

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

SB 500, 503, 504, 505, 508, 510, 511 311



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

COMMITTEE REPORT

3/27/74

SENATE

Mr. President:

Date _____

The Committee on FINANCE has had SB 500 Special appropriations to Department of Education & Community and Regional Affairs 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"

Members signing the Majority report:

Members NOT concurring in the Majority report:

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

_____ Chairman

Introduced: 3/27/74
Referred: Finance

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE BY
REQUEST OF THE INTERIM COMMITTEE
ON PRE-HIGHER EDUCATION

1 IN THE SENATE

2 SENATE BILL NO. 500

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 special appropriations to the Depart-
7 ments of Education and Community and Regional Affairs
8 for the dissemination of information concerning future
9 local governmental and school district organization to
10 unorganized communities; and providing for an effective
11 date."

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

13 * Section 1. The sum of \$130,000 is appropriated from the general fund to
14 the Department of Education for personal services and travel expenses to
15 disseminate information concerning future school district organization in the
16 unorganized borough.

17 * Sec. 2. The sum of \$58,755 is appropriated from the general fund to the
18 Department of Community and Regional Affairs for personal services and travel
19 expenses to disseminate information concerning future local governmental
20 organization in the unorganized borough.

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

ALASKA STATE LEGISLATURE

EIGHTH Legislature SECOND Session

SENATE BILL NO. 500

By BY THE HEALTH, EDUCATION, AND SOCIAL SERVICES COMMITTEE BY REQUEST OF THE INTERMEDIATE COMMITTEE ON PRE-HIGHER EDUCATION

"An Act making special appropriations to the Department of Education and Community and Regional Affairs for the dissemination of information concerning future local governmental and school district organization to unorganized communities; and providing for an effective date."

sp. approp. Dept. of Education & Community & Regional Affairs

Introduced in the Senate 3/27, 1974

HISTORY IN THE SENATE

19 74

Read first time and referred to Committee on Finance

3 27

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by President
Sent to House

SECRETARY OF THE SENATE

HISTORY IN THE HOUSE

19

Read first time and referred to Committee on

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by Speaker
Returned to Senate

CHIEF CLERK OF THE HOUSE

HISTORY IN THE SENATE

19

Received from House

Reported correctly enrolled

Sent to Governor

..... By Governor

Filed with Lt. Governor

Chapter No.

Introduced: 3/27/74
Referred: Finance

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE BY
REQUEST OF THE INTERIM COMMITTEE
ON PRE-HIGHER EDUCATION

1 IN THE SENATE

2 SENATE BILL NO. 500

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 special appropriations to the Depart-
7 ments of Education and Community and Regional Affairs
8 for the dissemination of information concerning future
9 local governmental and school district organization to
10 unorganized communities; and providing for an effective
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19 expenses to disseminate information concerning future local governmental
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22 or on the day it becomes law without approval.

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The Legislature of the State of Alaska
 FISCAL NOTE
 Second Session - Eighth Legislature

I. REQUEST

Bill Identification: Senate Bill 500
 Title: ...future local governmental and school district organization...
 Requested by: Jay Hoqan Date: 3/28/74
 Return Date Requested: _____
 Agency: Community & Regional Affairs Program: Development

II. FISCAL DETAIL

Budget Request Unit(s) Affected: Local Government Assistance Division

A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 74	FY 75	FY 76	FY 77	FY 78	FY 79
100 PERSONAL SERVICES		44.1	46.3	48.6	51.1	53.6
200 TRAVEL		10.0	10.5	11.0	11.6	12.2
300 CONTRACTUAL		3.1	3.3	3.5	3.7	3.9
400 COMMODITIES		.3	.3	.3	.3	.4
500 EQUIPMENT		1.2				
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
TOTAL		58.7	60.4	63.4	66.7	70.1

B. FUNDING: (Thousands of dollars)

GENERAL FUND		58.7	60.4	63.4	66.7	70.1
FEDERAL FUNDS						
OTHER						

C. POSITIONS:

PERMANENT/TEMPORARY	/	3 /	3 /	3 /	3 /	3 /
MAN MONTHS (P./T.)	/	36 /	36 /	36 /	36 /	36 /

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

Rate of inflation was assumed at 5 percent per year.

