

COMMITTEE REPORT

SENATE

4/10/81

FURTHER: None

Date: April 16, 1981

Mr. President:


The Committee on FINANCE has had HB 296

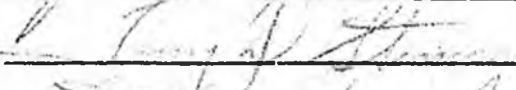
making a supplemental appropriation to the Dept. of Public Safety


under consideration and (a majority of the committee) (the committee) reports it back with the following recommendations:

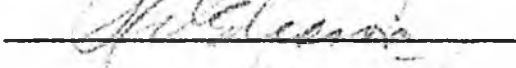
- do pass
 do not pass
 do pass with attached amendments(s)
 same title
 replace with CS for _____ new title
 and recommends _____
 AND attaches a "Letter of Intent" New Fiscal Note
 reports it back without recommendation
 referred to the _____ Committee

MEMBERS SIGNING
DO PASS




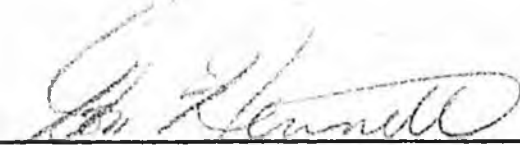






MEMBERS HAVING
OTHER RECOMMENDATIONS:





 Dan Sedwick CHAIRMAN

Funding Information

General Fund \$3,416,500
Other Funds -0-
\$3,416,500

Introduced: 3/9/81
Referred: State Affairs and
Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

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HOUSE BILL NO. 296

IN THE LEGISLATURE OF THE STATE OF ALASKA
TWELFTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act making a supplemental appropriation to the
Department of Public Safety; and providing for an
effective date."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

* Section 1. The sum of \$3,416,500 is appropriated from the general fund
to the Department of Public Safety to pay the FY 80 and FY 81 costs of the
Public Safety Employees Association contract.

* Sec. 2. The unexpended and unobligated part of the appropriation made
in this Act lapses into the general fund June 30, 1981.

* Sec. 3. This Act takes effect immediately in accordance with AS 01.10.-
070(c).

March 9, 1981

The Honorable Jim Duncan
Speaker of the House
Alaska State Legislature
Pouch V
Juneau, AK 99811

Dear Mr. Speaker:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill which would make a supplemental appropriation to the Department of Public Safety.

~~The bill would appropriate money to the Department of Public Safety to pay the FY 80 and FY 81 costs of the Public Safety Employees Association (PSEA) contract. The FY 80 costs are for a salary increase retroactive to January 1, 1980. An additional salary increase became effective January 1, 1981. Benefit increases also account for part of the amount requested. These amounts are being requested as a consequence of the arbitrator's award in resolving disputes involved in negotiating the contract with PSEA.~~

Sincerely,

S/JS/H

Jay S. Hammond
Governor

PSEA CONTRACT COSTS - FY 81

Calculation of the salary increase portion of the contract is based on the current annual salaries as shown in the FY 82 operating budget (APBR's and forms 11A), corrected for changes in the number of positions for FY 80 and RP positions. Benefits are calculated for both FY 80 and FY 81 at the rate of 17.91% (shown in our FY 82 request for FY 81), since payments will be made during FY 81.

	FY 80 1/1-6/30/80	FY 81 7/1-12/31/80	FY 81 1/1-6/30/81
A. 1. Regular salary increase -- 10.1% of (.5 x current annual salaries). 8.8% additional increase for 1981.	591.0	597.0	1234.8
2. Overtime -- 10.1% of (.5 x budgeted overtime). 8.8% additional increase for 1981.	102.3	87.8	172.6
3. Shift differential and other costs (hazardous duty, leave cash-in, etc) -- 10.1% of (.5 x budgeted costs). 8.8% additional increase for 1981.	14.0	14.1	27.2
Subtotal	707.3	698.9	1434.6
Benefits at 17.91%	126.7	125.2	256.9
Subtotal	834.0	824.1	1691.5
Less 3% vacancy	x .97	x .97	x .97
Subtotal, Personal Services	809.0	799.4	1640.8
4. Officer-In-Charge provision (Based on leave usage during 1980)	.7	1.3	.8
5. Double time provisions (calculated by Labor Relations)	6.6	6.6	6.6
6. Health Insurance increase		5.3	6.3
Total Personal Services	816.3	812.6	1654.5
B. 7. Moving allowance increase	1.5	1.5	1.5
8. Meal allowance increase	3.5	3.5	3.5
Total Travel Increase	5.0	5.0	5.0

