

Leg. Finance - House & Senate Finance Comte Files (1973-74) 8879

SB 449am, 449, 450, 450am, 451 308 306



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

4/26/89
Date

"An Act relating to pay for state employees; and providing for an effective date."

COMMITTEE REPORT

HOUSE

3/22/74

Mr. Speaker:

Date 4/13/74

The Committee on FINANCE has had 30 425 am

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH ^HCS FOR 4779 AND THAT

^HCS FOR 477 DO PASS

"and" recommends it BE REFERRED TO THE _____

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	_____

Members NOT concurring in the Majority report:

<u>PEEKINS</u>	recommends:	<u>Do not amend</u>
<u>[Signature]</u>	recommends:	<u>Do not amend</u>
<u>[Signature]</u>	recommends:	<u>Do not amend</u>
<u>[Signature]</u>	recommends:	<u>Do not amend</u>
<u>[Signature]</u>	recommends:	<u>Do not amend</u>

[Signature] Chairman

Introduced: 2/27/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 449

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to pay for state employees; and
7 providing for an effective date."

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

9 * Section 1. AS 39.27.010 is repealed and re-enacted to read:

10 Sec. 39.27.010. BASIC SALARY SCHEDULE. The following monthly
11 basic salary schedule is approved as the pay plan for classified
12 and partially exempt employees of the state except those employees
13 who are members of the labor trades and crafts bargaining unit
14 formed under the authority of the Public Employment Relations
15 Act:

16 Range	Step	Step	Step	Step	Step	Step
17 No.	A	B	C	D	E	F
18 5	--	--	--	--	--	709
19 6	--	--	--	709	731	754
20 7	--	709	731	754	777	802
21 8	731	754	777	802	827	854
22 9	777	802	827	854	881	909
23 10	827	854	881	909	939	969
24 11	881	909	939	969	1001	1034
25 12	939	969	1001	1034	1073	1113
26 13	1001	1034	1073	1113	1155	1198
27 14	1073	1113	1155	1198	1243	1290
28 15	1155	1198	1243	1290	1338	1389
29 16	1243	1290	1339	1389	1441	1495

1	17	1338	1389	1441	1495	1551	1609
2	18	1441	1495	1551	1609	1669	1732
3	19	1551	1609	1669	1732	1797	1864
4	20	1669	1732	1797	1864	1934	2007
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6	22	1934	2007	2082	2160	2241	2325
7	23	2082	2160	2241	2325	2412	2503
8	24	2149	2223	2299	2379	2461	2547
9	25	2299	2379	2461	2547	2635	2727
10	26	2379	2461	2547	2635	2727	2828
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* Sec. 2. AS 39.27 is amended by adding a new section to read:

Sec. 39.27.015. COST-OF-LIVING ADJUSTMENTS. (a) If the cost-of-living determined by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Anchorage, Alaska increases 3.5 per cent or more between January 1, 1974 and July 1, 1974, the commissioner of administration shall adjust and increase the basic pay plan in AS 39.27.010 effective August 16, 1974 as follows:

Consumer Price Index Anchorage	Salary Schedule
Increase Per cent	Increase Per cent
at least 3.5 per cent but less than 4.5 per cent	1
at least 4.5 per cent but less than 5.5 per cent	2
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at least 6.5 per cent but less than 7.5 per cent	4
at least 7.5 per cent but less than 8.5 per cent	5
at least 8.5 per cent but less than 9.5 per cent	6
at least 9.5 per cent but less than 10.5 per cent	7

(b) If the cost-of-living determined by the United States

1 Department of Labor, Bureau of Labor Statistics Consumer Price Index for
2 Anchorage, Alaska increases more than 10.5 per cent between January 1,
3 1974 and July 1, 1974, the commissioner of administration shall adjust
4 and increase the basic pay plan in AS 39.27.010 effective August 16,
5 1974 at the same basic rate of progression provided in (a) of this
6 section.

7 (c) If the cost-of-living determined by the United States
8 Department of Labor, Bureau of Labor Statistics Consumer Price Index for
9 Anchorage, Alaska increases 3.5 per cent or more between July 1, 1974
10 and December 31, 1974, the commissioner of administration shall adjust
11 and increase the basic pay plan in AS 39.27.010 effective February 16,
12 1975 as follows:

13 Consumer Price Index Anchorage	Salary Schedule
14 Increase Per cent	Increase Per cent
15 at least 3.5 per cent but less than 4.5 per cent	1
16 at least 4.5 per cent but less than 5.5 per cent	2
17 at least 5.5 per cent but less than 6.5 per cent	3
18 at least 6.5 per cent but less than 7.5 per cent	4
19 at least 7.5 per cent but less than 8.5 per cent	5
20 at least 8.5 per cent but less than 9.5 per cent	6
21 at least 9.5 per cent but less than 10.5 per cent	7

22 (d) If the cost-of-living determined by the United States
23 Department of Labor, Bureau of Labor Statistics Consumer Price Index for
24 Anchorage, Alaska increases more than 10.5 per cent between July 1,
25 1974 and December 1, 1974, the commissioner of administration shall
26 adjust and increase the basic pay plan in AS 39.27.010 effective
27 February 16, 1975 at the same basic rate of progression provided in
28 (c) of this section.

29 * Sec. 3. AS 39.27.020 is repealed and re-enacted to read:

1 Sec. 39.27.020. PAY STEP DIFFERENTIALS BY ELECTION DISTRICT AND
 2 OUTSIDE THE STATE. (a) The following pay step differentials are
 3 approved as an amendment to the basic salary schedule provided in
 4 sec. 10 of this chapter:

House Election District	Pay Steps Above Basic Salary Schedule
1	0
2	1
3	1
4	0
5	2
6	4
7	1
8	0
9	2
10	2
11	2
12	7
13	7
14	8
15	9
16a (South of Arctic Circle)	3
16b (North of Arctic Circle)	9
17	9
18	7
19	8
Outside the State	minus 6

22 (b) For purposes of (a) of this section "election district"
 23 means an election district designated in the governor's proclamation
 24

1 of reapportionment and redistricting of December 7, 1961 and retained
2 as to the House of Representatives by the governor's proclamation of
3 September 3, 1965.

4 * Sec. 4. It is the intent of the legislature that the permanent
5 employees of the legislative branch receive pay increments comparable to
6 the pay received by the classified and partially exempt employees under
7 AS 39.27.010 - 29.27.020.

8 * Sec. 5. State employees who are members of the labor trades and
9 crafts bargaining unit formed under the authority of the Public Employment
10 Relations Act shall be paid according to the salary provisions of
11 AS 39.27.010 - 39.27.025 as those provisions read on the day before the
12 effective date of this Act.

13 * Sec. 6. This Act is retroactive to January 16, 1974.

14 * Sec. 7. This Act takes effect on the day after its passage and
15 approval or on the day it becomes law without approval.
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Introduced: 2/27/74
Referred: Finance

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2 Anchorage, Alaska increases more than 10.5 per cent between January 1,
3 1974 and July 1, 1974, the commissioner of administration shall adjust
4 and increase the basic pay plan in AS 39.27.010 effective August 16,
5 1974 at the same basic rate of progression provided in (a) of this
6 section.

7 (c) If the cost-of-living determined by the United States
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9 Anchorage, Alaska increases 3.5 per cent or more between July 1, 1974
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24 Anchorage, Alaska increases more than 10.5 per cent between July 1,
25 1974 and December 1, 1974, the commissioner of administration shall
26 adjust and increase the basic pay plan in AS 39.27.010 effective
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5 House Election District	6 Pay Steps Above Basic Salary Schedule
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9 3	1
10 4	0
11 5	2
12 6	4
13 7	1
14 8	0
15 9	2
16 10	2
17 11	2
18 12	7
19 13	7
20 14	8
21 15	9
22 16a (South of Arctic Circle)	3
23 16b (North of Arctic Circle)	9
24 17	9
25 18	7
26 19	8
27 Outside the State	minus 6

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James O. Smith
Signature of Camera Operator

4/26/89
Date

COMMITTEE REPORT

SENATE

2/27/74

Mr. President:

Date March 14, 1974

The Committee on FINANCE has had SB 440 relating to pay for state employees under consideration. A Majority of the members of the Committee

- () recommends it DO PASS
- () recommends it DO NOT PASS
- () recommends it DO PASS WITH ATTACHED AMENDMENT(S)
- () recommends it BE REPLACED WITH CS FOR _____ AND THAT CS FOR _____ DO PASS
- () "and" recommends it BE REFERRED TO THE _____ COMMITTEE
- () reports it back WITHOUT RECOMMENDATION

(X) "other" reports it back with attached amendment and individual recommendations.