IV. ATTACHMENTS

Analysis of SB 500 and detailed explanation of financial request.

V. DATE: March 28, 1974

PREPARED BY: John B. Chenoweth

Jack Chenoweth, Director
 Local Government Assistance Division

Original: Legislative Finance
 cc: Budget and Management
 Prime Sponsor (First Legislator Named)

ANALYSIS FOR SB 500

The appropriation reflects two new professional and one additional clerical position--one Local Government Specialist II, one Local Government Specialist I, and one Clerk-Typist III.

Their principal responsibility will be the dissemination of information about municipal government as a means to effect local control of education by residents of the unorganized borough through reclassification of cities or incorporation of boroughs.

Staff positions would be field-oriented with particular responsibility for knowledge of current statutes relating to municipal government structure, function, and finances and ability to communicate with residents of areas interested in local government incorporation and operation. Adequate travel and per diem funds are requested supportive of field travel, particularly to communities of the northwest and southwest quadrants of the State. Equipment and supplies for the staff position are requested. Clerical support is particularly necessary in order to prepare, in conjunction with affected State agencies, information about municipal government for public distribution.

Personal Services

Local Government Specialist I	14,112	
Local Government Specialist II	16,344	
Clerk Typist III	<u>7,548</u>	
	38,004	
Benefits 16%	<u>6,081</u>	
	44,085	44,085

Travel

Concentrated in Southwestern and Northwestern Regions (would allow each professional position to spend approximately 24% of his time in the field)	10,000	10,000
--	--------	--------

Contractual

Three phones @ 14.90/month	540	
Long distance @ \$80/month/professional position	1,900	
Postage, Printing, and advertising of position vacancies	500	
Xeroxing	<u>200</u>	
	3,140	3,140

Equipment

Three desks @ \$170	510	
Three chairs @ 50	150	
One typewriter @ 570	<u>570</u>	
	1,230	<u>1,230</u>
		<u><u>58,755</u></u>

COMMITTEE REPORT

3/27/74

SENATE

Mr. President:

Date _____

The Committee on FINANCE has had SB 500 special appropriations to Department of Education & Community and Regional Affairs 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"

Members signing the Majority report:

Members NOT concurring in the Majority report:

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

_____ Chairman



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James O. Smith
Signature of Camera Operator

4/26/89
Date

Introduced: 3/28/74
Referred: State Affairs

1 IN THE SENATE BY THE STATE AFFAIRS COMMITTEE

2 SENATE BILL NO. 503

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 marriage requirements used in
7 public employees' retirement system of Alaska; and
8 providing for an effective date."

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

10 * Section 1. AS 39.35.680 (18) and (19) are amended to read:

11 (18) "widow" means the surviving wife of an employee [WHO
12 HAS BEEN MARRIED TO THE EMPLOYEE FOR AT LEAST ONE YEAR AND] who at the
13 time of his death, was living with him or dependent upon him for
14 support, or living apart for justifiable cause or by reason of deser-
15 tion by the employee;

16 (19) "surviving spouse" means the spouse of a deceased [AN]
17 employee [WHO HAS BEEN MARRIED TO THE EMPLOYEE FOR AT LEAST ONE YEAR
18 AND] who at the time of his death, was living with him or dependent
19 upon him for support, or living apart for justifiable cause or by
20 reason of desertion by the employee.

21 * Sec. 2. This Act takes effect on the day after its passage and
22 approval or on the day it becomes law without approval.

