

**HB**

**510**

**HFIN**

**FILE**

# HOUSE COMMITTEE REPORT

(11)

Date Referred: February 18, 1994

FURTHER REFERRALS:

Date of Committee Action: 4/11/94

The FINANCE Committee considered:

HB 510

HOUSE BILL NO. 510

APPROP: U OF AK. LABOR AGREEMENT

"An Act making appropriations to satisfy the agreed-upon monetary terms of a collective bargaining agreement for certain employees of the University of Alaska; and providing for an effective date."

- RECOMMENDATIONS:  the same title  
 be replaced with \_\_\_\_\_  a new title  
 have attached amendments(s)  
 do pass  
 do not pass  
 no recommendations  
 individual recommendations  
 additional referral to the \_\_\_\_\_ Committee

ADOPTS: \_\_\_\_\_ letter of Intent

ATTACHES NEW FISCAL NOTE(s): \_\_\_\_\_ (Dept)

APPROVES PREVIOUS: \_\_\_\_\_ (Dept/Date)

fiscal impact \_\_\_\_\_

fiscal note(s) \_\_\_\_\_

zero fiscal note \_\_\_\_\_

zero fiscal note(s) \_\_\_\_\_

SIGNING DO PASS	DP	OTHER RECOMMENDATIONS	DNP	NR	AM
<i>EP Maclean</i> <span style="float: right; font-size: small;">Maclean</span>	✓				
<i>Ronald J. Zan</i> <span style="float: right; font-size: small;">Zan</span>	X				
<i>Larry Martin</i> <span style="float: right; font-size: small;">Martin</span>	✓	<i>Mark Hanley</i> <span style="float: right; font-size: small;">Hanley</span>		X	
<i>Ben Grussendorf</i> <span style="float: right; font-size: small;">Grussendorf</span>	X	<i>Sean Parnell</i> <span style="float: right; font-size: small;">Parnell</span>		X	
<i>Tim Brown</i> <span style="float: right; font-size: small;">Brown</span>	✓				

CHAIRMAN'S SIGNATURE

**HOUSE BILL NO. 510**

**IN THE LEGISLATURE OF THE STATE OF ALASKA**

**EIGHTEENTH LEGISLATURE - SECOND SESSION**

**BY THE HOUSE RULES COMMITTEE BY REQUEST OF THE GOVERNOR**

Introduced: 2/18/94

Referred: Finance

Funding Information:	General Fund	\$433,500
	Other Funds	<u>327,000</u>
		\$760,500

**A BILL**

**FOR AN ACT ENTITLED**

1 "An Act making appropriations to satisfy the agreed-upon monetary terms of a  
 2 collective bargaining agreement for certain employees of the University of Alaska;  
 3 and providing for an effective date."

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

5 \* Section 1. The sum of \$253,500 is appropriated to the University of Alaska for a three  
 6 percent salary adjustment to satisfy the monetary terms of the collective bargaining agreement  
 7 entered into with the Alaska Community College Federation of Teachers bargaining unit for  
 8 the period January 1, 1994, through June 30, 1994, from the following sources:

9	SOURCE	AMOUNT
10	Federal receipts	\$ 8,000
11	General fund	144,100
12	General fund/mental health trust	400
13	Student tuition/fees/services	83,600
14	Indirect cost recovery	300

1 University receipts 17,100

2 \* Sec. 2. The sum of \$507,000 is appropriated to the University of Alaska for a three  
3 percent salary adjustment to satisfy the monetary terms of the collective bargaining agreement  
4 entered into with the Alaska Community College Federation of Teachers bargaining unit for  
5 the fiscal year ending June 30, 1995, from the following sources:

6	SOURCE	AMOUNT
7	Federal receipts	\$ 16,000
8	General fund	288,200
9	General fund/mental health trust	800
10	Student tuition/fees/services	167,000
11	Indirect cost recovery	800
12	University receipts	34,200

13 \* Sec. 3. The unexpended and unobligated balance of the appropriation made by sec. 1 of  
14 this Act lapses into the funds from which it was appropriated, June 30, 1994.

15 \* Sec. 4. The unexpended and unobligated balance of the appropriation made by sec. 2 of  
16 this Act lapses into the funds from which it was appropriated, June 30, 1995.

17 \* Sec. 5. This Act takes effect immediately under AS 01.10.070(c).

To: Alaska House Finance Committee  
From: Eric Leegard, UAS-ACCFT Campus Representative  
3/8/94

My Background:

1. Teaching faculty at UA for 15 1/2 years
2. Member of ACCFT (Alaska Community College Federation of Teachers) for all that time and
3. ACCFT Campus Representative for probably 10 years.  
Previously sharing those duties with Art Peterson, Mike McComas, and Dick Hand for the first five years.
4. I was hired as an instructor at JDCC, lived through the various reorganizations: UAJ, with and without the comma, was campus representative for the years the University wouldn't recognize us.
5. I consider the ACCFT the only statewide professional organization that University instructors have.

Called upon last night by Ralph McGrath, president of ACCFT to give a presentation in his absence.