PSEA Contract Costs - FY 81 - continued

Contractual Services				
C.	9. Cleaning allowance increase (per Budget and Management)	25.2	25.2	25.2
		<u> </u>	<u> </u>	<u> </u>
	Totals	846.5	842.8	1684.7

Total for FY 80	\$846.5
Total for FY 81	2527.5

Sub-Total	<u>\$3,374.0</u>
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Housing	<u>42.5</u>
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Grand Total	\$3,416.5
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(b) In the event that vacancies cannot be filled from written transfer requests on file, the Department will solicit qualified volunteers before filling the vacancy by direct assignment.

(c) When the most senior member's transfer request on file at division and department headquarters is not honored in the filling of a vacancy, that member who requests it shall be advised in writing of the reasons why his request was not granted.

(d) The best interest of the Department may necessitate the involuntary transfer of a member. Involuntary transfer of a member who has served with the Department in those positions covered by the bargaining unit in excess of five (5) years will not be normal practice, except in special job requirements or extenuating circumstances. Recruit members on probationary status are subject to involuntary transfer without regard to this paragraph.

(e) Members will be given sixty (60) days notice prior to transfer, except when circumstances beyond the control of the Department prevent this notice. Upon the request of the member, he shall be granted five (5) working days administrative leave, and up to an additional five (5) working days at the discretion of the detachment/bureau commander, to effectuate the move involved in any transfer, whether voluntary or involuntary. Such requests will not be unreasonably withheld by the detachment/bureau commander.

(f) The State shall continue to effect transfers arising out of special and extenuating circumstances of a personal nature consistent with its transfer policy. Nothing in this Article shall be construed to require the Employer to divulge the nature of circumstances that are confidential to any member unless the member provides written consent allowing such disclosure.

(g) Members who present a disciplinary problem will not be transferred as a disciplinary measure. The matter will be resolved at the point of origin.

(h) In the case of involuntary transfer, and prior to assignment, the member at his/her request may be given a trip to the new location for up to three (3) days.

ARTICLE 13

EMPLOYEE HOUSING

This Article entered subject to a payroll deduction authorization for the amount of rent. The parties agree that the following shall be the rental structure plan for bargaining unit members living in the State-owned or -controlled housing. Such rates shall become effective September 1, 1980. The rental and utility rates shall be increased 8% effective January 1, 1981, and shall be further increased another 8% effective January 1, 1982. Any member of this bargaining unit designated by the Commissioner of Administration as being required to live in State-owned housing shall have their rent reduced 25% as of the effective date of this agreement but total deductions cannot exceed 50%.

Gen. Gov + HB296
294

TO: Art Peterson
Assistant Attorney General
Department of Law

DATE: March 2, 1981

FILE NO:

TELEPHONE NO:

FROM: Ronald D. Lehr, Director
Division of Budget and Management
Office of the Governor

SUBJECT: Category: General Government
Department of Public Safety
Suppl. Request: \$3,416,500 GF

Please prepare a bill for the Governor's introduction making a supplemental appropriation in the amount of \$3,416,500 to the Department of Public Safety to provide the funding for the FY 80 and FY 81 costs of the required salary increases for the Public Safety Employees Association (PSEA).

The amounts requested are in accordance with the ruling of an arbitrator regarding PSEA wages. This ruling was issued on July 7, 1980, and the signed contract is based on that ruling.