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STATE OF ALASKA

WILLIAM A. EGAN, GOVERNOR

DEPARTMENT OF ADMINISTRATION

DIVISION OF ADMINISTRATIVE SERVICES
PUBLIC EMPLOYEES' RETIREMENT SYSTEM & TEACHERS' RETIREMENT SYSTEM,
HEALTH INSURANCE PROGRAM, GOVERNMENT SOCIAL SECURITY PROGRAM

POUCH C — JUNEAU 99801

April 23, 1974

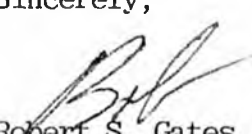
Mr. Jay Hogan, Director
Division of Legislative Finance
Pouch WF
Juneau, Alaska 99801

Dear Jay:

This is to inform you that if Senate Bill 503 is passed there will be no cost impact to the State.

If you have any additional questions or need more information, do not hesitate to contact me.

Sincerely,


Robert S. Gates
Benefits Administrator



RECORDS



CERTIFICATION

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James O. Smith
Signature of Camera Operator

4/26/89
Date

COMMITTEE REPORT

3/28/74

SENATE

Mr. President:

Date 4/4/74

The Committee on FINANCE & has had SB 504
~~creating the Public Communications Commission~~
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"

Members signing the Majority report:

<u>Bill Kay</u>	<u>DO PASS</u>	<u>Robert C. ...</u>
<u>...</u>	<u>...</u>	<u>...</u>
<u>...</u>	<u>...</u>	<u>...</u>

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. 504

_____ HOUSE BILL NO. _____

AMENDMENT: Page 1 Line 22

Delete "also" and insert in its place "and"

Introduced: 3/28/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE SPECIAL
COMMITTEE ON COMMUNICATIONS

2 SENATE BILL NO. 504

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act creating the Public Communications Commission."

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

8 * Section 1. AS 44.19 is amended by adding new sections to read:

9 ARTICLE 8. PUBLIC COMMUNICATIONS COMMISSION [RURAL
10 DEVELOPMENT AGENCY].

11 Sec. 44.19.581. PUBLIC COMMUNICATIONS COMMISSION. There is
12 created in the Office of the Governor the Public Communications Com-
13 mission.

14 Sec. 44.19.586. MEMBERSHIP AND TERM OF OFFICE. (a) The commis-
15 sions consists of three members appointed by the governor, without
16 regard to political affiliation, subject to confirmation by a majority
17 of the members of the legislature in joint session. Members serve at
18 the pleasure of the governor.

19 (b) The members of the commission shall serve staggered terms of
20 three years, with the initial terms determined by lot.

21 Sec. 44.19.591. COMPENSATION AND EXPENSES. Members of the com-
22 mission receive no salary, but are entitled to \$100 per diem, and travel
23 expenses.

24 Sec. 44.19.596. CHAIRMAN. The governor shall appoint a chairman
25 to serve at his pleasure.

26 Sec. 44.19.601. GENERAL POWERS AND DUTIES OF COMMISSION. (a)
27 The commission may

28 (1) establish a telecommunications system for the state or
29 any portion of a system, upon the approval of the Alaska Public Utilities

1 Commission;

2 (2) apply for and receive from the federal government or its
3 agencies the status of "authorized user" and whatever other approval
4 is needed to construct and operate a telecommunications system in the
5 state;

6 (3) apply for and receive from the federal government, its
7 agencies, or from other public or private sources, gifts, grants, or
8 other aids available in order to carry out the provisions of secs. 581
9 626 of this chapter. The commission may use a gift, grant and other
10 aid subject to reasonable limitations imposed by the grantor.

11 (b) The commission shall

12 (1) formulate a continuing program for the development of
13 an integrated statewide telecommunications system, including long-line,
14 satellite, microwave, television, radio, telegraph and facsimile
15 communications;

16 (2) keep currently informed of all local, national and
17 international developments affecting telecommunications in Alaska, and
18 be responsible for briefing the governor on their potential impact;

19 (3) conceive, review and recommend state policies to the
20 governor for the regulation and development of all phases of communi-
21 cations in the state;

22 (4) institute a program of standardization of state communi-
23 cation equipment to provide for an efficient integration of communi-
24 cations throughout the state;

25 (5) coordinate among state agencies telecommunication program
26 creation and broadcasting;

27 (6) provide and institute immediately a statewide emergency
28 communications network system, including medical support, civil defense
29 and other emergency communications;

1 (7) assist the attorney general in preparing for proceedings
2 on telecommunications before the Alaska Public Utilities Commission
3 and the Federal Communications Commission;

4 (8) to the extent allowed by the Federal Communications
5 Commission, provide for the assignment of telecommunications frequencies
6 to intrastate users of telecommunications equipment.