Members signing the Majority report:

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

Members NOT concurring in the Majority report:

- _____ recommends:
- _____ recommends:
- _____ recommends:
- _____ recommends:
- _____ recommends:

[Signature] Chairman

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 549

_____ HOUSE BILL NO. _____

AMENDMENT: Page 2 Lines 1 through 7

Delete and insert the following:

22	2149	2223	2299	2379	2451	2547
23	2299	2379	2451	2547	2635	2727
24	2379	2451	2547	2635	2727	2823
25	2451	2547	2635	2727	2823	2922
26	2547	2635	2727	2823	2922	

Introduced: 2/27/74
Referred: Finance

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EIGHTH LEGISLATURE - SECOND SESSION

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A BILL

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7 providing for an effective date."

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Sec. 39.27.010. BASIC SALARY SCHEDULE. The following monthly

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12

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formed under the authority of the Public Employment Relations

15

Act:

16

Range	Step	Step	Step	Step	Step	Step
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17

No.	A	B	C	D	E	F
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18

5	--	--	--	--	--	709
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19

6	--	--	--	709	731	754
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20

7	--	709	731	754	777	802
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21

8	731	754	777	802	827	854
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22

9	777	802	827	854	881	909
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23

10	827	854	881	909	939	969
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24

11	881	909	939	969	1001	1034
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12	939	969	1001	1034	1073	1113
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27

14	1073	1113	1155	1198	1243	1290
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15	1155	1198	1243	1290	1338	1389
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29

16	1243	1290	1339	1389	1441	1495
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Date

Committee Report

S E N A T E

2/21/74

March 15 1974

Date

Mr. President:

The Committee on Finance has had SB 454
relating to pay for state employees (retroactive pay increase)
under consideration. A majority of the members of the Committee

- recommends it do pass
- recommends it do not pass
- recommends it do pass with attached amendment(s)
- recommends it be replaced with CS for _____ and that
CS for _____ do pass
- (and) recommends it be referred to the _____
committee
- reports it back without recommendation
- (other) relating to pay for state employees (retroactive pay increase)
Individual recommendations

MEMBERS SIGNING THE MAJORITY REPORT:

MEMBERS NOT CONCURRING IN THE MAJORITY REPORT:

_____ recommends:
_____ recommends:
_____ recommends:
_____ recommends:
_____ recommends:

CHAIRMAN

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 450

_____ HOUSE BILL NO. _____

AMENDMENT: Page 1 Line 0

Insert the word "retroactive" after the word "to" and before the word "pay"

Page 1, line 11

Delete "paid to the officer or employee by the state" and insert "earned by the officer or employee of the state"

Para 1 between lines 21 and 22 insert a new subsection (5) to read:

(5) persons elected to public office by popular vote or appointed to fill vacancies in elected office.

Page 1 between lines 21 and 22 insert a new Sec. 3 to read:

* Sec. 3. It is the intent of the legislature that the permanent employees of the legislative branch and the permanent and temporary employees of the judicial branch receive pay comparable to the pay received by permanent and temporary state officers and employees under Sections 1 and 2 of this Act.

Remainder subsequent sections accordingly.

Introduced: 2/27/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 450

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to pay for state employees; and
7 providing for an effective date."

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

9 * Section 1. Each permanent and temporary state officer and employee
10 shall receive a retroactive pay increase of six per cent of all gross wages
11 paid to the officer or employee by the state during the period July 16, 1973,
12 through January 15, 1974, or during any part of that period.

13 * Sec. 2. This Act does not apply to

14 (1) an employee of the division of marine transportation who
15 is part of the exempt service as defined in AS 39.25.110(12);

16 (2) a certificated employee of the state-operated school system;

17 (3) a person who terminates employment with the state for any
18 reason before February 19, 1974;

19 (4) an officer or employee of the state who is a member of the
20 labor trades and crafts bargaining unit formed under the authority of the
21 Public Employment Relations Act.

22 * Sec. 3. This Act takes effect on the day after its passage and
23 approval or on the day it becomes law without approval.

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29

February 27, 1974

The Honorable Terry Miller
President of the Senate
Alaska State Legislature
Juneau, Alaska 99801

Dear Mr. President:

With this letter I am transmitting a copy of the agreement between the state and the Alaska Public Employees Association representing the general government bargaining unit as approved by the employees and signed on February 19, 1974. This document is submitted to aid and assist you in your deliberations on the seven employee pay and benefit bills which I sent to you today for introduction.

It should be noted that Section 3 of Article VII of the contract relating to an agency shop is presently being voted on by members of the general government bargaining unit. However, the outcome of this election will have no effect on the proposals I am transmitting to you.

I respectfully urge your early consideration of the legislation that I have submitted to you today relating to this contract. The passage of this package is most important to our dedicated state employees.

Sincerely,

William A. Egan
Governor

ARTICLE I

DEFINITION OF TERMS

Section 1 - Tense, Number and Gender.

As used in this Agreement:

(a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.

(b) Words in the singular number include the plural, and words in the plural number include the singular.

(c) Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 - Definitions.

(a) "Bargaining unit" in this Agreement means the General Government Unit.

(b) "Dependent" in this Agreement with respect to the Health Insurance is limited to

- (1) the employee's wife or husband, as the case may be, and
- (2) the employee's unmarried children under 23 years of age, and residing in the United States of America (including Puerto Rico) or Canada.

However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will be continued while the incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

(c) "Disciplinary grievance" in this Agreement means a procedure of review provided for in Article XV whereby a permanent employee can seek review of his dismissal, demotion or a single suspension in excess of thirty (30) days.

(d) "Employee" in this Agreement means a person in the state service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(e) "Holiday" in this Agreement means:

- (1) The first of January, known as New Year's Day
- (2) The 12th of February, known as Lincoln's Birthday
- (3) The third Monday in February, known as Washington's Birthday

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- (4) The last Monday in March, known as Seward's Day
- (5) The last Monday in May, known as Memorial Day
- (6) The Fourth of July, known as Independence Day
- (7) The first Monday in September, known as Labor Day
- (8) The 18th of October, known as Alaska Day
- (9) The 11th of November, known as Veterans' Day
- (10) The fourth Thursday in November, known as Thanksgiving Day
- (11) The 25th of December, known as Christmas Day
- (12) Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal holiday.

(f) "Personnel file" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer.

(g) "Supervisor" in this Agreement means a person outside the General Government Unit who exercises authority over the employee on behalf of the Employer.

(h) "Temporary" in this Agreement means a person in the state service who is paid a salary or wage and holds temporary status working in a position that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(i) "Work week" in this Agreement with respect to overtime shall consist of 37 1/2 hours in pay status from Sunday midnight to the following Sunday midnight. Actual attendance on duty required by the Employer in addition to the above-described "work week" shall be considered overtime hours.

ARTICLE II

RECOGNITION

Section 1 - General recognition.

The State of Alaska, hereinafter referred to as the Employer, recognizes the Alaska Public Employees Association, hereinafter referred to as APEA, as the exclusive representative of all permanent, probationary, provisional and temporary employees in the General Government Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment. The Employer shall have the exclusive right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit, provided that APEA shall have the right to submit any recommendations concerning the placement of such classifications. The words "employee" and "employees" as used in this Agreement shall mean only employees serving in the General Government Unit except temporaries, provided that temporaries, while not defined as employees under this Agreement, are nevertheless members of the General Government Unit.

Section 2 - Representation of temporaries recognized.

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to permanent positions in the bargaining unit. The Employer and APEA now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the Employer, except as provided for in this Article or as specifically provided for in subsequent Articles.

