

1993-94

Monetary

Agreements

**SFIN**

**FILE**

5/9/94 Copies to  
Co-chairs 8:30pm



OFFICIAL BUSINESS

# Alaska State Legislature

## Senate

### Office of the Secretary

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832

May 9, 1994

#### MEMORANDUM

TO: Senator Frank, Co Chair  
Senator Pearce, Co Chair  
Finance Committee

FROM: Nancy Quinto *Nancy Quinto*  
Secretary of the Senate

SUBJECT: Collective Bargaining Agreements

Pursuant to AS 23.40.215(b), President Halford has referred the monetary terms of the collective bargaining agreement with the State of Alaska and the Public Safety Employees Association (PSEA) to your committee for review.

NQ/hc

Enclosures

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2406

May 9, 1994

RECEIVED

MAY 09 1994

Ans'd.....

The Honorable Rick Halford  
President of the Senate  
State Capitol  
Juneau, Alaska 99801-1182

Dear Mr. President:

Pursuant to Alaska Statute (AS) 23.40.215, I am submitting the monetary terms of the collective bargaining agreement between the State of Alaska and the Public Safety Employees Association(PSEA). This agreement replaces the interest arbitrator's award previously reported.

The enclosed letter of agreement between the State and PSEA includes all modified terms. Funding for these terms will be formally requested by the Office of Management and Budget.

Sincerely,



Nancy Bear Usera  
Commissioner

Enclosure

cc: Shelby Stastny  
Director  
Office of management and Budget

LETTER OF AGREEMENT  
between the  
STATE OF ALASKA  
and the  
PUBLIC SAFETY EMPLOYEES ASSOCIATION

RE: Modification of the Interest Arbitrator's  
Award Dated January 5, 1994

The parties hereby agree to modify the terms of the interest arbitration award rendered by Arbitrator James Litton on January 5, 1994, including all tentative agreements reached in the course of bargaining (hereinafter "the arbitrator's award") as follows:

### WAGES

1. Members in pay status on or after January 1, 1992 shall receive a lump sum payment equal to the difference between wages actually received in the period January 1, 1992 and June 30, 1994 and the amount which would have been received had the wage rates been increased by 3.6 % on January 1, 1992. The employer shall not be subject to penalty pay liability or other action under the Collective Bargaining Agreement for payment of lump sums for ninety (90) days following the passage of the appropriate funding Bills by the current session of the legislature.
2. Effective July 1, 1994, the 1991 salary schedule printed in the arbitrator's award at page 11 (unchanged except for the deletion of salary ranges 71 and 72 and containing the wage rates in effect on December 31, 1991) shall be increased by 3.6%.
3. All members shall retain their step placement and receive the full benefit of the July 1, 1994 3.6% increase.
4. All references to wage increases subsequent to or other than the 3.6% described above and to Health Trust payments except as provided in this Letter of Agreement are eliminated from the arbitrator's award.

### Health Insurance

1. The arbitrator's award on health insurance shall be modified by changing the effective date of increased contribution levels for both employer and member from July 1, 1994 to January 1, 1995.
2. The State will make a single, lump sum contribution to the PSEA Health Trust of \$500,000, on or before July 1, 1994, subject to legislative appropriation; and an additional \$250,000 lump sum payment on or before July 1, 1995.
3. Nothing contained in this letter of agreement shall be construed to affect the rights or claims of either party regarding the Letters of Agreement on the initiation and funding of the PSEA Health Trust.

### Legal Indemnification

The terms of the arbitrator's award regarding legal indemnification shall be deleted and replaced with the language on this subject contained in the 1990-91 collective bargaining agreement, except that a new paragraph shall be added between paragraphs three and four as follows:

If a member is charged criminally for acts committed by him or her in the course of or discharge of their duties and in the scope of their employment, the member shall be entitled to reimbursement of reasonable costs and attorney's fees if the member is acquitted or the charges dropped, providing that such charges do not result from the willful commission of wrongful acts or gross negligence of the member. Disputes involving entitlement of a member to reimbursement or the amount of costs and fees to be borne by the employer shall be submitted to the grievance arbitration procedure.

### Other Changes

All other arbitrated and/or negotiated changes to the agreement shall become effective on July 1, 1994.

### Duration

The duration of this agreement shall be January 1, 1992 through December 31, 1994. The parties agree to extend the agreement established by this letter for one year, to December 31, 1995.

The parties recognize that this agreement is subject to approval and appropriation pursuant to AS 23.40.215. The monetary terms contained herein shall be submitted to the legislature as a negotiated agreement and both parties bind themselves to support the necessary legislation. This letter of agreement shall be nullified if not approved and appropriated by the current legislative session.

### Authority

This agreement was reached with the approval of Robert M. Piazza, the business manager of PSEA. Mr. Piazza has full authority to represent PSEA and its membership in all contractual negotiations and to reach full and final agreement(s).

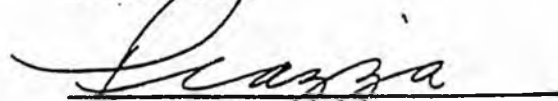
For the State Of Alaska



Nancy Bear Usera  
Commissioner  
Department of Administration

Date: 5/8/94

For the PSEA



Robert M. Piazza  
Business Manager  
PSEA

Date: May 8, 1994

*H-15-94  
Copies to  
Co-chairs*



OFFICIAL BUSINESS

# Alaska State Legislature

## Senate

### Office of the Secretary

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832

April 15, 1994

#### MEMORANDUM

TO: Senator Frank, Co Chair  
Senator Pearce, Co Chair  
Finance Committee

FROM: Nancy Quinto *NQ*  
Secretary of the Senate

SUBJECT: Collective Bargaining Agreements

Pursuant to AS 23.40.215(b), President Halford has referred the monetary terms of the collective bargaining agreement with the State of Alaska and the International Organization of the Masters, Mates and Pilots, representing licensed Masters, Mates and Pilots of the Alaska Marine Highway System to your committee for review.