Two Topics:

1. Equity:

We wish to have the same <sup>COMPENSATION</sup> ~~remuneration~~ as other University employees. Pardon the colloquialism, but it's a fine kettle of fish when ACCFT member are reduced from being leaders in working for better working conditions and wages to asking to be treated equally to those who only sit and wait for what the University has to hand out.

2. Contract Maintenance:

This 3% increase is not above and beyond any great monetary strides we have made over the last year. It's simply to try to stay abreast of rising costs. The University has seen the need for this increase for its employees and has given this amount to all but Bargaining Unit members. The University is obligated to request funding for equal treatment for those Bargaining Unit members. By contract they do not have to pay us the 3% they have given the others, they are only obligated to make the Legislative request. This is why many of you received visits from ACCFT members last month. It cost our ACCFT members between \$13-14,000 to fly to Juneau to lobby for items we feel important to us. Most of us feel good about spending our dues for this cause and are thankful for the opportunity to work for our 3%. The alternative is no increase, or to see our programs cut as internal funding shrinks the University from the inside.

Thank you for this opportunity to make the requests of the ACCFT members and all our Bargaining Unit Members known. Passing this bill will treat University teachers equally, and it is a negotiated contractual agreement between the University and the Alaska Community College Federation of Teachers.

Personal comments:

I would like to add the following for myself and my son's cat, who always wakes me at 4:00 am.

It seems pretty strange working from mid year to mid year. We started in August and are asking for a 3% increase from January, that's 4 1/2 months less than we've been working. I guess we're all hoping we'll be around those same 4 1/2 months next year to receive this years increase. We also assume that it will be added on an ongoing basis.

I would like to say a few words about pay raises and reality. Since the merger of the Community Colleges into the University system in 1986, there have been no promotions for any of the former Bargaining Unit Members, exceptions being for teachers on the Anchorage campus. In Kotzebue, Nome, Fairbanks, Juneau, Bethel, etc. The only promotions have been at the UAA. At least this is what everyone keeps saying. There is another exception, and that is myself, but I'm such an embarrassment, I get condolences rather than congratulations. I was 3 credits short of a lane change and salary increase in 1986. It took until 1992 to get a promotion and a 10% salary increase. So virtually no money has gone to off campus BUM salary increases for 6 years.

Presently under our new negotiated contract there is a special procedure for off campus promotion and tenure. 22 Members are going through the process. In Southeast, 4 are applying from Juneau and 2 from Ketchikan. Of the four from Juneau, two have not been endorsed by their supervisor and one ~~has~~ qualified. <sup>1 FROM SITKA</sup> The one endorsement is for tenure and he is not applying for promotion. If we at ACCFT are able to prevail and get promotion for the three people and the one in Ketchikan, it will be long overdue and of minimal expense to the University. <sup>ENDORSEMENT.</sup>

I could go on, in this conglomerate of a University trying to fulfill community needs, none of the Bargaining Unit Members have a "normal" situation. Most of us don't expect to be promoted for the rest of our careers. So our 3% increases are all we have until we can successfully negotiate a change in the system.



# federation of teachers

9533 providence, anchorage, alaska 99508-4670, (907) 562-2660

**alaska community colleges'**

american fed. of teachers, local 240A, america fed. of labor - congress of industrial organizations

House Finance Committee Members  
Alaska State Legislature  
State Capitol (MS3100)  
Juneau, Alaska 99801-1182  
FAX 465-2278

March 8, 1994

Dear House Finance Committee Members;

On behalf of the Alaska Community College's Federation of Teachers, AFT/APEA I request your support of House Bill No. 510 "An Act making appropriations to satisfy the agreed-upon monetary terms of a collective bargaining agreement for certain employees of the University of Alaska; and providing for an effective date."

This legislation would provide funding for a three percent salary adjustment negotiated under provisions of the Alaska Public Employee Relations Act for approximately 250 full time teachers, librarians and counselors who provide educational services at all statewide campuses of the University of Alaska. These faculty members are primarily responsible for the delivery of community college programs and courses including all vocational-technical programs, rural (extended) campuses, adult and continuing education offerings as well as distance delivery and 100-200 level academic transfer courses.

Funding of this legislation would provide the ACCFT teaching faculty with the same salary increase that has already been provided by the Board of Regents to all non-represented University employees.

Your support of this legislation would be a wonderful reflection of the long standing legislative commitment to community education, as evidenced in this the 41st anniversary of the Alaska Community College Act. On behalf of the statewide ACCFT members I thank you for your continued support.