(a) All temporaries shall meet the minimum qualifications as required of individuals seeking permanent employment in the class into which they are to be hired.

(b) Temporary employment of an individual shall not normally exceed six consecutive months in any 12-month period.

(c) If the Employer feels it is necessary to continue a temporary, one extension for a period of three additional months may be granted by the Director of Personnel provided he furnishes notification to APEA at the time approval is granted.

(d) An individual hired into a class covered by this Agreement as a temporary must perform the work of that class and may not be paid less than the entry step of the range assigned to the class in which he is to work.

ARTICLE III

STATEMENT OF POLICY AND PURPOSE

It is the policy of the Employer and APEA to continue harmonious and cooperative relationships between State employees and the Employer and to insure orderly and uninterrupted operations of government. This policy is effectuated by the provisions of the Public Employment Relations Act, AS 23.40, granting public employees the rights of organization and collective bargaining concerning the determination of terms and conditions of their employment. The Employer and APEA now desire to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following:

(a) To recognize the legitimate interests of the employees of the State of Alaska to participate through collective bargaining in the determination of the terms and conditions of their employment.

(b) To promote fair and reasonable working conditions.

(c) To promote individual efficiency and service to the citizens of the State.

(d) To avoid interruption or interference with the efficient operation of State government.

(e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

ARTICLE IV

MERIT PRINCIPLES

The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and, pursuant to AS 23.40.070 (3), shall use all due diligence to maintain merit principles among public employees.

ARTICLE V

NON-DISCRIMINATION

APEA agrees to continue to admit all State employees and temporaries to membership and to represent all employees and temporaries without regard to race, religion, color, national origin, age, sex, physical handicap, or political affiliation.

ARTICLE VI

MANAGEMENT RIGHTS

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the State and to direct its workforce. Such functions of the Employer include, but are not limited to:

(a) recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

(b) assign and direct the work; develop and modify class specifications as well as assignment of the salary range for each classification, and allocate positions to these classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

(c) reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote, or dismiss employees for just cause;

(d) establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation.

All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by APEA as being retained by the Employer.

ARTICLE VII

APEA SECURITY

Section 1 - Membership.

Employees or temporaries covered under this Agreement will not be required to become a member of APEA as a condition of their employment, and there shall be no discrimination against an employee or temporary because of his membership or non-membership in APEA. Employees and temporaries may or may not join APEA at their discretion.

Section 2 - Exclusive Negotiations with APEA.

The Employer will not negotiate or handle grievances with any employee organization other than APEA with reference to terms and conditions of employment of employees and temporaries in the General Government Unit. When individuals or organizations other than APEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to APEA. Arrangements will then be made by APEA to represent these other organizations or individuals.

Section 3 - Agency Shop.

It is further recognized that APEA owes the same responsibilities to all employees and is to provide benefits and services to all employees whether or not they are members of APEA. All employees and temporaries shall, as a condition of continued employment, either become a member of APEA and pay APEA dues or pay an agency fee to APEA equal to the amount of APEA dues assessed uniformly against all APEA members. Payment of APEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

Section 4 - Checkoff and Payroll Deductions.

Employees and temporaries who desire to have dues, fees, or other employee benefits, as specified in this section, deducted from the pay to which they would otherwise be entitled and have those funds paid to APEA shall authorize such payroll deductions by executing a checkoff on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization the Employer shall make the deductions so authorized and promptly forward these deductions to APEA.

APEA shall have the right to receipts from deduction of APEA and EPIC dues, or agency fees, APEA-sponsored insurance premiums and APEA-sponsored employee benefits as agreed to by the parties to this Agreement and as previously authorized or as may be authorized by the employee or temporary. No other employee organization shall be accorded payroll deduction privileges with regard to the bargaining unit. The Executive Director of APEA shall immediately notify the Director of Personnel of the State of Alaska in writing of any decrease or increase in authorized dues or fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice.

The Employer shall remit employee-authorized APEA deductions to the duly authorized representative of APEA, together with a list of the names of the employees and temporaries from whose pay deductions were made. APEA agrees to hold the Employer free from all

Liability in connection with the collection of dues or fees except that the Employer shall be held to the exercise of ordinary diligence and care in transmittal of the monies to APEA.

Section 5 - Meeting Space.

Where there is appropriate available meeting space in buildings owned or leased by the Employer, this space may be used for meetings by APEA, provided that a request is approved in advance pursuant to the rules of the department or the agency concerned.

Section 6 - List of Employees.

The Employer shall furnish to APEA a list of employees and their addresses in the unit twice yearly at no cost to APEA. The first such listing will be furnished as soon as possible after execution of this Agreement. The Employer shall furnish to APEA lists of employees and their addresses at other reasonable times on request from APEA. APEA will pay the costs of such additional lists. APEA shall receive, without charge, a monthly computer printout which lists the names of employees and temporaries, and which indicates whether or not an employee or temporary has a payroll deduction for dues or fees.

Section 7 - Access to Employees.

The Employer may make time available to APEA representatives at regularly scheduled new employee orientation meetings for the purpose of providing information concerning APEA.

ARTICLE VIII

CONCLUSION OF COLLECTIVE BARGAINING

It is agreed that this Agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties have had leading to or resulting in the execution and delivery of this Agreement or any amendments to it, and that nothing which is not a written and executed portion of this Agreement shall be referred to in connection with its construction.

This Agreement is the entire agreement between the Employer and APEA. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

The parties agree to jointly support any legislation or administrative action necessary to implement the provisions of this Agreement.

ARTICLE IX

DURATION OF AGREEMENT

This Agreement shall become effective upon the date it has been signed by both parties and shall remain in effect until December 31, 1974. It shall be renewed automatically thereafter from year to year unless either party shall give written notice during the period from December 1 to December 31 of any year of its desire to amend or modify this Agreement.

ARTICLE I

SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement and any personnel memoranda or rules of the merit system, the terms of this Agreement shall supersede those memoranda or rules in their application to the bargaining unit.

ARTICLE XI

PAST PRACTICES

During the duration of this Agreement, neither party will unilaterally seek statutory change from the legislature in any current law affecting the General Government Unit pertaining to wages, hours and other terms and conditions of employment.

In addition, prior to enacting any change in the Personnel Rules, the Commissioner of Administration shall inform APEA of the proposed changes and shall allow APEA a reasonable time to make a statement of its views and suggestions concerning the desirability of the proposed changes.

ARTICLE XII

AVAILABILITY OF PARTIES TO EACH OTHER

APEA and the Employer agree to meet at reasonable times for a discussion of this Agreement, its interpretations, continuation or modification. APEA and the Employer agree to designate representatives having authority to negotiate for their respective interests.

ARTICLE XIII

NO STRIKE OR LOCKOUT

APEA agrees that during the life of this Agreement APEA, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer.

The Employer agrees that during the life of this Agreement, there will be no lockout.

Any violation of this Article by APEA or the Employer is not subject to the Grievance-Arbitration procedure, and either party may pursue such legal remedies as provided by law.

Disciplinary action taken against an employee for violation of this Article is subject to the Grievance-Arbitration procedure.

ARTICLE XIV

SAVING CLAUSE

Section 1 - Violations.

If any Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and APEA to be in violation of any Federal, State, or local law or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

Section 2 - Replacement.

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of Federal, State or local law, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

ARTICLE XV

GRIEVANCE-ARBITRATION

A grievance shall be defined as any controversy or dispute arising between APEA or an employee or employees and the Employer. Having a desire to create and maintain labor relations harmony, the parties agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement or any other controversy or dispute having occasion to arise between the parties. If differences or disputes of any kind arise between APEA or the employees covered herein and the Employer, APEA or the aggrieved employee or employees, as the case may be, shall use the following procedure as the sole means of settling said difference, dispute or controversy:

STEP ONE: If there is an aggrieved employee, he shall first attempt to settle the grievance through discussion with his first level of supervision outside the bargaining unit.

STEP TWO: Failing to settle the grievance in accordance with Step One, the grievant shall then immediately reduce such grievance to writing on forms provided; such written grievance shall then be submitted to his first level of supervision outside the bargaining unit. A copy shall also be sent to the APEA representative who, along with the aggrieved employee and the supervisor, shall attempt to settle the grievance.