7 Sec. 44.19.606. DUTIES AND POWERS OF COMMISSION WITH RESPECT TO
8 EDUCATIONAL BROADCASTING. (a) The Public Communications Commission
9 shall

10 (1) develop educational broadcast service to the public
11 schools of the state, institutions of higher education, children of
12 preschool age, and supply programs of educational value to the general
13 public;

14 (2) initiate all applications for educational broadcasting
15 licenses submitted to the Federal Communications Commission on behalf
16 of the state;

17 (3) control and supervise the use of broadcasting channels
18 reserved for the state by the Federal Communications Commission for
19 educational broadcasting purposes;

20 (4) provide consultative services in all aspects of educa-
21 tional broadcasting to all public or private agencies in the state
22 which request them;

23 (5) serve as a library and clearinghouse for information
24 on broadcasting for educational and public purposes;

25 (6) receive all federal, state or private funds, property
26 or assistance that may be appropriated, granted or otherwise made
27 available to the state for educational broadcasting purposes at all
28 levels of education, and use and disburse funds and property for
29 purposes consistent with the terms of secs. 581 - 626 of this chapter,

1 subject to reasonable limitations imposed by the grantor;

2 (7) initiate all state applications for federal or private
3 funds, and receive for review and approval all applications for state
4 participation if the applications involve any form of educational
5 broadcasting.

6 (b) The commission may

7 (1) lease, purchase, construct, own, operate, manage and be
8 the licensee of educational broadcasting stations, production centers,
9 and all other related equipment and facilities necessary to provide
10 fully effective educational broadcasting in the state;

11 (2) perform all other functions necessary to insure the
12 orderly and coordinated development of educational broadcasting in the
13 state;

14 (3) provide a system of subsidies and grants-in-aid to
15 commercial broadcast stations or companies operating or licensed in the
16 state for the broadcast of not more than 200 hours by each station in
17 a fiscal year of network news, reports or public affairs programming.

18 Sec. 44.19.611. ADMINISTRATIVE POWERS OF THE COMMISSION. The
19 commission may

20 (1) employ all consultative, technical and clerical person-
21 nel necessary for the implementation of secs. 581 - 626 of this chapter,
22 within the limits of available funds;

23 (2) employ a director, who shall be directly responsible to
24 the commission in financial and administrative matters;

25 (3) appoint unpaid advisory committees to assist in develop-
26 ment of programs for educational and public television broadcasts;

27 (4) adopt regulations necessary to carry out the powers and
28 duties of the commission.

29 Sec. 44.19.616. COMMERCIAL BROADCASTING. Nothing in secs. 581 -

1 626 of this chapter may be construed to restrict or control commercial
2 broadcast stations or companies operating or licensed in the state.

3 Sec. 44.19.621. UTILITIES REGULATION. Nothing in secs. 581 -
4 626 of this chapter may be construed to exempt or supersede regulatory
5 jurisdiction as established in AS 42.05.

6 Sec. 44.19.626. DEFINITIONS. In secs. 581 - 626 of this chapter

7 "commission" means the Public Communications Commission;

8 "educational broadcasting" means noncommercial trans-
9 mission, programming or distribution intended to serve an educational,
10 public or instructional purpose and includes, but is not limited to,
11 television and radio transmission by 2,500 to 2,690 megahertz, closed
12 circuit or microwave video and audio programming, slow-scan television
13 programming, and satellite, teletype or facsimile transmission and
14 distribution methods;

15 (3) "telecommunications" means the transmission and recep-
16 tion of messages, impressions, pictures and signals by means of
17 electricity, electromagnetic waves and any other kind of energy, force
18 variations or impulses whether conveyed by cable, wire, radiated through
19 space, or transmitted through other media within a specified area or
20 between designated points.