NQ/hc

Enclosures

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

WALTER J. HICKEL, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

April 12, 1994

RECEIVED

APR 13 1994

Ans'd.....

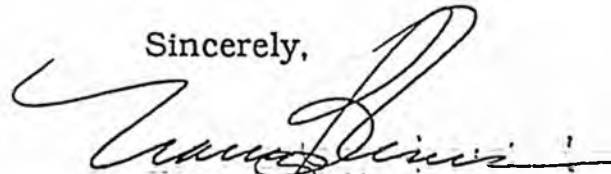
The Honorable Rick Halford  
President of the Senate  
State Capitol  
Juneau, Alaska 99801-1182

Dear Senator Halford:

Pursuant to Alaska Statute 23.40.215 (b), I have submitted the monetary terms of the collective bargaining agreement between the State of Alaska and the International Organization of the Masters, Mates and Pilots, representing licensed Masters, Mates and Pilots of the Alaska Marine Highway System.

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget.

Sincerely,



Nancy Bear Usera  
Commissioner

NBU/jmn  
Enclosure

MEMORANDUM

STATE OF ALASKA  
OFFICE OF THE COMMISSIONER  
DEPARTMENT OF ADMINISTRATION

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: April 11, 1994

From: Nancy Bear Usera  
Commissioner  
Department of Administration

Re: Monetary Terms of  
1994-95 MM&P Agreement

The State of Alaska has reached a tentative agreement with the International Organization of the Masters, Mates and Pilots, Pacific Maritime Region. The agreement has been ratified by the membership. By way of this memorandum, I am also notifying the legislature of the monetary terms as required by AS 23.40.215 (b).

**Monetary Terms**

Monetary terms of an agreement are defined in AS 23.40.250 (4) as changes that will require an appropriation for their implementation, that will result in a change in State revenues, or that will result in a change in productive work hours for State employees.

**1. Require Appropriation**

A. **Wages FY95:** Effective September 1, 1994, all Southeast employees shall be paid according to the wage schedule for the M/V Columbia. The wage schedule for the M/V Le Conte will be abolished. Watchstanding Deck Officers on the M/V Le Conte and M/V Aurora shall remain ineligible for non-watch pay.

Effective September 1, 1994, all Southeast employees living in Alaska shall be paid according to the Cost of Living Differential (COLD) schedule for the M/V Columbia. The COLD schedule for M/V Le Conte will be abolished.

B. **Maintenance and Cure FY95:** Effective July 1, 1994, the daily maintenance rate for injury or illness will be \$30.00. Currently, the daily rate for illness is \$22.50 and \$30.00 for injury.

C. **Uniform Allowance FY95:** Effective July 1, 1994, the annual uniform allowance will be increased to \$600. from \$400. Equal payments are received biannually in June and December.

D. **Health Insurance FY96:** With sixty days notice to the Employer, and subject to legislative funding, the Union may elect to participate in a Union provided health trust effective July 1, 1995. The state agrees to contribute \$400.00 per month per eligible employee. In the alternative, the Union may elect to remain on the Employer provided plan.

### **Conclusion**

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

*Copies to Co-chairs 4/8/94*



OFFICIAL BUSINESS

# Alaska State Legislature Senate

## Office of the Secretary

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832

April 8, 1994

### MEMORANDUM

TO: Senator Frank, Co Chair  
 Senator Pearce, Co Chair  
 Finance Committee

FROM: Nancy Quinto *NQ*  
 Secretary of the Senate

SUBJECT: Monetary Terms of Collective Bargaining Agreement

President Halford has referred the Department of Administration's monetary terms of the collective bargaining agreement between the State of Alaska and the Teachers Education Association of Mount Edgecumbe to your committee for review.

NQ/hv

Enclosures

# STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

## DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

April 1, 1994

RECEIVED

APR 05 1994

Ans'l.....

The Honorable Rick Halford  
President of the Senate  
Alaska State Senator  
State Capitol  
Juneau, Alaska 99801-1182

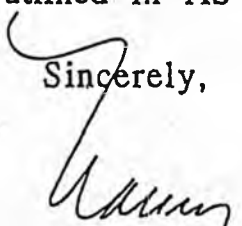
Dear Mr. President:

Pursuant to Alaska Statute (AS) 23.40.215, I am submitting the monetary terms of the collective bargaining agreement between the State of Alaska and the Teachers Education Association of Mount Edgecumbe (TEAME).

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget. The monetary terms of a collective bargaining agreement are subject to funding by appropriation by the legislature; if funding is not appropriated, the terms are considered disapproved and the parties to that agreement may resume negotiations or explore other options.

We respectfully request that the legislature advise the parties by concurrent resolution of its approval or disapproval of this submission within sixty (60) legislative days of receipt. This is in accordance with the procedure outlined in AS 23.40.215(b).

Sincerely,

  
Nancy Bear Usera  
Commissioner

Enclosure

**MEMORANDUM****STATE OF ALASKA**Department of Administration  
Office of the Commissioner

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: April 1, 1994

From: Nancy Bear Usher  
Commissioner  
Department of Administration

Re: Monetary Terms of  
Teachers' Education  
Association of Mt.  
Edgecumbe

The State of Alaska has concluded negotiations with Teachers' Education Association of Mt. Edgecumbe (TEAME) and the union membership has ratified the agreement. The following monetary terms are provided so that budget amendment requests may be made to the legislature. I am also providing the legislature with the monetary terms as required by AS 23.40.215(b).

**Monetary Terms**

Monetary terms of an agreement are defined in AS 23.40.250(4) as changes that will require an appropriation for their implementation, changes that will result in a change in revenues, or changes that will result in a change in productive work hours for state employees.

**I. Require Appropriation:****A. Wages**

FY95: The agreement became effective July 1, 1994. The salary schedule shall be increased by 1.6% which previously was budgeted for after school program activities.