STEP THREE: If the grievance is not settled within five (5) full working days after submission to the APEA representative and the supervisor as set out in Step Two, the APEA representative shall immediately refer the grievance to the business representative of APEA and to the Commissioner or such other administrative head as may be the highest level supervisor of the department or agency in which the grievant is employed. The Commissioner of that department or agency shall answer the business representative within ten (10) days.

STEP FOUR: If the grievance cannot be settled as outlined in Step Three within ten (10) days after the answer of the Commissioner is received, the grievance may be submitted by APEA for settlement to the Commissioner of the Department of Administration within the succeeding ten (10) days.

STEP FIVE: ARBITRATION

A grievance which involves the meaning or application of the express terms of this Agreement or a disciplinary grievance which has not been settled at Step Four may be submitted by APEA or the Employer to arbitration.

The arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon an arbitrator within seven (7) days after either party has demanded arbitration, they shall then jointly petition the United States Federal Mediation and Conciliation Service and request that a panel of five (5) qualified arbitrators be designated. The parties shall then select a single arbitrator from such panel by alternately striking names from the panel; the party demanding arbitration shall strike the first name.

The decision of such arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this Agreement. In the case of a discharge or disciplinary grievance, the arbitrator shall have the power to return the grievant to employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to his services shall be assigned by the arbitrator to the losing party. If in the opinion of the arbitrator neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

DISCIPLINARY GRIEVANCE: It is agreed that all grievances resulting from dismissal, demotion or single suspension in excess of thirty (30) days of a permanent employee covered by this Agreement shall be entered into the procedure at Step Three.

It is agreed that the above Grievance-Arbitration procedure shall be the sole method of settling disputes, differences or controversies arising between APEA or an employee and the Employer. It is further agreed that the parties covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance-Arbitration procedure.

ARTICLE XVI

DEMOTIONS, SUSPENSIONS AND DISMISSALS

Demotions, suspensions, and dismissals shall conform to applicable law and rules, provided that the Employer shall furnish APEA and the employee with written notice thereof.

ARTICLE XVII

TRANSFERS, PROMOTIONS AND DEMOTIONS

Lists: An employee who is refused certification from or to an eligible list or whose name is removed from an eligible list shall be notified of such action by written notice and explanation from the Division of Personnel. An employee may have his name placed on the transfer list by submitting the proper forms to the Division of Personnel; this does not necessitate the approval of the employee's supervisor.

Pay: An employee who has served one-half or more of the time required to be considered for his next merit increase shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

An employee who has served less than one-half of the time required to be considered for his next merit increase shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of one step, whichever is greater.

Demotions: An employee who is demoted for just cause or receives a voluntary demotion shall enter the new range at the same step as the step occupied in the higher range or at such other step approved by the Director of Personnel.

ARTICLE XVIII

OVERTIME, RECALL AND STANDBY

Section 1 - Overtime.

The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. Public safety classifications now excluded shall also be considered under Fair Labor Standards Act criteria. All work performed by eligible employees in excess of thirty-seven and one-half (37 1/2) hours per work week is overtime and shall be paid at the rate of time and one-half of regular pay. Compensatory time may be substituted at the same rate.

Section 2 - Distribution of Overtime.

It is the policy of the Employer, insofar as possible, to equalize the distribution of overtime among employees. A record of actual overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate APEA representatives with the prior approval of the employee.

Section 3 - Recall and Standby.

(a) Recall

The parties recognize that it is necessary from time to time to recall employees to the job outside their normal working hours. The parties agree that all hours worked, outside the scheduled shift as the result of recall, shall be considered overtime hours. All employees are subject to recall and APEA specifically acknowledges that an employee obligation exists.

(b) Standby Roster

When employees are ordered to remain at home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. Assignments to a standby roster shall be, insofar as it is possible, equitably rotated among employees normally required to perform the anticipated duties; provided that nothing in this Article shall preclude the assignment of an individual to a standby roster whose knowledge, skill or ability make him the most logical choice for the anticipated tasks. An amount equal to ten (10) percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

Section 4 - Continuous Hours of Work.

An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one twenty-four (24) hour period except in a dire emergency.

Section 5 - Holiday Pay.

All hours worked on a holiday shall be considered as overtime hours. Employees eligible to receive overtime pay under existing regulations shall be compensated at the rate of one and one-half (1.5) times the hourly base salary in addition to the applicable base salary for that holiday. Compensatory time may be substituted at the same rate.

ARTICLE XIX

SICK LEAVE

An employee may be granted sick leave for a medical or dental appointment or illness for himself or his immediate family at the discretion of the supervisor. Such absence, at the discretion of the supervisor, may be required to be supported by a physician's certificate.

ARTICLE XX

TIME OFF TO VOTE

The Employer shall provide reasonable and necessary time off for employees covered by this Agreement to vote in local, municipal, borough, State, Federal, and special elections; provided that the employee is unable, in the view of the Employer, to vote outside working hours.

ARTICLE XXI

BASIC SALARIES

Section 1 - Retroactive Pay.

The parties agree that employees and temporaries shall receive a six percent (6%) wage increase retroactive to 16 July, 1973. The retroactive increase shall apply to gross wages paid by the Employer to employees and temporaries from 16 July, 1973, to 15 January, 1974, who are on the payroll on the date this Agreement is signed by the parties.

Section 2 - Salary Schedule.

Effective 16 January, 1974, the following monthly salary schedule is approved as the basic pay plan for employees and temporaries subject to this Agreement.

RANGE NO.	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
5						709
6				709	731	754
7		709	731	754	777	802
8	731	754	777	802	827	854
9	777	802	827	854	881	909
10	827	854	881	909	939	969
11	881	909	939	969	1001	1034
12	939	969	1001	1034	1073	1113
13	1001	1034	1073	1113	1155	1198
14	1073	1113	1155	1198	1243	1290
15	1155	1198	1243	1290	1338	1389
16	1243	1290	1338	1389	1441	1495
17	1338	1389	1441	1495	1551	1609
18	1441	1495	1551	1609	1669	1732
19	1551	1609	1669	1732	1797	1864
20	1669	1732	1797	1864	1934	2007
21	1797	1864	1934	2007	2082	2160
22	1934	2007	2082	2160	2241	2325
23	2082	2160	2241	2325	2412	2503
24	2241	2325	2412	2503	2596	2694
25	2412	2503	2596	2694	2795	2900
26	2503	2596	2694	2795	2900	3008
27	2596	2694	2795	2900	3008	3121
28	2694	2795	2900	3008	3121	

Section 3 - Cost-of-Living Adjustment.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between 1 January, 1974, and 1 July, 1974, the Employer shall adjust Section 2 of this Article so that the basic pay plan shall be increased effective 16 August, 1974, as shown below in the Consumer Price Index Table.

If the Consumer Price Index for Anchorage, published by the Bureau of Labor Statistics, rises more than three percent (3%) between 1 July, 1974, and 31 December, 1974, the Employer shall adjust Section 2 of this Article so that the basic pay plan shall be increased effective 16 February, 1975, as shown below in the Consumer Price Index Table.

CONSUMER PRICE INDEX TABLE

Consumer Price Index Anchorage Increase Percent	Salary Schedule Increase Percent
at least 3.5% but less than 4.5%.....	1
at least 4.5% but less than 5.5%.....	2
at least 5.5% but less than 6.5%.....	3
at least 6.5% but less than 7.5%.....	4
at least 7.5% but less than 8.5%.....	5
at least 8.5% but less than 9.5%.....	6
at least 9.5% but less than 10.5%.....	7

If the Consumer Price Index increases 10.5% or more, the basic pay plan shall be increased consistent with the above progression.

Section 4 - Pay Step Differentials by Geographic Areas.

The following pay step differentials are approved as an amendment to the basic pay plan provided for in Section 2 of this Article.

