

**COLLECTIVE
BARGAINING
AGREE-
MENTS -
2006**

SFIN

FILE



Official Business

Alaska State Legislature

Senate

Office of the Secretary

State Capitol, Room 213
Juneau, Alaska 99801-1182
Phone: (907) 465-3701
Fax: (907) 465-2832
Email:senate_secretary@legis.state.ak.us

Memorandum

TO: Senator Green, Cochair
Senator Wilken, Cochair
Senate Finance Committee

FROM: Kirsten Waid *Kirsten Waid*
Secretary of the Senate

DATE: March 15, 2006

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, President Stevens has referred the following to your committee for review:

Report from the Commissioner of the Department of Administration stating the monetary terms of the arbitration award as a result of a dispute between the State and the Alaska State Employees Association (Health Trust FY06 through FY08).

Attachments

KW:jcs

STATE OF ALASKA

FRANK H. MURKOWSKI, GOVERNOR

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200
PHONE: (907) 465-2200
FAX: (907) 465-2135

March 7, 2006

MAR 14 2006

The Honorable Ben Stevens
Senate President
Alaska State Capitol
Juneau, Alaska 99/01-1182

Dear President Stevens:

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 Cheryl Frasca, Director of the Office Management and Budget (enclosed), please accept my report of the monetary terms of the arbitration award as a result of a dispute between the State and the Alaska State Employees Association. The Department of Administration has received an arbitration award regarding the contribution amount for employees in the Alaska State Employees Health Trust. The arbitrator interpreted the contractual terms differently from the State's reported interpretation. Consequently, the monetary terms are different from that previously reported for FY 06 through FY 08. Pursuant to A.S. 23.40.215, the monetary terms of the award require legislative approval. In the interest of maintaining harmonious relations, I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215 (b).

If my staff or I may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,



Scott J. Nordstrand
Commissioner

Enclosure



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Memorandum

Department of Administration
Office of the Commissioner

To: Cheryl Frasca, Director
Office of Management & Budget

Date: March 7, 2006

From: Scott J. Nordstrand *M.J.N.*
Commissioner

Phone: 465-5671

Subject: Monetary Terms – Health Contributions

The Department of Administration has received an arbitration award regarding the contribution amount for employees in the Alaska State Employees Health Trust. The arbitrator interpreted the contractual terms differently than the State. Consequently, the monetary terms are different than that previously reported for FY 06. Pursuant to A.S. 23.40.215, the monetary terms of the award require legislative approval.

I. Terms Requiring Appropriation

Current Legislative Session

The health insurance contribution amount was increased in FY06 by \$78 per eligible employee per month. The arbitrator has concluded that the increase should have been \$82.45 per eligible employee per month effective July 1, 2005. This will also increase the base upon which FY07 and FY08 increases are calculated.

II. Change in State Revenues.

No terms of this arbitrator's award would result in a change to State revenues.

III. Change in Productive Work Hours.

There are no provisions in the arbitrator's award that would change productive work hours.

Please forward to the legislature the foregoing monetary terms in accordance with A.S. 23.40.215.

cc: All Commissioners

All Administrative Services Directors

Kim Garnero, Director
Division of Finance

Art Chance, Director
Division of Labor Relations

Mila Cosgrove, Director
Division of Personnel



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Memorandum

TO: Senator Green, Cochair
Senator Wilken, Cochair
Senate Finance Committee

FROM: Kirsten Waid *Kirsten Waid*
Secretary of the Senate

DATE: March 15, 2006

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, President Stevens has referred the following to your committee for review:

Report from the Commissioner of the Department of Administration stating the monetary terms for the collective bargaining agreement reached between the State and the Alaska Correctional Officers Association (interest arbitration award).