FY96: Effective July 1, 1995 the salary schedule is increased by 2%.

FY97: Effective July 1, 1996 the salary schedule is increased an additional 3%.

#### B. Health Insurance

FY95: Effective July 1, 1994, the monthly contribution to health insurance for members of the TEAME unit continued at \$423.50. The members were placed on the Employer Sponsored Health Insurance Plan for non-covered employees.

FY96: The Association has the opportunity to convert to a health trust on or after July 1, 1996 with a contribution rate of \$450.00 per month. The contractual deadline for a notice of intent to convert is December 1, 1995.

### 2. Productive Work Hours

#### A. Leave

FY95: Effective July 1, 1994 leave accrual is capped at 5 years.

#### Other Terms

There are other terms of the collective bargaining agreement which will not require an appropriation but may have a budgetary impact.

A. Family leave provisions have been added to conform with Alaska Family Leave Act (AS 23.10.500-AS 23.10.550) and the federal Family Medical Leave Act.

B. Teacher sabbatical provisions have been added to the contract allowing a sabbatical absence for a TEAME teacher with at least seven years continuous service to gain additional education in their specialty area. Sabbaticals will be granted at the Employers sole discretion.

#### Conclusion:

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

2-4-94  
Delivered to Billy  
& Rec'd this  
date. ml



OFFICIAL BUSINESS

# Alaska State Legislature Senate

## Office of the Secretary

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832

February 4, 1994

### MEMORANDUM

TO: Senator Frank, Co Chair  
Senator Pearce, Co Chair  
Finance Committee

FROM: Nancy Quinto *NQ*  
Secretary of the Senate

SUBJECT: Collective Bargaining Agreements

Pursuant to AS 23.40.215, President Halford has referred the monetary terms of the collective bargaining agreement with the State of Alaska and the Public Safety Employees Association to your committee for review.

NQ/hc

Enclosures

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

AS 23.40.215  
#40  
WALTER J. HICKEL, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

January 28, 1994

The Honorable Rick Halford  
President of the Senate  
Alaska State Senate  
State Capital, Room 111  
Juneau, AK 99801 - 1182

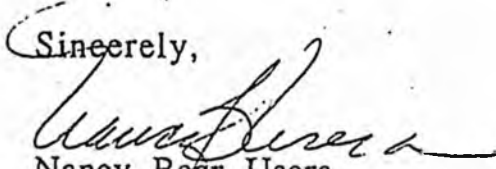
Dear President Halford;

I am required by the Public Employment Relations Act (AS 23.40.070 - 260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Shelby Stastny, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement which resulted from arbitration between the State and the Public Safety Employees Association.

Negotiations with the Public Safety Employees Association resulted in an impasse which was submitted under authority of AS 23.40.200 to an Arbitrator James Litton for resolution. Arbitrator Litton's decision was received by the Department of Administration on January 17, 1994. The Arbitrator's decision and those provisions agreed upon by the parties will, contingent upon legislative approval, form a collective bargaining agreement in effect from January 1, 1992, through December 31, 1994. Pursuant to AS 23.40.215(a) the monetary terms of that agreement must be submitted to the Legislature for approval through appropriation or, pursuant to AS 23.40.215(b), disapproval by resolution within 60 days of this report.

The necessary appropriation bill will be submitted by the Office of Management and Budget. If I or my staff may answer any questions or provide further information, please do not hesitate to contact me.

Sincerely,

  
Nancy Bear Usera  
Commissioner

enclosure

cc:

Richard Burton  
Commissioner  
Department of Public Safety

Bruce Campbell  
Commissioner  
Department of Transportation  
and Public Facilities

Kevin Ritchie  
Director  
Division of Personnel/EEO  
Department of Administration

Public Safety Employees Association

# MEMORANDUM

State of Alaska  
Department of Administration

To: Shelby Stastny  
Director  
Office of Management and  
Budget

January 28, 1994

465-2200

Fr: Nancy Bear Usher  
Commissioner  
Department of Administration

Subject: Public Safety  
Employees Association  
Monetary Terms

Negotiations with the Public Safety Employees Association resulted in an impasse which was submitted under authority of AS 23.40.200 to an arbitrator for resolution. Arbitrator James Litton has rendered his decision which was received by the Department of Administration on January 17, 1994. The Arbitrator's decision and those provisions agreed upon by the parties will, upon legislative approval, form a collective bargaining agreement in effect from January 1, 1992, through December 31, 1994. Pursuant to AS 23.40.215 the monetary terms of that agreement must be submitted to the Legislature for approval through appropriation or disapproval by resolution within 60 days of receipt of this report.

Following is a listing of those provisions of the contract which require an appropriation for their implementation, change the productive hours of State employees or effect State revenues:

## Wages and Hours

- 1) Effective from January 1, 1992, the base wage of all bargaining unit members is increased by 3.6 per cent. This increase results in a commensurate increase in all employer costs which are wage dependent. The employee portion of this increase will be in the form of a lump sum retroactive payment for wages and premium pay to be allocated to individual employees. This should be presented as a single supplemental appropriation within the monetary terms legislation.
- 2) Effective from January 1, 1994, the adjusted base wage of all bargaining unit members is increased by the Anchorage Consumer Price Index for Urban Wage Earners (CPI-W) for Calendar Year (CY)

1993 less 1.5 per cent. The 1993 CPI-W increase will not be available until early March 1994, but is estimated to be approximately 3.1 percent. If so, this will result in a wage adjustment of approximately 1.6 percent. This department will notify you immediately upon its determination of the actual increase in the 1993 Anchorage CPI-W. As the result of these increases to base pay, for budgeting purposes the FY 95 base pay assumption for this bargaining unit should be increased by 5.2%. Inasmuch as the Governor's budget has already been presented, we recommend including this increase as a separate appropriation within the monetary terms legislation.

3) Effective from January 1, 1992, all travel on an employee's scheduled day off will be considered as time worked for pay and overtime purposes.