Illustrative Place Names	House Election District	Steps Above Basic Pay Plan
Ketchikan-Prince of Wales	1.....	0
Wrangell-Petersburg	2.....	1
Sitka	3.....	1
Juneau	4.....	0
Icy Strait-Lynn Canal	5.....	2
Cordova-Valdez	6.....	4
Palmer-Wasilla	7.....	1
Anchorage	8.....	0
Seward	9.....	2
Kenai-Cook Inlet	10.....	2
Kodiak	11.....	2
Aleutian Islands	12.....	7
Bristol Bay	13.....	7
Bethel	14.....	8
Yukon-Kuskokwim	15.....	9
Fairbanks	16a(South of Arctic Circle).....	3
Fort Yukon	16b(North of Arctic Circle).....	3
Barrow-Kobuk	17.....	9
Nome	18.....	7
Wade-Hampton	19.....	8
Outside Alaska.....		minus 6

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

Section 5 - Swing and Graveyard Shift Differentials.

Employees and temporaries who regularly work a "swing" shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay as established by this Article.

Employees and temporaries who regularly work a "graveyard" shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay as established by this Article.

ARTICLE XXII

SALARY SURVEY

The conduct and compilation of the salary survey shall be the exclusive right and prerogative of the Employer, provided that the Employer shall consult APEA for input and suggestions prior to announcing such survey. With regard to the salary survey the Employer shall have no additional responsibilities to APEA.

ARTICLE XXIII

INSURANCE

In addition to insurance now provided in whole or in part by the Employer the parties agree to the following coverage during the life of this Agreement.

Section 1 - Employee Life Insurance.

The Employer shall insure the life of every employee in the principal amount of \$2,000.

Section 2 - Travel Accident Insurance.

The Employer shall insure the life of each employee against accidental death while the employee is traveling within the scope of his State employment in the amount of \$35,000. The employee shall name the beneficiary or beneficiaries.

Section 3 - Health Insurance.

The Employer shall pay the total premium for the health, dental, audio and visual insurance for the employee, the employee's spouse and the employee's dependents at the level of coverage currently afforded the employee.

ARTICLE XXIV

TRAVEL AND PER DIEM

Section 1 - Basic Per Diem.

The Employer shall provide, as appropriate, the following per diem allowances for employees covered by this Agreement while traveling on official State business in accordance with the schedule below:

Per Diem Allowances
For Employees Who Obtain Overnight Lodging

House Election District#	Steps Above Basic Per Diem	Percent Factor	Short-Term** Per Diem Rate	Long-Term Rate (60% of Short-Term)
0 *	0	100.00	\$35.00	\$21.00
1	0	100.00	35.00	21.00
4	0	100.00	35.00	21.00
8	0	100.00	35.00	21.00
2	1	103.75	36.00	21.60
3	1	103.75	36.00	21.60
7	1	103.75	36.00	21.60
5	2	107.50	38.00	22.80
9	2	107.50	38.00	22.80
10	2	107.50	38.00	22.80
11	2	107.50	38.00	22.80
16-S	3	111.25	39.00	23.40
6	4	115.00	40.00	24.00
12	7	126.25	44.00	26.40
13	7	126.25	44.00	26.40
18	7	126.25	44.00	26.40
14	8	130.00	46.00	27.60
19	8	130.00	46.00	27.60
15	9	133.75	47.00	28.20
16-N	9	133.75	47.00	28.20
17	9	133.75	47.00	28.20

The Election Districts used are those designated by the Proclamation of Reapportionment Redistricting of December 7, 1961, and retained for the House of Representatives by proclamation of the Governor September 3, 1965.

Section 2 - Non-Commercial Rates.

Non-commercial rates lower than those amounts set forth in Section 1 may be established in accordance with the May 1970, provisions of Section 7640.3 of the "State Administrative Manual".

Section 3 - Higher Rates.

Whenever the Commissioner of Administration finds that the rates set forth in Section 1 are not adequate to obtain lodging and meals in any community, he will increase the per diem allowance for that community.

* House Election District "0" denotes any place not in Alaska

** "Short-term" rate is rounded to nearest whole dollar.

Section 4 - Meal Allowances.

A meal allowance will be allowed an employee who is on travel status for at least three (3) hours:

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 a.m.	Breakfast	\$2.50
10:00 a.m. to 3:00 p.m.	Lunch	\$3.50
3:00 p.m. to midnight	Dinner	\$6.00

Section 5 - Reimbursable Travel Expenses.

Whenever an employee is required to change his place of residence because of a change in assignment, promotion or other reason related to his duties, he shall be reimbursed for transportation expenses as follows:

(a) Tourist class airfare for the employee and his dependents or sixteen cents (16¢) per mile for driving each family-owned car, whichever is used.

(b) A standard per diem for the employee, a \$15 per diem for his spouse, and a \$10 per diem for each of his other dependents while enroute. Upon arrival at the new duty station, the employee, his spouse and his dependents are entitled to per diem at the same rate as for per diem while enroute for not more than ten (10) days while the employee is seeking permanent housing.

(c) When applicable, a ticket for transportation on the State Ferry System.

(d) The Employer may authorize the payment of travel and per diem to secure housing prior to the change in duty station. Such authorization, however, will be made only if the change in duty station is at the request of the Employer.

Section 6 - Reimbursable Moving Expenses.

Employees shall be reimbursed for moving expenses under Section 7676 (3) of the "State Administrative Manual" at the rate of sixteen cents (16¢) per mile.

Section 7 - Privately Owned Autos.

Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of sixteen cents (16¢) per mile.

ARTICLE XXV

PERSONNEL FILES

An employee or temporary shall have access to his personnel file or files. Secret files will not be kept on an employee or temporary.

ARTICLE XXVI

TOOLS AND EQUIPMENT

The Employer shall not require an employee or temporary to furnish his own tools or work implements in order to perform State work.

ARTICLE XXVII

SAFETY EQUIPMENT

It shall not be a violation of this Agreement nor grounds for dismissal if an employee refuses to work on an unsafe job, provided the job is found to be unsafe by the Alaska Department of Labor. Any safety equipment required by AS 18.60 to make a job safe shall be supplied by the Employer. The Employer shall abide by AS 18.60 standards.

Disciplinary action shall not be taken under this Article until the Department of Labor has made a finding on safety. If the Department of Labor finds the job to be safe, and in the remote possibility that subsequent disciplinary action is taken, the employee shall have recourse to the established Grievance-Arbitration procedure.

The first paragraph of this Article shall also apply to temporaries.

ARTICLE XXVIII

PARKING

Every effort will be made to provide reserved parking spaces for employees who are handicapped with respect to walking capability. If spaces are available, they will be assigned as near as practical within close proximity to the employee's working area. In those areas where the parking spaces are assigned specifically to the bargaining unit handicapped employees, the number and location of bargaining unit spaces will not be modified or changed before consulting with APEA.

ARTICLE XXIX

JOINT SUPPORT OF LEGISLATION

Section 1 - Unemployment Insurance.

The Employer and APEA agree to mutually support HB 140, First Session, Eighth State Legislature, introduced on behalf of the employees by Governor Egan.

Section 2 - Change in Public Employees Retirement System Law.

The Employer and APEA agree that the Employer will submit legislation, and that the parties will mutually support such legislation during the 1974 legislative session, whereby the retirement benefit formula would be raised to two percent (2%) for all service rendered. These benefits shall be accorded to members already in retirement status and to all other members upon retirement. As to those members already retired, the two percent (2%) formula benefits would commence on the effective day of the legislation. Employee contributions shall not be increased.

Section 3 - Joint Support of Per Diem Change Legislation.

Legislation shall be introduced by the Employer and mutually supported by the parties to amend AS 39.20 as follows:

- (a) AS 39.20.110 will be amended by deleting "not to exceed the rate of \$30 for travel inside or outside the State."
- (b) AS 39.20.130 will be amended to delete "not to exceed 12 cents a mile" and replaced with "not to exceed a mileage allowance set by the Commissioner of Administration."
- (c) AS 39.20.180 (2) will be amended to read as follows: "For reimbursement for other expenses, the member is entitled to a per diem allowance prescribed by the Commissioner of Administration under the regulatory authority set out in section 160 of this chapter for each day or portion of a day spent in actual meeting or on authorized official business incident to his duties as such member."