21 * Sec. 2. AS 14.58 is repealed.
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James O. Smith
Signature of Camera Operator

4/26/89
Date

COMMITTEE REPORT

SENATE

3/28/74

Mr. President:

Date 4/4/74

The Committee on FINANCE has had SB 505
S.B. Bonds for paying the cost of telecommunication equipment
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" *Individual recommendations*

Members signing the Majority report:

<u><i>Bill Kay</i></u>	<u><i>NO REC</i></u>	<u><i>Shirley...</i></u>
<u><i>...</i></u>	<u><i>...</i></u>	<u><i>...</i></u>
<u><i>...</i></u>	<u><i>...</i></u>	<u><i>...</i></u>

Members NOT concurring in the Majority report:

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

_____ Chairman

Introduced: 3/28/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE SPECIAL
COMMUNICATIONS COMMITTEE

2 SENATE BILL NO. 505

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act providing for the issuance of general obliga-
7 tion bonds in the amount of \$6,000,000 for the purpose
8 of paying the cost of telecommunication equipment;
9 and providing for an effective date."

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

11 * Section 1. For the purpose of paying the cost of telecommunication
12 equipment, general obligation bonds of the state in the principal amount
13 of not more than \$6,000,000 shall be issued and sold. The full faith,
14 credit and resources of the state are pledged to the payment of the
15 principal of and interest and redemption premium, if any, on these bonds.
16 These bonds shall be issued under the provisions of AS 37.15 as those
17 provisions read at the time of issuance.

18 * Sec. 2. If the issuance of these bonds is authorized by the qualified
19 voters of the state, a special fund of the state to be known as the "Tele-
20 communication Equipment Fund" shall be established, to which shall be
21 credited the proceeds of the sale of the bonds described in sec. 1 of this
22 Act except for the accrued interest and premiums. There is appropriated
23 from the "Telecommunication Equipment Fund" to the Public Communications
24 Commission the sum of \$6,000,000. The proceeds of these bonds shall be
25 allocated as follows:

26 (1) \$3,000,000 for the purchase and installation of small ground
27 receiving and transmitting stations,

28 (2) \$2,000,000 for the purchase and installation of terrestrial
29 interconnections, and

1 (3) \$1,000,000 for the utilization of transponder facilities.

2 * Sec. 3. If the issuance of these bonds is authorized by the qualified
3 voters of the state, the amount of \$50,000 or as much of that amount as is
4 found necessary is appropriated from the general fund of the state to the
5 state bond committee to carry out the provisions of this Act and to pay
6 expenses incident to the sale and issuance of the bonds authorized in this
7 Act. The amounts expended from the appropriation authorized by this section
8 shall be reimbursed to the general fund from the proceeds of the sale of
9 the bonds authorized by this Act.

10 * Sec. 4. The question whether the bonds authorized in this Act are to
11 be issued shall be submitted to the qualified voters of the state at the
12 next state general election and shall read substantially as follows:

13 Proposition

14 State General Obligation Telecommunication

15 Equipment Bonds \$6,000,000

16 Shall the State of Alaska issue its general obligation bonds
17 in the principal amount of not more than \$6,000,000 for the
18 purpose of paying the cost of telecommunication equipment?

19 Bonds Yes []

20 Bonds No []

21 * Sec. 5. This Act takes effect on the day after its passage and
22 approval or on the day it becomes law without approval.
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The Legislature of the State of Alaska
 FISCAL NOTE
 Second Session - Eighth Legislature

RECEIVED
 APR 4 10 05 AM '74
 STATE OF ALASKA
 DEPT. OF
 PUBLIC WORKS

I. REQUEST

Bill Identification: Senate Bill 505
 Title: Telecommunication Equipment
 Requested by: Legislative Finance Date: April 3, 1974
 Return Date Requested: April 5, 1974
 Agency: Public Works Program: General Government