4) Effective from January 1, 1992, the former Standby premium pay is replaced. An employee assigned to Standby will receive one hour of pay at the regular straight time hourly rate.

5) Effective from January 1, 1992, employees assigned to act in a higher classification are paid in the range of the higher classification at their earned step in their regular classification.

6) Effective from January 1, 1992, DOT&PF employees assigned to temporary investigator duties are eligible for temporary investigator pay. Additionally, any employee so assigned will be paid at their earned step rather than as if promoted.

7) Effective from January 1, 1992, Airport Safety Officers will no longer receive their birthday as a "floating holiday." This results in a savings of one day per year in leave accrual for each member of the bargaining unit in this classification series.

8) Effective from January 1, 1992; Airport Safety Officers will no longer receive 15 minute shift briefings each work day. This results in a savings of 15 minutes at the overtime rate each work day.

9) Effective from January 1, 1992, the threshold for payment of overtime at the rate of time and one-half is raised from forty to forty-two hours for all Department of Public Safety (DPS) employees assigned to flexible schedules. The normal work week remains forty

hours in pay status. Work performed in the forty first and forty second hour is overtime, but is paid at the straight time rate.

10) Effective from January 1, 1992, for DPS employees assigned to a flexible schedule, overtime pay on scheduled days off is eliminated unless over the forty-two hours in pay status threshold.

11) Effective from January 1, 1992, overtime work performed on the swing or graveyard shift must be paid in accordance with the Fair Labor Standards Act.

## II. Health and Welfare

1) Effective 60 days from the Arbitrator's award (March 18, 1994) the State must pay a lump sum to the PSEA Health and Welfare Trust equal to one and one-half percent of the adjusted CY 1992 regular wages for the bargaining unit. The Union proposed language adopted by the Arbitrator further provides for a one hundred dollar per day penalty for each day after sixty days in which the Union has not received this payment. However, the Arbitrator held that the penalty provisions of the agreement are not invoked in the pendency of legislative action or if the legislature disapproves the monetary terms.

2) Effective from January 1, 1992, the State's contribution shall be paid on behalf of each member of the bargaining unit without regard to that member's pay status. Consequently, the State must contribute on behalf of a bargaining unit member on disciplinary suspension or in leave without pay, including Family Leave, or other non-pay status.

3) Effective July 1, 1994, the State's contribution to the Health and Welfare Trust is increased from \$385.00 per member, per month to \$470.00 per member, per month. (Note: Notwithstanding the agreement's expiration on December 31, 1994, this contribution is a mandatory subject of bargaining and, as such, must be maintained during the pendency of bargaining. Consequently, funding at this level is required for the full fiscal year.)

4) Effective February 15, 1994, and for succeeding years, a lump sum amount equal to the adjusted CY 93 regular wages for the bargaining unit will be paid to the Health and Welfare Trust. If not paid timely, the penalty provisions of 1) above will apply.

### III. Terms and Conditions of Employment

1) Rental Rates for State provided housing are increased as follows

Current Rate for mobile homes, apartments or houses -				
Bedrooms	0	1	2	3 or more
	\$342	\$432	\$507	\$560

New rates from January 1, 1992 -

Bedrooms	0	1	2	3 or more
	\$459	\$558	\$656	\$800

2) Effective January 1, 1992, utility rates are increased from \$150.00 to \$200.00 per month.

Items 1 and 2 effect only the DPS. The Department does not possess authorization for program receipts. The increased rates obtain to the General Fund and, thereby, change State revenues.

3) Effective January 1, 1992, a bargaining unit member who is the target of a criminal investigation who is not charged or who is acquitted shall be reimbursed for reasonable costs and attorney(s) fees.

4) Effective upon date of implementation, employer required medical examinations will provide only a summary "fit" or "not fit" for duty. This will result in additional costs for second medical opinions.

### IV. Other Provisions

1) Costs at the Anchorage and Fairbanks International Airports are funded from the International Airport Revenue Fund which is a self supporting revenue fund. Since the airports are self supporting, increased expenditures will require increased fees, thus effecting State revenues.

2) The State secured language establishing the conditions under which work performed by members of the bargaining unit may be contracted out. While there are no current contracting out plans to contract out any work currently performed under the terms of this agreement, the potential does exist.

Please prepare the necessary appropriation bill to secure funding for the monetary terms as set out herein. If you require further information, please do not hesitate to contact Art Chance of the Labor Relations Section of the Division of Personnel/EEO at 465-4404.

cc:

Richard Burton  
Commissioner  
Department of Public Safety

Bruce Campbell  
Commissioner  
Department of Transportation  
and Public Facilities

Kevin Ritchie  
Director  
Division of Personnel/EEO  
Department of Administration

Public Safety Employees Association

*Forwarded to  
Co-Chairs  
1-19-94 AN*



OFFICIAL BUSINESS

**Alaska State Legislature  
Senate  
Office of the Secretary**

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 485-3701  
FAX: 465-2832

January 19, 1994

**MEMORANDUM**

**TO:** Senator Frank, Co Chair  
Senator Pearce, Co Chair  
Finance Committee

**FROM:** Nancy Quinto *NQ*  
Secretary of the Senate

**SUBJECT:** Collective Bargaining Agreements

Pursuant to AS 23.40.215, President Halford has referred the following monetary terms of the collective bargaining agreements with the State of Alaska to your committee:

- Alyeska Central Study Education Association
- Alaska Vocational Technical Center Teachers Association
- Marine Engineers Beneficial Association

NQ/hc

Enclosures

# STATE OF ALASKA

## DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

N AS 23.40.215  
WALTER J. HICKEL, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

January 13, 1994

The Honorable Rick Halford  
President of the Senate  
Alaska State Senator  
State Capitol  
Juneau, Alaska 99801-1182

RECEIVED  
JAN 14 1994  
Ans'd.....