ARTICLE XXX

PRINTING OF AGREEMENT

The Employer agrees to print and distribute copies of this Agreement at its own expense. Each employee of the General Government Unit shall receive one copy and APEA Headquarters shall receive 200 copies.

Signed this 19th day of February, 1974 at Juneau, Alaska.

For the State of Alaska

Joseph R. Henri
Joseph R. Henri

Emmitt L. Wilson
Emmitt L. Wilson

Patrick L. Bunt
Patrick L. Bunt

For Alaska Public Employees Association

Robert Stephen
Robert Stephen

Monte L. Lyons
Monte L. Lyons

Walter J. Gilmore
Walter J. Gilmore

Welles Gabier
Welles Gabier

Charles F. Reed
Charles F. Reed

Verne A. Geidl
Verne A. Geidl



File SB450

STATE OF ALASKA
OFFICE OF THE GOVERNOR

March 6, 1974

The Honorable Clifford J. Groh
Chairman, Senate Finance Committee
Alaska State Legislature
Juneau, Alaska 99801

RE: Pay Bills

Dear Senator Groh:

It was our original intent to exclude all elected officials from the terms of the retroactive pay increase bill (SB 450) but somehow this intent was overlooked in the drafting process. Consequently, we suggest that the bill be amended by inserting between lines 21 and 22 on page 1:

"(5) persons elected to public office by popular vote or appointed to fill vacancies in elected office."

The committee may also wish to add a section to SB 449 similar to the one that was included in the 1971 pay bill (Sec. 4, Ch. 87, SLA 1971):

"It is the intent of the legislature that all permanent employees of the legislative branch of the government shall receive pay increments as comparable as possible to those provided the classified and partially exempt employees in AS 39.27.010 and 39.27.020."

Perhaps a preferable form would be:

"It is the intent of the legislature that the permanent employees of the legislative branch receive pay comparable to the pay received by classified and partially exempt employees under AS 39.27.010, 39.27.015 and 39.27.020."

Sincerely,

A handwritten signature in cursive script that reads "Bob".

Robert I. Ditman
Legislative Assistant
to the Governor

POSITIONS, PERSONNEL, & FINANCIAL IMPACT OF PAY RAISE

<u>Employee Type</u>	<u>Positions</u>	<u>Employees 2/28</u>	<u>Amt. Provided in 74 Bill</u>	<u>Amt. Provided in 75 Bill</u>
Confidential Unit	120	<u>2/</u>	\$ 181.4	359.9
Supervisory Unit	1,000	<u>2/</u>	1,516.0	2,934.7
General Govt. Unit Operating Budget 3,800 Capital Budget 1,000	4,800	<u>2/</u>	7,200.8 (Excludes funds for Capital Budget)	14,692.9 (Excludes funds for Capital Budget)
Tri-trades Unit	909	<u>2/</u>	1,386.5	2,685.5
Grey Collar Unit	1,200	<u>2/</u>	1,891.8	3,685.2
Marine Transportation Units	459	459	-0-	-0-
State Teachers	972	972 <u>3/</u>	-0-	-0- (Included in regular 75 Bdgt)
University Professionals	875	875 <u>3/</u>	-0-	2,574.8
Salary Schedule Employees not eligible to join a unit	373	<u>2/</u>	570.1	1,107.4
Exempt Officials & Employees <u>1/</u> Legislators, Judges, Magistrates Governor, Lt. Gov., Commissioners, and temporary Legislative Employees All Other	957 593 364	<u>2/</u>	557.2 (Excludes funds for 593 positions <u>1/</u>)	1,079.8 (Excludes funds for 593 positions)
University Classified Employees	748	748 <u>3/</u>	1,166.2	2,266.9
University Hourly (temporaries)	245	245 <u>3/</u>	Included Above	Included Above
State Hourly (temporaries)	1,454	1,454 <u>3/</u>	Included Above	Included Above
Federal Poverty Programs	278	278	-0-	-0-
<u>2/</u> Total employees as of 2/28 Unable to breakdown		7,505		
Vacant Positions		1,854		
Totals	<u>14,390</u>	<u>14,390</u>	<u>\$14,470.0</u>	<u>\$31,387.1</u>

3/ Vacancies Unknown

MEMORANDUM

TO: Members, Alaska State Senate
Representative Freeman and Members, House Finance Committee
Representative Beirne and Members, House HESS Committee

FROM: Robert W. Hiatt *Robert W. Hiatt*
President

RE: Salaries for University Professional Staff

In connection with our budget submittal last fall and in subsequent transmittals and discussions with legislators, we have pointed out the comparatively low level of our professional staff salaries. The Governor's budget analysts were in substantial agreement with our projections of need for compensation increases of 20.9% in direct salary plus fringes.

We are pleased to learn that the total University staff are included in the Governor's statewide pay increase and benefits bills. However, we are informed by Department of Administration analysts that University professional staff have not been included for retroactive pay benefits and some other benefits.

Please note the attached copy of a letter I sent to Senator Groh on this subject seeking to get the necessary amendments in the Senate Finance Committee, together with a copy of the Board of Regents motion requesting coverage of all University staff for retroactivity, the salary increase, and all benefits. The attached analysis shows the cost of providing the retroactivity for University professional staff.

We, of course, would like to see funds provided for bringing University professional staff compensation up to the level of comparable institutions. If all increases and benefits under the state bills, including retroactivity, are extended to the University, about two-thirds of the goal will be met.

We feel strongly that the retroactivity should be provided for all University staff and request your assistance toward this end by adding \$597, ~~\$200~~ to SB 450 and \$1, \$445, \$300 to SB 451 specifically for University professional staff retroactivity.

cc: Representative Fink
Representative Bradner
Representative Banfield
Other Interested Legislators
Governor Egan

UNIVERSITY OF ALASKA

March 13, 1974

Senator Cliff Groh, Chairman
Senate Finance Committee
Alaska State Legislature
Pouch V
Juneau, Alaska 99801

Dear Senator Groh:

The attached motion represents an action taken by the Board of Regents at their meeting on March 5-6, 1974, relative to SB 450, "an Act relating to pay for state employees; and providing for an effective date," and SB 451, "an Act making a supplemental appropriation to the Department of Administration for employee pay increases and benefits; and providing for an effective date."

Based on the attached analysis, it is estimated that \$2,037,500 would need to be added to the appropriation bill in order for the University of Alaska professional staff to receive the same salary benefits afforded other University and state employees.

We request the amount be increased as indicated and the Department of Administration be instructed to include the University of Alaska professional staff in its application of the statewide supplemental pay plan.

Very truly yours,

Robert W. Hiatt, President
University of Alaska

REGENTS' SALARY MOTION

Members of the University of Alaska Board of Regents are gratified to note that both professional and classified staff of the University are included in the Governor's state-wide pay increase and benefits bill.

The Board is distressed to note, however, that under the Governor's bill professional employees of the University are not provided retroactive pay increases and further that other benefits provided most staff employees under the bill have not been specifically extended to University professional employees.

The Board of Regents has historically provided salary plans and benefits equitably to its employees regardless of classification or terms of employment. The Board, therefore, directs the administration of the University of Alaska to request the chairman of the Senate Finance Committee to amend appropriate Senate bills to insure the following:

1. Provide the 6% retroactive pay to July 1973 for University of Alaska professional staff.
2. Provide that the effective date of the additional 7-1/2% pay increase for the University of Alaska professional employees be January 1974.
3. Provide that dependent's Health Insurance coverage also be made effective January 1974 for University of Alaska professional staff.
4. Provide that necessary funds to accomplish 1-3 above be included in the appropriate bills for subsequent allocations to the University.
5. Provide that University of Alaska staff (including both classified and professional) be included under the Cost of Living Adjustment clause provided for in Senate Bill 449.

Finally, the Board of Regents reaffirms its stated goal of bringing University of Alaska professional compensation up to a competitive level-- a goal which in the fiscal year 1974-75 would require a requested 27.3 percent increase in compensation of which 20.9 percent is in direct salary and the balance in retirement and other fringe benefits.