The funds should be appropriated to the Department of Public Safety, as all PSEA members are in that department. The FY 82 costs of this salary increase will be requested by a budget amendment submitted later in the legislative session.

The contract calls for a salary increase of 10.1% effective January 1, 1980, and a salary increase based on the increase in the Anchorage cost of living index effective January 1, 1981, which was 8.8%. Increases in benefits also account for additional costs to the State. The attached worksheet (prepared by Public Safety) details the calculations used to arrive at the amount requested.

This \$3,416,500 should be appropriated from the General Fund.

This act should take effect immediately and include a lapse date of June 30, 1981.

In the preparation of the draft transmittal letter, please contact Will Condon for suggested language related to how close the agreement was to the President's wage increase guidelines in effect at the time.

For additional information please contact Jeff Morrison, 465-3587, at Budget and Management.

cc: Sandy Withers
Walt Lawson

Attachment

Public Safety Employees Association

P.O. Box 4-2624

Anchorage, Ak 99509

(907) 276-6464

March 12, 1981

*Book up
not down*

HB 296

Pouch V
Juneau, AK 99811

Dear Representative:

The Public Safety Employees Association (PSEA) represents Alaska State Troopers, Fish & Wildlife Protection Officers, State Marshalls and Building Security Officers for collective bargaining purposes with the State of Alaska. Our total membership is approximately 330.

The current contract between the State and PSEA covers the period January 1, 1980 through December 31, 1981. This contract was signed in mid-1980 after protracted negotiation and binding arbitration.

Under the terms of the Collective Bargaining Act, which gives us the right to bargain with the State of Alaska, the employees covered by our bargaining unit may not strike and rightly so. Instead, the Act gives us a right to binding arbitration should contract negotiations reach impasse. Historically we have negotiated three contracts with the State and have had to go to binding arbitration on two of those contracts due to the State's inability or unwillingness to bargain in good faith. In the area of wages, at both arbitrations, the arbitrator saw fit to grant pay increases in line with those sought by the Association.

In the most recent contract, the State refused to negotiate in good faith on wages, offering the unit considerably less than it settled for with other bargaining units, and turning down an Association offer which in terms of real cost to the taxpayer was over 3% less than that eventually awarded by the arbitrator. In any case, due to the State's lack of good faith, our contract was not settled until well after the end of the 1980 legislature. In effect this meant the pay to which we were entitled was not forthcoming until sometime after the legislature convened in 1981.

March 12, 1981

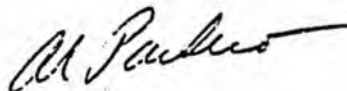
Page two

As of this date, primarily due to the ineptness of the Department of Administration, lack of good labor relations, no bill has yet been introduced in the legislature to pay us money which we are due and owing for the past 14 months. In effect, we are making an interest free loan to the State on an on-going basis for the amount we are owed. To add insult to injury, some of our members who reside in State owned housing in remote areas of the State are paying increased rents which are prescribed by the same contract! In other words, the State shall get theirs, but we can jolly well wait for what we are rightfully entitled to.

Please note that although the Department of Administration maintains they are unable to budget our pay increase until the 1980 Consumer Price Index was published, this is misleading to say the least. While it is true that the 1981 increase was contingent upon the 1980 CPI, the 1980 increase was mandated at 10.1% by the arbitrator in 1980!

The question then becomes what prevented the accurate budgeting of the 1980 increase which is now 14 months overdue?

Sincerely,



Al Pacheco, President
Public Safety Employees Association

P. S. It is my understanding that as of March 9th HB 296 was presented to the legislature. I do not know the status of this bill at this point in time.

March 9, 1981

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Alaska State Legislature
Pouch V
Juneau, AK 99811

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S/JS/1

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Governor

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Public Safety Employees Association

P.O. Box 4-2624
Anchorage, Ak 99509
(907) 276-6464

March 12, 1981

*Book up
not done*

AB 296

Pouch V
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