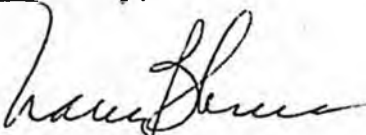
Dear Mr. President:

Pursuant to Alaska Statute (AS) 23.40.215, I am submitting the monetary terms of the collective bargaining agreement between the State of Alaska and the Alyeska Central Study Education Association.

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget. The monetary terms of a collective bargaining agreement are subject to funding by appropriation by the legislature; if funding is not appropriated, the terms are considered disapproved and the parties to that agreement may resume negotiations or explore other options.

We respectfully request that the legislature advise the parties by concurrent resolution of its approval or disapproval of this submission within sixty (60) legislative days of receipt. This is in accordance with the procedure outlined in AS 23.40.215(b).

Sincerely,



Nancy Bear Usera  
Commissioner

Enclosure

MEMORANDUM

STATE OF ALASKA  
Department of Administration  
Office of the Commissioner

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: January 13, 1994

From: Nancy Bear Usera  
Commissioner  
Department of Administration

Re: Monetary Terms of  
Alyeska Central Study  
Education Association  
Contract

The State of Alaska concluded negotiations with Alyeska Central Study Education Association (ACSEA) (formerly CCSEA) and the union membership has ratified the agreement which became effective May 1, 1993. Monetary terms for FY94 were reported on April 20, 1993 and subsequently approved. Monetary terms for FY95 are as follows.

**Monetary Terms**

Monetary terms of an agreement are defined in AS 23.40.250(4) as changes that will require an appropriation for their implementation, changes that will result in a change in revenues, or changes that will result in a change in productive work hours for state employees.

**Require Appropriation:**

**A. Wages**

FY95: Effective May 1, 1993, the salary schedule was revised resulting in the rearrangement of step placements for teachers. This results in lateral movement for some teachers. The Department of Education calculates this cost to be \$25.0 for FY 95. A COLA of up to 5%, is prescribed for January 1, 1995.

FY96: There will be no further increases in the wage schedule for the life of this agreement, which expires June 30, 1996.

## B. Health Insurance

FY95: Effective May 1, 1993, the monthly contribution to health insurance for members of the ACSEA unit was increased to \$423.50. The contract provides that if the premium increases February 1, 1995, the contribution rate will increase up to 8% (\$457.39).

## C. Productive Work Hours

### 1. Holiday

FY95: Effective January 1, 1995, the floating holiday known as Lincoln's Birthday will be eliminated. At present, employees receive an additional day of annual leave on February 12. This change will reduce the amount of leave accrual liability and time taken away from work.

### Conclusion:

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

# STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

## DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

January 13, 1994

The Honorable Rick Halford  
President of the Senate  
Alaska State Senator  
State Capitol  
Juneau, Alaska 99801-1182

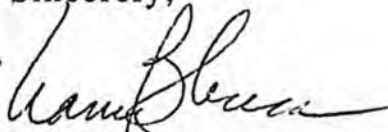
Dear Mr. President:

Pursuant to Alaska Statute (AS) 23.40.215, I am submitting the monetary terms of the collective bargaining agreement between the State of Alaska and the Alaska Vocational Technical Center Teachers Association.

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget. The monetary terms of a collective bargaining agreement are subject to funding by appropriation by the legislature; if funding is not appropriated, the terms are considered disapproved and the parties to that agreement may resume negotiations or explore other options.

We respectfully request that the legislature advise the parties by concurrent resolution of its approval or disapproval of this submission within sixty (60) legislative days of receipt. This is in accordance with the procedure outlined in AS 23.40.215(b).

Sincerely,



Nancy Bear Usera  
Commissioner

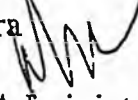
Enclosure

MEMORANDUM

STATE OF ALASKA  
Department of Administration  
Office of the Commissioner

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: January 13, 1994

From: Nancy Bear Usera   
Commissioner  
Department of Administration

Re: Monetary Terms of  
Alaska Vocational  
Technical Center  
Teachers Association

The State of Alaska has concluded negotiations with Alaska Vocational Technical Center Teachers' Association (AVTECTA) and the union membership has ratified the agreement which became effective July 1, 1993 except for those monetary terms reported below. I am also providing the legislature with the monetary terms as required by AS 23.40.215(b).

**Monetary Terms**

Monetary terms of an agreement are defined in AS 23.40.250(4) as changes that will require an appropriation for their implementation, changes that will result in a change in revenues, or changes that will result in a change in productive work hours for state employees.

1. Require Appropriation:  
A. Wages

FY94: The agreement became effective July 1, 1993. The salary schedule remained unchanged and no additional appropriation was required.

FY95: Effective August 16, 1994 the salary schedule is revised which results in the rearrangement of step placements for teachers. This results in movement for some teachers. The Department of Education calculates this cost to be \$92.0 for FY 95.

FY96: The agreement also provides a COLA of up to 2%, in FY96 or a lump sum payment equal to the COLA increase if the individual employee's pay has been frozen, to be effective August 16, 1995. There will be no further increases in the wage schedule for the life of this agreement, which expires June 30, 1996.

#### B. Health Insurance

FY94: Effective July 1, 1993, the monthly contribution to health insurance for members of the AVTECTA unit continued at \$423.50. The members were placed on the Employer Sponsored Health Insurance Plan for non-covered employees.

FY95: The Association has the opportunity to convert to a health trust on or after July 1, 1994 with a contribution rate of \$450.00 per month. The contractual deadline for a notice of intent to convert was November 1, 1993. None has been received; consequently, the unit shall remain on the Employer Sponsored Plan throughout FY95.

FY96: The Association may convert to a health trust on or after July 1, 1995 with a contribution rate of \$450.00 per month. The contractual deadline for a notice of intent to convert is November 1, 1994.

### 2. Productive Work Hours

#### A. Leave

FY94: No change.