CONTRACT COST FY 74

PROFESSIONAL UNIVERSITY OF ALASKA PERSONNEL

6% Retroactive	$\$1,171 \times 6\% = \77 per month \times 6 months = \$462 per employee \$77 per month for 6,774 man months Benefits 14.5%	521,600 <u>75,600</u>	597,200
7½% (1/1 - 6/30)	$1,248 \times 7\frac{1}{2}\% = \$94 + 77 = \$171 \times 6 = 1,026$ per employee \$171 \times 6,774 man months Benefits 14.5%	1,158,400 <u>168,000</u>	1,326,400
Health Insurance	Cost per month \$20,300 \times 4.5 months plus repayment of employee payments 1/1 - 2/15 \$22,500		113,900
			<u>\$2,037,500</u>

NOTES:

Monthly salary is an annualized determined salary

Personnel count reflect individuals on the roles on
2/15/74 or later

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Finally, the Board of Regents reaffirms its stated goal of bringing University of Alaska professional compensation up to a competitive level-- a goal which in the fiscal year 1974-75 would require a requested 27.3 percent increase in compensation of which 20.9 percent is in direct salary and the balance in retirement and other fringe benefits.

CONTRACT COST FY 74

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NOTES:

Monthly salary is an annualized determined salary

Personnel count reflect individuals on the roles on
2/15/74 or later



RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

4/26/89
Date

"An Act relating to retroactive pay for state employees; and providing for an effective date."

COMMITTEE REPORT

3/22/74

HOUSE

Mr. Speaker:

Date 4/6/74

The Committee on FINANCE has had SB 450 am

under consideration. A Majority of the members of the Committee

() recommends it DO PASS

() recommends it DO NOT PASS

(x) recommends it DO PASS WITH ATTACHED AMENDMENT(S)

() recommends it BE REPLACED WITH CS FOR _____ AND THAT

CS FOR _____ DO PASS

() "and" recommends it BE REFERRED TO THE _____

COMMITTEE

() reports it back WITHOUT RECOMMENDATION

() "other"

Members signing the Majority report:

<u>[Signature]</u>	<u>[Signature]</u>	_____
<u>[Signature]</u>	<u>[Signature]</u>	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

<u>[Signature]</u>	recommends: <u>Do Not Pass</u>
_____	recommends:
_____	recommends:
_____	recommends:
_____	recommends:

[Signature] Chairman

A M E N D M E N T

OFFERED IN THE HOUSE:

By: FINANCE

To: _____ HOUSE BILL No. _____

SENATE BILL No. 450 (am)

PAGE: 1

LINE: 26

Between the words "branch" and "receive", insert the following:

"and the University of Alaska professional employees"

Introduced: 2/27/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 450

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to retroactive pay for state
7 employees; and providing for an effective date."

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

9 * Section 1. Each permanent and temporary state officer and employee
10 shall receive a retroactive pay increase of six per cent of all gross wages
11 earned by the officer or employee of the state during the period July 16,
12 1973, through January 15, 1974, or during any part of that period.

13 * Sec. 2. This Act does not apply to

14 (1) an employee of the division of marine transportation who is
15 part of the exempt service as defined in AS 39.25.110(12);

16 (2) a certificated employee of the state-operated school system;

17 (3) a person who terminates employment with the state for any
18 reason before February 19, 1974;

19 (4) an officer or employee of the state who is a member of the
20 labor trades and crafts bargaining unit formed under the authority of the
21 Public Employment Relations Act;

22 (5) persons elected to public office by popular vote or appointed
23 to fill vacancies in elected office.

24 * Sec. 3. It is the intent of the legislature that the permanent employees
25 of the legislative branch and the permanent and temporary employees of the
26 judicial branch receive pay comparable to the pay received by permanent and
27 temporary state officers and employees under sec. 1 and 2 of this Act.

28 * Sec. 4. This Act takes effect on the day after its passage and approval
29 or on the day it becomes law without approval.

Introduced: 2/27/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 450

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

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24
25
26
27
28
29



RECORDS



CERTIFICATION

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James O. Smith
Signature of Camera Operator

4/26/89
Date

COMMITTEE REPORT

SENATE

2/27/74

Mr. President:

Date March 14, 1974

The Committee on FINANCE has had SB 451
approved Deptl Admin for employee pay increases
under consideration. A Majority of the members of the Committee

- recommends it DO PASS
- recommends it DO NOT PASS
- recommends it DO PASS WITH ATTACHED AMENDMENT(S)
- recommends it BE REPLACED WITH CS FOR _____ AND THAT
CS FOR _____ DO PASS
- "and" recommends it BE REFERRED TO THE _____
COMMITTEE
- reports it back WITHOUT RECOMMENDATION
- "other" reports it back with attached amendment and
individual recommendations.

Members signing the Majority report:

_____ DO NOT PASS AS AMENDED

Members NOT concurring in the Majority report:

_____ recommends: _____
_____ recommends: _____
_____ recommends: _____
_____ recommends: _____
_____ recommends: _____

Chairman

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 451

_____ HOUSE BILL NO. _____

AMENDMENT: Page 1 Line 11 through 22

Delete Section 1 and insert a new Section 1:

Section 1. The sum of \$5,547,500 is appropriated to the Department of Administration for the fiscal year ending June 30, 1974, for distribution for the following purposes:

Employee Six Per cent Retroactive Pay Increase	67,376,500
Employee General Pay Increase	<u>3,000,000</u>
	\$12,047,500
Less Existing Appropriated Reserves	
Fund Excess Funding	4,500,000
Vacancy Reserves	<u>2,000,000</u>
	\$ 5,547,500

Page 1, Lines 22 through 29, and Page 2, Lines 1 through 10

Delete Section 2 and insert a new Section 2:

Sec. 2. The appropriation made by Sec. 1 of this Act is from the following sources:

General Fund	24,433,000
International Airport Revenue Fund	104,000
Risk and Loss Fund	52,200
Highway Working Capital Fund	148,400

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 451

_____ HOUSE BILL NO. _____

AMENDMENT: Page _____ Line _____

Teachers' Retirement System Fund	3,000
Public Employees' Retirement System Fund	3,500
Agricultural Revolving Loan Fund	1,000
Veterans' revolving Loan Fund	10,000
FICA Administration Fund Reserve Account	2,400
Special Surplus Property Revolving Fund	
Reserve Account	5,000
Second Injury Fund Reserve Account	1,000
Sick and Disabled Fishermen's Fund Reserve	
Accounts	1,000
Federal Program Receipts	<u>713,749</u>
	55,387,230

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 451

_____ HOUSE BILL NO. _____

AMENDMENT: Page 1 Line s 11 through 22

Delete Section 1 and insert a new Section 1:

*Section 1. The sum of \$5,547,500 is appropriated to the Department of Administration for the fiscal year ending June 30, 1974, for distribution for the following purposes:

Employee Six Per cent Retroactive Pay Increase	\$3,386,600
Employee General Pay Increase	<u>8,660,900</u>
	\$12,047,500
Less Existing Appropriated Reserves	
PERS Excess Funding	4,500,000
Vacancy Reserves	<u>2,000,000</u>
	\$ 5,547,500

Page 1, Lines 22 through 29, and Page 2, Lines 1 through 10

Delete Section 2 and insert a new Section 2:

*Sec. 2. The appropriation made by sec. 1 of this Act is from the following sources:

General Fund	\$4,438,000
International Airport Revenue Fund	184,900
Fish and Game Fund	52,100
Highway Working Capital Fund	140,400

A M E N D M E N T

Offered in the SENATE

By Finance Committee

To: _____ SENATE BILL NO. 451

_____ HOUSE BILL NO. _____

AMENDMENT: Page _____ Line _____

Teachers' Retirement System Fund	3,600
Public Employees' Retirement System Fund	3,500
Agricultural Revolving Loan Fund	1,900
Veterans' Revolving Loan Fund	10,000
FICA Administration Fund Reserve Account	1,400
Special Surplus Property Revolving Fund Reserve Account	5,000
Second Injury Fund Reserve Account	1,800
Sick and Disabled Fishermen's Fund Reserve Account	1,200
Federal Program Receipts	<u>703,700</u>
	\$5,547,500

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 451

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for employee pay
8 increases and benefits; and providing for an effective
9 date."