Attachments

KW:jcs

STATE OF ALASKA

FRANK H. MURKOWSKI, GOVERNOR

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200
PHONE: (907) 465-2200
FAX: (907) 465-2135

March 7, 2006

MAR 14 2006

The Honorable Ben Stevens
Senate President
Alaska State Capitol, Room 111
Juneau, AK 99801-1182

Dear President Stevens:

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 organizations. By copy of my memorandum to Cheryl Frasca, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the Alaska Correctional Officers Association (ACOA) on behalf of the Correctional Officers established by interest arbitration under AS 23.4200. The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. In the interest of maintaining harmonious relations, I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

If I or my staff may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,


Scott J. Nordstrand
Commissioner

Enclosure



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THE
FOLLOWING
DOCUMENT(S)
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MEMORANDUM

State of Alaska
Department of Administration
Office of the Commissioner

To: Cheryl Frasca
Director
Office of Management and Budget
Office of the Governor

Date: March 7, 2006

From: Scott J. Nordstrand *SNF*
Commissioner

Phone: 465-5671

Subject: Monetary terms of the Collective Bargaining Agreement between the State and the Alaska Correctional Officers Association.

The Department of Administration has received the Interest Arbitration award from the Arbitrator for the Bargaining Agreement of the Correctional Officers represented by the Alaska Correctional Officers Association (ACOA). Pursuant to A.S. 23.40.215, the monetary terms of the award require legislative approval.

I. Terms Requiring Appropriation

Current Legislative Session

- A. Article 13.13- FTO Pay: new language added- "A bargaining unit employee who is FTO-qualified shall receive a premium of 5% of regular wages for time in conducting scheduled training classes."
- B. Article 21.2- Geographic Differential: new language added- there is now a geographic differential of 5% for Juneau and 8% for Ketchikan.
- C. Article 21.6D- Acting in a Higher Range: new language- "An employee who has received prior written delegation from his/her division director or designee to perform essentially all of the duties of a specific position in a higher pay range than the employee's own shall be paid at the step of the higher range that would be appropriate in case of promotion. Upon commencement of duties in the bargaining unit member's regular position, the bargaining unit member will return to the normal rate of pay."
-The language that was taken out of the contract stated that the employee must be in this acting position for 7 or 15 days (depending on which schedule the member

was on). There is now no requirement that the employee be acting for a certain amount of time.

- D. Article 21.1A- Wages: the current salary schedule will be increased by 4% effective July 1, 2006

Article 21.1- Wages: The parties voluntarily agreed to a new Recruitment and Retention clause for Spring Creek Correctional Center (SCCC). Effective July 1, 2006, there will be a one step pay increase for all CO's at SCCC who have been there one consecutive year. There will be a 2 step pay increase for all CO's who have been there at least 2 consecutive years. Employees who have earned placement at the final step in the range shall receive the equivalent of the appropriate step increase established above. This step is not earned and will not follow them to any other institution.

- E. Article 24.2B- Safety and Health: new language- "When a qualifying member provides proof of having undergone an annual physical, the Employer will reimburse that member for actual, receipted out of pocket expenditures up to two hundred dollars (\$200)."
- F. Article 17.3- Insurance: Effective July 1, 2006, the Employer health insurance contribution shall be eight hundred and thirty eight dollars (\$838) per month per eligible employee.

Future Legislative Sessions

- A. Effective July 1, 2007, the wage schedule provided in Article 21.1 shall be increased by 3%. Effective July 1, 2008, the wage schedule provided in Article 21.1 shall be increased by 3%.
- B. Effective July 1, 2007, ACOA members will receive a floating holiday. Article 19- Holiday: new language added- "The holiday formerly known as Lincoln's Holiday shall be treated as a floating holiday. On February 12 of each year, the member's personal leave account shall be credited with eight hours of personal leave."
- C. Effective July 1, 2007 and July 1, 2008, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.

II. Terms of Interest not requiring Specific Approval or Appropriation.

A. Article 25.3- Compensation for I T Travel: This section now only applies when the Prisoner Transportation Officer (PTO) is required to stay overnight during the course of a prisoner transport. If the transport is a one-day trip (even though it may be further than 50 miles), the PTO will be paid (if on a Regular Day Off- RDO) as per the RDO language found in Article 13.11.

III. Change in State Revenues.

No terms of this agreement would result in a change to State revenues.

IV. Change in Productive Work Hours.

There are no provisions in the agreement that would change productive work hours.