FY95: Annual leave will continue to accrue and be available for use through August 15, 1994. ~~Leave balances on that date will be~~ cashed out to be paid from the terminal leave account. Effective August 16, 1994 there shall be no accrual or usage of annual leave for the remainder of the life of the agreement. This change eliminate the amount of annual leave accrued and available to use, resulting in less time away from work.

#### Other Terms

There are other terms of the collective bargaining agreement which will not require an appropriation but may have a budgetary impact.

A. Family leave provisions have been added to conform with Alaska Family Leave Act (AS 23.10.500-AS 23.10.550).

B. Teacher sabbatical provisions have been added to the contract allowing a sabbatical absence for a AVTEC teacher with at least seven years continuous service to gain additional education in their specialty area. Sabbaticals will be granted at the Employers sole discretion.

Conclusion:

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

# STATE OF ALASKA

## DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

*Copy*

WALTER J. HICKEL, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2496

January 13, 1994

The Honorable Rick Halford  
President of the Senate  
Alaska State Senator  
State Capitol  
Juneau, Alaska 99801-1182

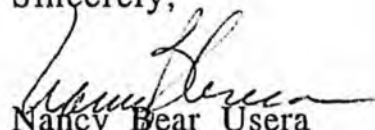
Dear Mr. President:

Pursuant to Alaska Statute (AS) 23.40.215, I am submitting the monetary terms of the collective bargaining agreement between the State of Alaska and the Marine Engineers Beneficial Association.

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget. The monetary terms of a collective bargaining agreement are subject to funding by appropriation by the legislature; if funding is not appropriated, the terms are considered disapproved and the parties to that agreement may resume negotiations or explore other options.

We respectfully request that the legislature advise the parties by concurrent resolution of its approval or disapproval of this submission within sixty (60) legislative days of receipt. This is in accordance with the procedure outlined in AS 23.40.215(b).

Sincerely,

  
Nancy Bear Usera  
Commissioner

Enclosure

MEMORANDUM

STATE OF ALASKA  
Department of Administration  
Office of the Commissioner

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: January 13, 1993

From: Nancy Bear Usea   
Commissioner  
Department of Administration

Re: Monetary Terms of  
1993-96 MEBA  
Contract

The State of Alaska has concluded negotiations with the Marine Engineer's Beneficial Association and the membership has ratified the agreement. I am also providing the legislature with the monetary terms as required by AS 23.40.215 (b).

Monetary Terms

Monetary terms of an agreement are defined in AS23.40.250 (4) as changes that will require an appropriation for their implementation, that will result in a change in state revenues, or that will result in a change in productive work hours for state employees.

1. Require Appropriation

A. Wages FY 95: Effective September 1, 1994, the basic wage schedule will be adjusted one tenth of one percent for each one tenth of one percent change in the CPI-U, Anchorage, AK., for the second half of 1992 and the second half of 1993, not to exceed five percent.

B. Maintenance & Cure FY 94: Effective the date of signing, the rate for maintenance under Rule 9, Occupational Injury and Illness Benefits will be raised to \$45.00 per day from \$40.00 per day.

C. Vacation Committee FY 94: Effective the date of signing, Engineer Officers representing the MEBA will be paid at the

- straight time rate for all hours in attendance on the Vacation Scheduling Committee. The previous contract limited payment to a maximum of 84 hours per person.

D. **Health Insurance FY 95:** With sixty days notice to the Employer, and subject to legislative funding, the Union may elect to participate in a Union provided health trust effective July 1, 1994. The State agrees to contribute \$450.00 per month per eligible employee. In the alternative, the Union may elect to remain on the Employer provided plan.

FY 96: With sixty days notice to the Employer, and subject to legislative funding, the Union may elect to participate in a Union provided health trust effective July 1, 1995. The State agrees to contribute \$450.00 per month per eligible employee. In the alternative, the Union may elect to remain on the Employer provided plan.

E. **Health Insurance: Temporary Reliefs FY 94:** In lieu of the health insurance coverage provided to permanent Engineers, effective November 1, 1993, the daily contribution rate for Temporary Relief Engineers is increased from \$19.00 per day to \$25.00 per day worked.

FY 95: In lieu of the health insurance coverage provided to permanent Engineers, effective July 1, 1994, the daily contribution rate for Temporary Relief Engineers is increased from \$25.00 per day worked to \$27.50 per day worked.

F. **Uniform Allowance FY 94:** Effective the date of signing, the per annum allowance for standard uniforms was increased from \$300.00 to \$400.00. The per annum allowance for use of the standard usual navy blue uniform was increased from \$400.00 to \$600.00.

G. **Nonwatch Pay FY 94:** Effective the date of signing the nonwatch pay for the Chief Engineers on the M/V Tustumena in the Southwest System will be increased by \$100.00 per pay period. This provision does not apply to the M/V Bartlett in the Southwest System.

H. **Overtime FY 94:** Port Engineers will no longer be paid overtime up to two weeks if recalled to work during a scheduled vacation.

The employee will be paid at the appropriate rate of pay and reimbursed only for expenses incurred as a result of the interruption.

## 2. State Revenue

FY 94: The new agreement requires employees who are traveling on a pass on the State ferries to pay the difference for vehicles which extend beyond a standard length vehicle.

## 3. Productive Work Hours

**Holidays** FY 94: In the master agreement, MEBA traded Lincoln's Birthday for Martin Luther King, Jr. holiday. Thus, they remain at eleven paid holidays. Lincoln's Birthday was eliminated as a paid holiday for the Port Engineers. This brings their total to eleven paid holidays.

## 4. OTHER TERMS

- A. FY 94: Effective on the date of signing Engineer Officers who normally work the Southwest system will be paid at the Southeast payrate while working on vessels in the shipyard.
- B. The Employer is no longer required to negotiate on permissive subjects of bargaining when changes in the operations of the AMHS takes place.
- C. FY 94: Language requiring the Employer to pay for all moving expenses when an Engineer Officer elects to move to Alaska has limited the State's obligation to move an Engineer Officer to within one year of the employee's hire date.
- D. The arbitrator's authority under the grievance procedure has been limited to modifying a management action only if a specific contract violation is found.
- E. New contract language provides for the termination of any Engineer Officer who tests positive for illegal drugs.
- F. New contract language governs the annual requirement of Engineer Officers to report their eligibility for the Cost of Living Differential (COLD) payments.

