

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT AGENCY
FORT GREELY, ALASKA

and

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

Case No. 08 FSIP 89

DECISION AND ORDER

The Department of the Army, Installation Management Agency, Fort Greely, Alaska (Employer or Agency) and Local 1949, American Federation of Government Employees, AFL-CIO (Union) jointly filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider an impasse under the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119.

After an investigation of the request for assistance, which concerns the Employer's proposal to change the shift rotation period for its police officers, the Panel determined that the issue should be resolved through an informal conference by telephone with Panel Member Richard B. Ainsworth. The parties were informed that, if a complete settlement of the dispute were not reached during the teleconference, Member Ainsworth would notify the Panel of the status of the dispute. His notification would include the final offers of the parties and his recommendations to the Panel for resolving the issue. After considering this information, the Panel would take whatever action it deemed appropriate to resolve the impasse, which could include the issuance of a binding decision. Pursuant to the Panel's determination, Member Ainsworth conducted a teleconference with the parties on November 17, 2008, 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.

There currently are 24 police officers represented by the Union. They work 6 12-hour days and 1 8-hour day, for a total of 80 hours in a 2-week pay period. Police officers are on duty for 3 days, off duty for 4 days, on duty again for 4 days, and off duty for the final 3 days of the 2-week pay period. The day shift is from 6 a.m. to 6:30 p.m. and the night shift is from 6 p.m. to 6:30 a.m., with a 30-minute meal period at approximately mid-shift. Police officers rotate between the day and night shifts every two pay periods.

ISSUE AT IMPASSE

The parties disagree over whether the current shift rotation period should be changed from every 2 pay periods to every 17 pay periods.

POSITIONS OF THE PARTIES

1. The Employer's Position

The Employer proposes the following wording: "The rotation of the civilian [p]olice [o]fficers on day shift to night shift or of the civilian [p]olice [o]fficers on night shift to day shift will occur every 17 pay periods (8 months)." In support of its proposal, the Employer contends that a 17 pay-period rotation schedule would permit employees to complete more special projects/assignments without interruption. In this regard, assignments that take longer than 28 days to complete must either be reassigned to another police officer who is unfamiliar with the project or completed by a supervisor. The adoption of a 17 pay-period rotation also would align the schedules of supervisors with the police officers they supervise

for the entire rating period,^{1/} ensuring continuity of supervision and making it easier to provide fair, consistent performance ratings to employees.

Contrary to the Union's claims, its proposal is not the reason that some police officers recently have left the force. Employee turnover rates have been the same over time and its proposed change in the rotation period is only one factor among many for why police officers seek other employment opportunities. Nor would its adoption have the adverse consequences on morale that the Union asserts. In this regard, unusual shift rotation periods are part of the police officer culture. They already must make physiological/psychological adjustments frequently because of their on-again/off-again schedules during each pay period, so a switch to a 17 pay-period rotation between day and night shifts would cause little, if any, additional disruption to their personal lives.

2. The Union's Position

The Union prefers that the shift rotation period "remain *status quo* but will concede to a 56-day cycle or 4 pay periods for a rotation from days to nights." It opposes the Employer's proposed change for a variety of reasons. Among other things, a 17-pay period rotation would have an adverse effect on police officers' morale primarily by creating longer periods where those on the night shift would be unable to spend time with their families during daytime hours. It would deny day-shift employees night differential premium pay for 17 consecutive pay periods. There also would be a loss of communication regarding the daily occurrences in the Department for police officers working the night shift for 8 months in a row, and day-shift officers would get an unfair advantage regarding job performance as their accomplishments would be more visible. In addition, the Union questions the gains in efficiency the Employer claims would result from its proposal, and its contention that the current practice limits its ability to assign police officers to special projects. In this regard, the Employer has only cited two instances where the current shift-rotation period has prevented special projects from being completed, each of which could have been dealt with by extending the shift for the

^{1/} At the time of the teleconference, supervisors' rotation periods were once per year. The Employer states that it would change supervisors' rotation periods to every 17 pay periods to align fully with the police officers they supervise if the Panel adopts its proposal.

specific police officers involved rather than disrupting the entire system.

CONCLUSIONS

Having carefully considered the evidence and arguments presented by the parties in support of their positions on this issue, we shall order the adoption of a four pay-period rotation cycle to resolve the impasse. The Employer has not demonstrated that the benefits of a 17 pay-period rotation cycle outweigh the adverse impact such a change would have on police officers' ability to balance work and family issues. Nor are we persuaded that the small number of special projects it has identified as problematic could not have been handled on a case-by-case basis. A four pay-period rotation cycle appears to be a reasonable alternative for meeting the interests of both parties.

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. § 2471.11(a) of its regulations, hereby orders the following:

The rotation of the civilian police officers on day shift to night shift or of the civilian police officers on night shift to day shift shall occur every 4 pay periods (56 days).

By direction of the Panel.

H. Joseph Schimansky
Executive Director

December 22, 2008
Washington, D.C.