Please forward to the legislature the foregoing monetary terms in accordance with A.S. 23.40.215

cc: All Commissioners

All Administrative Services Directors

Kim Gamero, Director
Division of Finance

Art Chance, Director
Division of Labor Relations

Mila Cosgrove, Director
Division of Personnel



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Memorandum

TO: Senator Green, Cochair
Senator Wilken, Cochair
Senate Finance Committee

FROM: Kirsten Waid *Kirsten Waid*
Secretary of the Senate

DATE: March 15, 2006

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, President Stevens has referred the following to your committee for review:

Report from the Commissioner of the Department of Administration stating the amended monetary terms for the collective bargaining agreement reached between the State and the Alaska Correctional Officers Association (interest arbitration award).

Attachments

KW:jes

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

FRANK H. MURKOWSKI, GOVERNOR

P.O. BOX 110200
JUNEAU, ALASKA 99811-0200
PHONE: (907) 465-2200
FAX: (907) 465-2135

March 13, 2006

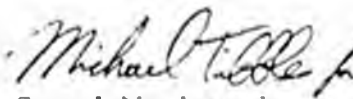
The Honorable Ben Stevens
Senate President
Alaska State Capitol, Room 111
Juneau, AK 99801-1182

Dear President Stevens:

Attached is an amended monetary terms report of the collective Bargaining Agreement between the State and the Alaska Correctional Officers Association. The Arbitration's award led to some confusion and after further analysis, it was determined that there was in fact a change in productive work hours.

If I or my staff may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,



Scott J. Nordstrand
Commissioner

Enclosure



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MEMORANDUM

State of Alaska
Department of Administration
Office of the Commissioner

To: Cheryl Frasca
Director
Office of Management and Budget
Office of the Governor

Date: March 13, 2006

From: Scott J. Nordstrand *MTJ*
Commissioner

Phone: 465-5671

Subject: Amended Monetary terms of the Collective Bargaining Agreement between the State and the Alaska Correctional Officers Association.

This is an amended monetary terms report. The Arbitrator's award led to some confusion and after further analysis, it was determined that there was in fact a change in productive work hours.

The Department of Administration has received the Interest Arbitration award from the Arbitrator for the Bargaining Agreement of the Correctional Officers represented by the Alaska Correctional Officers Association (ACOA). Pursuant to A.S. 23.40.215, the monetary terms of the award require legislative approval.

I. Terms Requiring Appropriation

Current Legislative Session

- A. Article 13.13- FTO Pay: new language added- "A bargaining unit employee who is FTO-qualified shall receive a premium of 5% of regular wages for time in conducting scheduled training classes."
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-The language that was taken out of the contract stated that the employee must be in this acting position for 7 or 15 days (depending on which schedule the member was on). There is now no requirement that the employee be acting for a certain amount of time.

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- C. Effective July 1, 2007 and July 1, 2008, the Employer health insurance contribution will increase by an amount of money not exceeding that necessary to maintain comparable coverage under the current Select Benefits Default/Economy Plan.
- II. Terms of Interest not requiring Specific Approval or Appropriation.
- A. Article 25.3- Compensation for PT Travel: This section now only applies when the Prisoner Transportation Officer (PTO) is required to stay overnight during the course of a prisoner transport. If the transport is a one-day trip (even

though it may be further than 50 miles), the PTO will be paid (if on a Regular Day Off- RDO) as per the RDO language found in Article 13.11.

III. Change in State Revenues.

No terms of this agreement would result in a change to State revenues.

IV. Change in Productive Work Hours.

A. Article 13.3- Forty-two hour schedule: The contract now provides that employees who were working a forty (40) hour schedule will now work a forty-two (42) hour schedule with overtime commencing after forty-two (42) hours of work.

Please forward to the legislature the foregoing monetary terms in accordance with A.S. 23.40.215

cc: All Commissioners

All Administrative Services Directors

Kim Garner, Director
Division of Finance

Art Chance, Director
Division of Labor Relations

Mila Cosgrove, Director
Division of Personnel