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

11 * Section 1. The sum of \$14,470,000 is appropriated to the Department
12 of Administration for the fiscal year ending June 30, 1974, for distribution
13 for the following purposes:

14	Employee Six Per cent Retroactive Pay Increase	\$ 3,386,600
15	Employee General Pay Increase	8,660,900
16	Employee Health Insurance	1,148,800
17	Employee Travel Accident Insurance	56,300
18	Employee Life Insurance	41,800
19	Employee Per Diem Adjustment	337,500
20	Employee Overtime	<u>838,100</u>
21		\$14,470,000

22 * Sec. 2. The appropriation made by sec. 1 of this Act is from the
23 following sources:

24	General Fund	\$11,576,000
25	International Airport Revenue Fund	482,200
26	Fish and Game Fund	136,000
27	Highway Working Capital Fund	366,300
28	Teachers' Retirement System Fund	9,500
29	Public Employees' Retirement System Fund	9,000

1	Agricultural Revolving Loan Fund	5,000
2	Veterans' Revolving Loan Fund	26,000
3	FICA Administration Fund Reserve Account	3,700
4	Special Surplus Property Revolving Fund	
5	Reserve Account	13,000
6	Second Injury Fund Reserve Account	4,600
7	Sick and Disabled Fishermen's Fund Reserve	
8	Account	3,200
9	Federal Program Receipts	<u>1,835,500</u>
10		\$14,470,000

11 * Sec. 3. This Act takes effect on the day after its passage and
12 approval or on the day it becomes law without approval.

Introduced: 2/27/74
Referred: Finance

IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

SENATE BILL NO. 451

IN THE LEGISLATURE OF THE STATE OF ALASKA
EIGHTH LEGISLATURE - SECOND SESSION

A BILL

For an Act entitled: "An Act making a supplemental appropriation to the Department of Administration for employee pay increases and benefits; and providing for an effective date."

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

* Section 1. The sum of ~~\$14,470,000~~ ^{\$5,547,500} is appropriated to the Department of Administration for the fiscal year ending June 30, 1974, for distribution for the following purposes:

Employee Six Per cent Retroactive Pay Increase	\$ 3,386,600 -
Employee General Pay Increase	8,660,900 -
Employee Health Insurance	1,148,800
Employee Travel Accident Insurance	56,300
Employee Life Insurance	41,800
Employee Per Diem Adjustment	337,500
Employee Overtime	838,100
Less Existing Appropriated Reserves	\$12,047,500
PERS Excess Funding	\$14,470,000
Vacancy Reserves	4,500,000
	2,000,000

* Sec. 2. The appropriation made by sec. 1 of this Act is from the following sources:

General Fund	\$11,576,000	4,438,000
International Airport Revenue Fund	482,200	184,900
Fish and Game Fund	136,000	52,100
Highway Working Capital Fund	366,300	140,400
Teachers' Retirement System Fund	9,500	3,600
Public Employees' Retirement System Fund	9,000	3,500

Agricultural Revolving Loan Fund	5,000	1,900
Veterans' Revolving Loan Fund	26,000	10,000
FICA Administration Fund Reserve Account	3,700	1,400
Special Surplus Property Revolving Fund Reserve Account	13,000	5,000
Second Injury Fund Reserve Account	4,600	1,800
Sick and Disabled Fishermen's Fund Reserve Account	3,200	1,200
Federal Program Receipts	1,835,500	703,700
	5,547,500	
	414,470,000	

* Sec. 3. This Act takes effect on the day after its passage and approval or on the day it becomes law without approval.

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 COMMITTEE SUBSTITUTE SENATE BILL NO. 451

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for employee pay
8 increases and benefits; and providing for an effective
9 date."

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

11 * Section 1. The sum of ~~\$14,470,000~~ ^{\$7,970,000} is appropriated to the Department
12 of Administration for the fiscal year ending June 30, 1974, for distribution
13 for the following purposes:

14	Employee Six Per cent Retroactive Pay Increase	\$ 3,386,600
15	Employee General Pay Increase	8,660,900
16	Employee Health Insurance	1,148,800
17	Employee Travel Accident Insurance	56,300
18	Employee Life Insurance	41,800
19	Employee Per Diem Adjustment	337,500
20	Employee Overtime	<u>838,100</u>
21		\$14,470,000

Less Existing Appropriated Reserves

PERS excess funding

Vacancy reserves

4,500,000
<u>2,000,000</u>
\$ 7,970,000

22 * Sec. 2. The appropriation made by sec. 1 of this Act is from the
23 following sources:

24	General Fund	\$11,576,000	6,375,900
25	International Airport Revenue Fund	482,200	265,600
26	Fish and Game Fund	136,000	74,900
27	Highway Working Capital Fund	366,300	201,800
28	Teachers' Retirement System Fund	9,500	5,200
29	Public Employees' Retirement System Fund	2,000	5,000

1	Agricultural Revolving Loan Fund	5,000	2,800
2	Veterans' Revolving Loan Fund	26,000	14,300
3	FICA Administration Fund Reserve Account	3,700	2,000
4	Special Surplus Property Revolving Fund		
5	Reserve Account	13,000	7,200
6	Second Injury Fund Reserve Account	4,600	2,500
7	Sick and Disabled Fishermen's Fund Reserve		
8	Account	3,200	1,800
9	Federal Program Receipts	<u>1,835,500</u>	<u>1,011,000</u>
10		\$14,470,000	

\$ 7,970,000

11 * Sec. 3. This Act takes effect on the day after its passage and
 12 approval or on the day it becomes law without approval.

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February 27, 1974

The Honorable Terry Miller
President of the Senate
Alaska State Legislature
Juneau, Alaska 99801

Dear Mr. President:

With this letter I am transmitting a copy of the agreement between the state and the Alaska Public Employees Association representing the general government bargaining unit as approved by the employees and signed on February 19, 1974. This document is submitted to aid and assist you in your deliberations on the seven employee pay and benefit bills which I sent to you today for introduction.

It should be noted that Section 3 of Article VII of the contract relating to an agency shop is presently being voted on by members of the general government bargaining unit. However, the outcome of this election will have no effect on the proposals I am transmitting to you.

I respectfully urge your early consideration of the legislation that I have submitted to you today relating to this contract. The passage of this package is most important to our dedicated state employees.

Sincerely,

William A. Egan
Governor

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XII	AVAILABILITY OF PARTIES TO EACH OTHER.....	7
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ARTICLE I

DEFINITION OF TERMS

Section 1 - Tense, Number and Gender.

As used in this Agreement:

- (a) Words in the present tense, include the past and future tenses, and words in the future tense include the present tense.
- (b) Words in the singular number include the plural, and words in the plural number include the singular.
- (c) Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

Section 2 - Definitions.

- (a) "Bargaining unit" in this Agreement means the General Government Unit.
- (b) "Dependent" in this Agreement with respect to the Health Insurance is limited to
 - (1) the employee's wife or husband, as the case may be, and
 - (2) the employee's unmarried children under 23 years of age, and residing in the United States of America (including Puerto Rico) or Canada.

However, a dependent child who attains his 23rd birthday shall continue to be included within the term "dependent" with respect to medical benefits if proof is furnished to the insurance carrier within 30 days after his birthday that on his birthday the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that the child became so incapable prior to his attainment of age 23 and that the child is chiefly dependent upon the employee for support and maintenance. The coverage as to such child will be continued while the incapacity continues and while the employee's coverage with respect to his dependents remains in force, provided the child meets all the requirements of the definition of "dependent" except age. The insurance carrier has the right to require proof of the continuance of the incapacity of the child from time to time while this Agreement remains in force.

(c) "Disciplinary grievance" in this Agreement means a procedure of review provided for in Article XV whereby a permanent employee can seek review of his dismissal, demotion or a single suspension in excess of thirty (30) days.

(d) "Employee" in this Agreement means a person in the state service who is paid a salary or wage and holds probationary, permanent or provisional status working in a position that has been designated by the State Labor Relations Agency as a General Government Unit classification.

(e) "Holiday" in this Agreement means:

- (1) The first of January, known as New Year's Day
- (2) The 12th of February, known as Lincoln's Birthday
- (3) The third Monday in February, known as Washington's Birthday