The parties were advised that if no settlement were reached during the informal conference, Chairman Dunlop would report to the Panel on the status of the dispute, including the parties' final positions and her recommendations for resolving the impasse. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the impasse, which could include the issuance of a *Decision and Order*.

Pursuant to the Panel's determination, Chairman Dunlop met with the parties on August 30, 2006, at Fort Greely, Alaska, but a voluntary settlement was not reached. The Panel has now considered the entire record, including the parties' pre-conference submissions.

#### **BACKGROUND**

The Employer provides administrative and facility maintenance support to the U.S. Army Space and Missile Defense Command (USASMDC). USASMDC took operational control of the installation in 2002 after the Base Realignment and Closure (BRAC) Commission identified Fort Greely for closure in 1995. The Union represents approximately 125 employees who work in such positions as firefighter, power plant operator, electrician, and police officer, in both General Schedule and Wage Grade classifications. The parties' collective bargaining agreement (CBA) remains in effect until June 6, 2009.

---

Employees within a unit represented by an exclusive representative shall not be included within any program under this subchapter **except to the extent expressly provided under a collective bargaining agreement** between the agency and the exclusive representative.  
[Emphasis added.]

The 7/12 CWS of the affected employees was not established through negotiations with the Union, as required under the Act.

### ISSUE AT IMPASSE

The parties essentially disagree over whether the 7/12 CWS should be terminated and replaced by an standard 8-hour work schedule.

### POSITIONS OF THE PARTIES

#### 1. The Employer's Position

The Employer proposes that all police officers work 8 hours per day using three shifts to cover the 24-hour period. The day shift schedule would be from 8 a.m. to 4:30 p.m., the swing shift from 4 p.m. to 12:30 a.m., and the "mid" shift schedule from 12 a.m. to 8:30 a.m.; each shift would have a 30-minute unencumbered lunch period approximately mid-shift. Lunch periods would be rotated between shift personnel to maintain continuous law enforcement coverage. Each employee would work five 8-hour shifts in a row and have two consecutive days off each week, for a total of 80 hours per 2-week pay period.

Its proposal eliminates the current 4 hours of scheduled overtime for each police officer and shift supervisor, which amounts to "a savings of almost \$90,000 per year." In addition, moving to 8-hour workdays would reduce shift-coverage overtime by one-third when an employee is on leave. For the 2005 leave year, this would have amounted to a savings of 1,406 hours of overtime. Eight-hour shifts also increase the pool of police officers who could be called upon to work unscheduled overtime. In this regard, a standard work schedule would eliminate situations where employees are unavailable for shift-coverage overtime because it would cause them to work continuously for 24 hours. As a result, there would be a reduced risk of failing to meet manning requirements, even though "there is not a specific manning requirement number." Moreover, since its proposal only requires three work teams, and each work team must include a GS-9 shift supervisor and a GS-8 team leader, it has the further advantage of rendering these additional positions unnecessary.

Under the Union's proposal, the current practice of requiring employees to work 4 hours of overtime per pay period would cease, but "it does not improve and will likely even increase the amount of shift-coverage overtime" because it still includes 12-hour shifts. The proposal also does nothing to address "those periods when employees from only one team would be available for shift-coverage overtime," and would not

eliminate the need for more than three shift supervisor positions and more than three team leader positions.

## 2. The Union's Position

The Union proposes, essentially, that the 7/12 CWS be replaced by a 6/12 CWS where employees would work six 12-hour days and one 8-hour day, for a total of 80 hours in a 2-week pay period. Employees would continue to work 3 days on, 4 days off, 4 days on, 3 days off. This schedule meets the Employer's interests by eliminating the 4 hours of overtime per pay period that each employee on the 7/12 CWS currently receives. It does so while maintaining the days-on/days-off portion of the schedule that, along with the promise of built-in overtime, was used by management "during job interviews . . . to recruit personnel to come to Fort Greely."<sup>3/</sup> Additionally, its proposal would provide "a morale boost to the employees that is long overdue and greatly needed."

In contrast, the Employer's proposal would reduce the amount of time employees could be with their families, and make it impossible for some of them to receive Sunday premium pay. As to the overtime costs allegedly incurred under the current CWS during 2005, the Union believes the figures management presented include the entire police department and not just the unit employees that its proposed change would affect. Moreover, in 2005 the funding for these positions came from USASMDC, which was "giving out money like candy" to provide training to employees outside their normal duty hours. Since funding now is provided by the Installation Management Agency, "where budget cuts for the war on terrorism" have adversely affected the amount received for overall operations, including payroll, a comparison with figures from 2006 for the same time frame "will show a drop (for training) in payroll." Finally, the Employer's contention that 12-hour shifts prohibit the use of police officers for additional overtime also "is in error." Even though management has stated that "there are no minimum staffing requirements," having four teams means that there are always at least 10 police officers to call on for shift-coverage overtime if needed.

---

<sup>3/</sup> In this regard, the Union provides 10 statements by current police officers that, to varying degrees, express reservations as to whether they would have accepted job offers if not for the current CWS, and whether they will continue employment if management's proposed change is implemented.

### CONCLUSIONS

Having carefully considered the evidence and arguments presented by the parties in support of their positions on this issue, we conclude that the Employer's proposed schedule should apply only to new employees hired into the police force after the date of this decision, and that police officers on the current CWS should be permitted to work under the Union's proposed schedule. In our view, this represents a fair balancing of the equities in the unique circumstances of this case. By adopting the Union's proposal for those employees who currently are on the 7/12 CWS, the Employer will no longer be required to pay the built-in overtime cost of 4 hours per employee per pay period. The record establishes, however, that the on-days/off-days portion of the 7/12 CWS was a key factor in the decision of a number of current police officers to accept offers of employment. Insofar as the Union's proposal preserves this feature of the current CWS, we are persuaded that its adoption is justified, particularly in the absence of evidence that it would increase costs substantially or negatively impact **the Employer's** ability to find enough employees to work shift-coverage overtime.<sup>4/</sup> Accordingly, we shall order the adoption of wording consistent with the foregoing rationale to resolve the parties' impasse.

### ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel, under 5 C.F.R. § 2711(a) of its regulations, hereby orders the following:

---

<sup>4/</sup> If, after a suitable time period, the Employer compiles evidence that the Union's schedule is causing an adverse agency impact, it can attempt to terminate the CWS under the criteria specified in the Act.

The Employer's proposed work schedule shall apply to employees hired by the police department after the date of this decision. Unit employees currently on the 7/12 CWS shall be permitted to work under the Union's proposed work schedule.

By direction of the Panel.

H. Joseph Schimansky  
Executive Director

December 22, 2006  
Washington, D.C.