II. FISCAL DETAIL

Budget Request Unit(s) Affected: Division of Communications

A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 74	FY 75	FY 76	FY 77	FY 78	FY 79
100 PERSONAL SERVICES		90,000	95,000	101,000	107,000	113,000
200 TRAVEL		20,000	22,000	23,000	25,000	27,000
300 CONTRACTUAL		18,000	19,000	20,000	21,000	22,500
400 COMMODITIES		10,000	11,000	12,200	13,000	14,500
500 EQUIPMENT		40,000				
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
TOTAL		178,000	147,000	156,200	166,000	177,000

B. FUNDING: (Thousands of dollars)

GENERAL FUND		178,000	147,000	156,200	166,000	177,000
FEDERAL FUNDS						
OTHER						

C. POSITIONS:

PERMANENT/TEMPORARY	/	6 /	6 /	6 /	6 /	6 /
MAN MONTHS (P./T.)	/	/	/	/	/	/

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

If this Division is to maintain the system, once installed, we estimate it will require the services of five technicians and one communications engineer. In addition, we would need \$40,000 for specialized test equipment.

IV. ATTACHMENTS

V. DATE: April 3, 1974 PREPARED BY: Mel Hoversten

Mel Hoversten
 Director
 Division of Communications

Original: Legislative Finance
 cc: Budget and Management
 Prime Sponsor (First Legislator Named)



RECORDS CERTIFICATION



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James O. Smith
Signature of Camera Operator

4/26/89
Date

COMMITTEE REPORT

4/1/74

SENATE

Mr. President:

Date _____

The Committee on FINANCE has had SB 508 appropriation to Dept. of Commerce for the tourism revolving fund 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"

Members signing the Majority report:

Members NOT concurring in the Majority report:

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

_____ Chairman

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE STATE AFFAIRS COMMITTEE

2 SENATE BILL NO. 508

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 special appropriation to the
7 Department of Commerce for the tourism revolving
8 fund; and providing for an effective date."

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

10 * Section 1. The sum of \$5,000,000 is appropriated from the general
11 fund to the Department of Commerce, division of business loans, for the
12 tourism revolving fund (AS 45.90).

13 * Sec. 2. This Act takes effect on the day after its passage and
14 approval or on the day it becomes law without approval.

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The Legislature of the State of Alaska
 FISCAL NOTE
 Second Session - Eighth Legislature

I. REQUEST

Bill Identification: House Bill 598 - SB 509
 Title: Special Appropriation for the Tourism Revolving Loan Fund
 Requested by: Legislative Finance Date: 2/19/74
 Return Date Requested: _____
 Agency: _____ Program: _____

II. FISCAL DETAIL

Budget Request Unit(s) Affected: Economic Development
 A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 74	FY 75	FY 76	FY 77	FY 78	FY 79
100 PERSONAL SERVICES		0				
200 TRAVEL		0				
300 CONTRACTUAL		0				
400 COMMODITIES		0				
500 EQUIPMENT		0				
600 LAND & STRUCTURES		0				
700 GRANTS, CLAIMS, ETC.		0				
LOAN FUNDS		5,000.0				
TOTAL		5,000.0	-0-	-0-	-0-	-0-

B. FUNDING: (Thousands of dollars)

GENERAL FUND		5,000				
FEDERAL FUNDS		0				
OTHER		0				

C. POSITIONS:

PERMANENT/TEMPORARY	/	0 / 0	/	/	/	/
MAN MONTHS (P./T.)	/	0 / 0	/	/	/	/

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

- (1) Assumption is made that existing loan funds will be exhausted prior to July 1, 1974.
- (2) Cost of administering this program will not require additional funding.