Sincerely,

*Ralph*

Ralph J. McGrath, President  
ACCFT, AFT/APEA

anchorage  
bethe  
forbanks  
juneau/delgado  
kara/strawson  
ketchikan  
kodiak  
kotzebue  
norra  
point barrow  
seward  
valdez

**ARTICLE 7**

**University of Alaska/Alaska Community Colleges' Federation  
of Teachers, Local 2404 Collective Bargaining Agreement  
May 8, 1992**

**Salaries and Benefits**

**7.1 Salaries**

- A. Faculty Members shall be compensated in a manner consistent with the provisions of Regents Policy and University Regulation 04.05.01 - 03 in effect as of the date of this Agreement, except that any compensation increases shall be subject to legislative appropriation in accordance with the provisions of AS 23.40.215 and shall be requested separately from compensation increases requested for other employees of the University.
- B. The University agrees to request the same level of salary increase for Faculty Members as is requested of the Legislature for other University employees. If the University grants other University employees salary increases but does not receive an appropriation to fund salary increases for Faculty Members at the same level, the University agrees to submit to the Legislature at the beginning of the next regular session following the increase for University employees an amount necessary to permit Faculty Members to receive a salary increase of the same level received by University employees.

**SYNOPSIS**

**7.1 Salaries**

- A. Salaries for "Faculty Members," a term meaning bargaining unit members, is set by Regents Policies and University Regulations 04.05.01-03 as in effect May 8, 1992. This means a minimum three percent annual salary increase; however, application of this provision is subject to receipt of an appropriation to fund the increase.
- B. The University agrees to seek the same level of salary increase for bargaining unit members as for other University employees. If no appropriation is made to fund the bargaining unit increase, and the University grants an increase to other employees, the University agrees to make a request to the next regular legislative session for a supplemental appropriation to fund a bargaining unit salary increase.

**ARTICLE 12**  
**University of Alaska/Alaska Community Colleges' Federation**  
**of Teachers, Local 2404 Collective Bargaining Agreement**  
**May 8, 1992**

**Scope and Interpretation**

**12.5 Legislative Appropriation**

- A. No legislative appropriation requested by the University, with regard to funding this Agreement, shall be made without prior discussion with the Union pursuant to Article 11. The University shall give adequate notice to the Union of such requests as to provide reasonable response time from the Union. The University shall request and actively support full funding of this Agreement.
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**SYNOPSIS**

**12.5 Legislative Appropriation**

- A. The University agrees to discuss with the union its budget request to fund the Agreement prior to the submission of the request to the Legislature.
- B. Provisions of the Collective Bargaining Agreement which require legislative action for implementation become effective only after approval by the appropriate legislative body.

Ilson M. Elgee  
 Director Statewide Budget  
 227 4th Street  
 Juneau, Alaska 99801  
 Phone (907) 463-3086  
 FAX (907) 463-3164



University of  
 Statewide System of H

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Dept.		Phone #	
Fax #	2278	Fax #	

**RECEIVED**  
 NOV 15 1993

November 12, 1993

**BUDGET REVIEW**

Shelby Stastny, Director  
 Office of Management and Budget  
 Office of the Governor

Re: Proposed FY94 supplementals

Dear Shelby:

The University of Alaska requests consideration of the following shortfalls for supplemental appropriation for FY94:

1. The Board of Regents has authorized a 3% salary increase effective January 1, 1994. Members of the ACCFT bargaining unit are, under the terms of their contract with the University, entitled to the same increase- subject to appropriation. The amount necessary to cover this increase for FY94 is \$253.5 comprised of the following fund sources: \$144.1 GF; \$8.0 Fed.; \$.4 GF/MHT; \$83.6 Student fees; \$.3 indirect cost recovery; and \$17.1 University Receipts. Sec. 48

In addition, a similar appropriation is necessary to cover the cost of the increase in FY95. The amount needed is \$507.0 with the following fund source distribution: \$288.2 GF; \$16.0 Fed.; \$.8 GF/MHT; \$167.2 Student fees; \$.6 indirect cost recovery; and \$34.2 University Receipts.

2. AS 14.40.460-500 requires the University of Alaska to provide scholarships for free room to the top graduating student attending the University of Alaska from each Alaskan high school, for the first

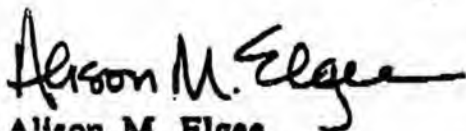
two years of University study. These scholarships represent a significant cost to the University of Alaska Fairbanks which provides the majority of the scholarships. The housing programs are funded using revenues generated by the program. The failure to receive revenue to compensate for the scholarship rooms jeopardizes the quality of the housing program offered. AS 14.40.500 states that revenue to the University is to be provided by the Department of Administration from appropriations made for that purpose. Without an appropriation, the University must absorb this cost.

A general fund supplemental of \$133,580 is requested for the Department of Administration to allow reimbursement to the University. The costs for FY94 are as follows:

University of Alaska Fairbanks (115 students est.)	\$128,780
University of Alaska Southeast (2 students)	\$ 4,800

3. The University of Alaska Fairbanks received \$300.0 Oil and Hazardous substance release response funds in FY94 for "Contaminated Site Assessment and Cleanup". These funds are being utilized to monitor and mitigate benzene contamination of the main well source for water on the University of Alaska Fairbanks campus. At this point, no supplemental need has been identified. However, the situation has the potential for cost overruns. We will keep you apprised of any additional need for funding.

Sincerely,

  
Alison M. Elgee