- G. Health and Welfare (Rule 27), Leave (Rule 23) and Wages (Rule 17) will be reopened for negotiations in the third year of the agreement. Monetary terms will be reported as appropriate.
- H. Language strengthening the Employer's right to determine the number and schedule of Vacation and Temporary Relief Engineers has been added.
- I. FY 94: The individual and bargaining unit caps for leave use have been removed.
- J. FY 94: Engineer Officers will receive overtime for work in excess of 84 hours of work. This clarifies that Engineer Officers will not receive overtime if they have not been in work status the entire 84 hours.
- K. Engineer Officers will be authorized to have two personally owned vehicles registered to travel on a pass. Previously, an employee was provided a pass for only one vehicle.
- L. FY 94: The Senior Port Engineer's monthly payrate, hourly rate and COLD rates have been reduced accordingly:

	Monthly	Straight Time Rate	COLD
Previous Rates	\$5287.00	\$29.05	\$502.00/pay per.
New Rates	\$5108.74	\$28.07	\$485.35/pay per.

### Conclusion

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.



OFFICIAL BUSINESS

Alaska State Legislature  
Senate  
Office of the Secretary

STATE CAPITOL  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832

February 3, 1993

MEMORANDUM

TO: Senator Frank, Co Chair  
Senator Pearce, Co Chair  
Finance Committee

FROM: Nancy Quinto *no*  
Secretary of the Senate

SUBJECT: Monetary Terms of Labor, Trades and Crafts Contract

President Halford has referred the report on the monetary terms of the collective bargaining agreement between the State of Alaska and the Labor, Trades and Crafts Unit to your committee for review.

NQ/hc

Attachment

*2-3-93  
Distributed to Bill & Rick  
Calendared for 30-day reminder 3/4  
60-day deadline noted. 4/3*

# STATE OF ALASKA

## DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

WALTER J. HICKEL, GOVERNOR

P.O. BOX C  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2135

February 1, 1993

The Honorable Rick Halford  
President of the Senate  
Alaska State Senator  
State Capitol  
Juneau, AK 99801-1182

RECEIVED

FEB 01 1993

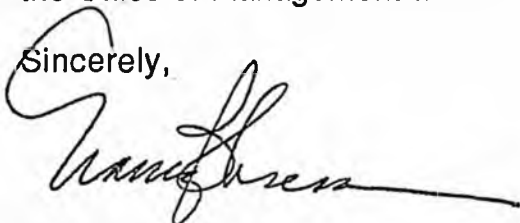
Ans'd.....

Dear Mr. President:

Pursuant to Alaska Statute 23.40.215(b), I have submitted the monetary terms of the collective bargaining agreement between the State of Alaska and the Labor, Trades and Crafts Unit. Public Employees Local 71, AFL-CIO, is the representative.

The enclosed memorandum from me to Mr. Stastny identifies the specific monetary terms applicable to this unit. Funding for these terms will be formally requested by the Office of Management and Budget.

Sincerely,



Nancy Bear Usera  
Commissioner

Enclosure

# MEMORANDUM

## STATE OF ALASKA Department of Administration Office of the Commissioner

To: Shelby Stastny  
Director  
Office of Management and Budget  
Office of the Governor

Date: February 1, 1993

From: Nancy Bear Usera *Nancy Bear Usera*  
Commissioner  
Department of Administration

Re: Monetary Terms of Labor,  
Trades and Crafts Contract

The State of Alaska has concluded negotiations with Public Employees Local 71 representing the Labor, Trades and Crafts Unit (LTC) and the union membership has ratified the agreement. The following monetary terms are provided so that supplemental and budget amendment requests may be made to the legislature. I am also providing the legislature with the monetary terms as required by AS 23.40.215(b).

### Monetary Terms

Monetary terms of an agreement are defined in AS 23.40.250(4) as changes that will require an appropriation for their implementation, changes that will result in a change in state revenues, or changes that will result in a change in productive work hours for state employees.

- I. Require Appropriation.
  - A. Each employee in pay status on the date of signing (February 1, 1993), will receive a signing bonus of \$50. The appropriation should include any additional benefits costs.
  - B. Effective July 1, 1992, the wage rates for all employees are increased by 3.6%. This increase equals the percentage increase granted most other state employees last year. However, most other employees received the increase effective January 1, 1992. There will be no further increases in the wage schedule for the life of this agreement which expires on December 31, 1994.
  - C. Effective February 1, 1993, the monthly contribution to health insurance for members of the LTC unit will be \$423.50. On July 1, 1993, the contribution on behalf of each eligible member of the bargaining unit will increase to \$500. If there is an increase in the premium in 1994, the state and the employees will equally share the additional cost up to a maximum of \$25. each. Any further increase shall be paid entirely by the employees or the level of benefits shall be adjusted to conform to the premium. The benefits costs associated with LTC positions should be modified to reflect this change.

D. Certain employees were required to obtain a Commercial Driver's License as a condition of continued employment pursuant to AS 28.33.100. The new contract requires the State to reimburse employee's who obtained the license prior to April 1, 1992. Future renewals will be at the expense of the employee. The fee was \$100 per employee. The departments are determining the number of employees affected by this provision. That number will be reported as soon as it is available.

II. State Revenue.

There are no provisions in the agreement that would change state revenues.

III. Productive Work Hours

In 1994, the floating holiday known as Lincoln's Birthday will be eliminated. At present, employees receive an additional day of annual leave on February 12. This change will reduce the amount of leave accrual and time taken away from work.

**Other Terms**

There are other terms of the collective bargaining agreement which will not require an appropriation but may have a budgetary impact .

- Managers will now have the choice between the two most senior, qualified and competent employees when filling a LTC position through promotion.
- Travel provisions of the agreement have been modified to more closely match the requirements of the Fair Labor Standards Act. This change is expected to result in an overall savings.
- Family leave provisions have been added to conform with the Alaska Family Leave Act (AS 23.10.500 - 23.10.550).
- Designated foremen will receive an additional 75 cents per hour when supervising eight or more employees. This change will reduce the need to reclassify positions when employees perform higher level duties.
- When overtime is scheduled in advance, the State is required to pay only for actual hours of work. A guaranteed minimum of four hours pay at the overtime rate was eliminated.
- Part-time employees will be eligible for overtime on the same basis as other employees. A provision which required overtime for all hours in excess of the regular part-time schedule was eliminated.

**Conclusion**

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

**THE  
FOLLOWING  
DOCUMENTS  
ARE  
POOR  
ORIGINAL  
COPIES**

State v. Public Safety Employees Ass'n, 798 P.2d 1281 (Alaska 1990).  
Standard of review. — Appellate courts should apply the arbitrary and capricious standard when reviewing awards

in compulsory interest arbitrations; in voluntary interest arbitrations, the standard of review is gross error. State v. Public Safety Employees Ass'n, 798 P.2d 1281 (Alaska 1990).

Sec. 23.40.205. Family leave. Notwithstanding any provision of AS 23.40.070 — 23.40.260 to the contrary, an agreement between the employer subject to AS 23.10.500 — 23.10.550 and an employee bargaining organization that does not contain benefit provisions at least as beneficial to the employee as those provided by AS 23.10.500 — 23.10.550 shall be considered to contain the benefit provisions of those statutes. (§ 7 ch 96 SLA 1992)

Revisor's notes. — Enacted as AS 23.40.200(g). Renumbered in 1992.  
Cross references. — For transitional provisions related to the effect of this section on bargaining agreements in effect on

September 16, 1992, see § 11, ch. 96, SLA 1992 in the Temporary and Special Acts.  
Effective dates. — Section 7, ch. 96, SLA 1992, which enacted this section, took effect on September 16, 1992.

Sec. 23.40.210. Agreement.

NOTES TO DECISIONS

Agency assumption of jurisdiction over pending grievance procedures. — The agency may exercise jurisdiction over unfair labor practice claims which are the subject of pending grievance procedures not yet exhausted where it appears that pursuing the grievance procedures would

be futile. Public Safety Employees Ass'n v. State, 799 P.2d 315 (Alaska 1990).  
Availability of statutory remedies. — The availability of arbitration does not preclude statutory remedies. Public Safety Employees Ass'n v. State, 799 P.2d 315 (Alaska 1990).

Sec. 23.40.215. Funding and legislative approval. (a) The monetary terms of any agreement entered into under AS 23.40.070 — 23.40.260 are subject to funding through legislative appropriation.

(b) The Department of Administration shall submit the monetary terms of an agreement to the legislature within 10 legislative days after the agreement of the parties, if the legislature is in session, or within 10 legislative days after the convening of the next regular session. The legislature shall advise the parties by concurrent resolution if it approves or disapproves of the monetary terms within 60 legislative days after the agreement is submitted to the legislature. The approval of the monetary terms of an agreement under this subsection is a nonbinding, advisory expression of legislative intent. If within 60 legislative days after the agreement is submitted the legislature advises the parties by concurrent resolution that it disapproves the monetary terms of the agreement, the parties may resume negotiations.

(c) Notwithstanding (b) of this section, the monetary terms of an agreement entered into between a school district or regional educa-

Title 21  
Insurance

Title 21  
Industry

tional attendance area and its employees are not subject to approval by the legislature. (§ 2 ch 113 SLA 1972; am § 1 ch 10 SLA 1984; § 5 ch 1 SLA 1992)

**Effect of amendments.** — The 1992 amendment, effective March 26, 1992, added subsection (c).

**Sec. 23.40.250. Definitions.** In AS 23.40.070 — 23.40.260, in the context otherwise requires,

(1) "collective bargaining" means the performance of the mutual obligation of the public employer or the employer's designated representatives and the representative of the employees to meet at reasonable times, including meetings in advance of the budget making process, and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or negotiation of a question arising under an agreement, and the execution of a written contract incorporating an agreement reached if requested by either party, but these obligations do not compel either party to agree to a proposal or require the making of a concession;

(2) "election" means a proceeding conducted by the labor relations agency in which the employees in a collective bargaining unit cast a secret ballot for collective bargaining representatives, or for any other purpose specified in AS 23.40.070 — 23.40.260;

(3) "labor relations agency" means the Alaska labor relations agency established in AS 23.05.360;

(4) "monetary terms of an agreement" means the changes in the terms and conditions of employment resulting from an agreement that will require an appropriation for their implementation or will result in a change in state revenues or productive work hours for state employees;

(5) "organization" means a labor or employee organization of any kind in which employees participate and which exists for the primary purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of employment;

(6) "public employee" means any employee of a public employer, whether or not in the classified service of the public employer, except elected or appointed officials or superintendents of schools;

(7) "public employer" means the state or a political subdivision of the state, including without limitation, a municipality, district, school district, regional educational attendance area, board of regents, public and quasi-public corporation, housing authority, or other authority established by law, and a person designated by the public employer to act in its interest in dealing with public employees;

(8) "regional educational service area in the military reservation grade levels K — 1 operated under the school board;

(9) "terms and conditions of employment, the compensation policies and purposes of a public employer." (SLA 1984; am E.O. 1984-1)

**Revisor's notes.** — Paragraph (9) enacted as (9) and renumbered as (9) which time former paragraph numbered as (9).

**Effect of amendment.** — The 1992 amendment, effective March 26, 1992, substituted paragraph (6), substituted

The assignment of salary classes is not a mandatory condition of collective bargaining between a public employer and its employees' collective bargaining agreement.