IV. ATTACHMENTS

V. DATE: 2-20-74

PREPARED BY: [Signature]
DIRECTOR

Original: Legislative Finance
 cc: Budget and Management
 Prime Sponsor (First Legislator Named)

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE STATE AFFAIRS COMMITTEE

2 SENATE BILL NO. 508

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 special appropriation to the
7 Department of Commerce for the tourism revolving
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14 approval or on the day it becomes law without approval.
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COMMITTEE COPY

ALASKA STATE LEGISLATURE

EIGHTEEN Legislature . . . SECOND Session

SENATE BILL NO. 508

By THE STATE AFFAIRS COMMITTEE

"An Act making a special appropriation to the Department of Commerce for the tourism revolving fund; and providing for an effective date."

appropriation for tourism revolving fund

Introduced in the Senate 4/1, 1974

HISTORY IN THE SENATE

19 74

4 1

Read first time and referred to Committee on

Finance

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by President
Sent to House

SECRETARY OF THE SENATE

HISTORY IN THE HOUSE

19

Read first time and referred to Committee on

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by Speaker
Returned to Senate

CHIEF CLERK OF THE HOUSE

HISTORY IN THE SENATE

19

Received from House

Reported correctly enrolled

Sent to Governor

..... By Governor

Filed with Lt. Governor

Chapter No.



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 making a special appropriation to the Department of Law; and providing for an effective date."

COMMITTEE REPORT

4/12/70

HOUSE

Mr. Speaker:

Date 4/13/70

The Committee on FINANCE has had SB 510

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"

Members signing the Majority report:

<u>F. J. ...</u>	<u>...</u>	_____
<u>...</u>	<u>...</u>	_____
<u>...</u>	<u>...</u>	_____
<u>...</u>	<u>...</u>	_____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

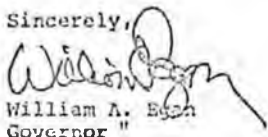
_____ recommends:

Cliff ... Chairman

SE to the Department of Administration to pay for the cost
509 of developing and installing a new payroll system for
state employees. This new payroll system will allow
the use of automated data processing in carrying out
provisions of currently negotiated employee contracts
and will also cover state needs in the future.

This request provides \$400,000 for design and
implementation of the new payroll system and \$118,900
to be utilized through June 30, 1975, to provide pay-
roll staff within the Departments of Administration,
Public Works, and Highways to accumulate data required
for the payments to the labor trades and crafts
employees.

Sincerely,



William A. Egan
Governor "

SE SENATE BILL NO. 510 by the Rules Committee by request of
510 the Governor, entitled:

"An Act making a special appropriation to the
Department of Law; and providing for an
effective date."

was read the first time and referred to the Finance
Committee.

The following letter accompanied SENATE BILL NO. 510:

"April 1, 1974

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature,
I am transmitting a bill to appropriate the necessary
money to pay a judgment against the State in the case
of William A. Stanley v. State of Alaska and Floyd Short,
C.A. 69-533. State liability insurance did not cover
the Stanley incident because it involved a bailment
situation, and there was a specific exclusion of bail-
ments from the State's coverage. (Current policies cover
bailments.)

The facts of the Stanley case are as follows. On
September 8, 1968, the Department of Fish and Game seized
the crab vessel M/V LYNN KENDALL for the alleged posses-
sion of undersized crab. The vessel owner, William
Stanley, and the vessel crew were arrested. The M/V LYNN

KENDALL was secured in Kodiak Harbor to a Fish and Game vessel. In the early morning of September 10, 1969, the M/V LYNN KENDALL sank. In the litigation that ensued, the State was found negligent in its securing of the vessel and was found liable in damages to Stanley in the amount of \$172,580.35, with interest at the rate of 8 per cent per annum until paid (Judgment of August 4, 1971). An exact breakdown of the above judgment is as follows: \$100,000.00 value of M/V LYNN KENDALL at time of sinking; \$5,400.00 value of certain gear on board the vessel; 6 per cent interest--\$18,341.00--on value of vessel and of certain gear from September 9, 1969, to August 3, 1971; \$22,500.00 in lost profits; 6 per cent interest--\$1,890.75--on lost profits from March 9, 1970, to August 3, 1971; \$22,000.00 in attorney's fees; and \$2,446.60 in legal costs.

SE
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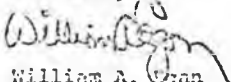
Both the State and Stanley appealed the above described decision to the Alaska Supreme Court. In a decision dated March 5, 1973, the Supreme Court held that the award for the loss of the vessel (\$100,000.00) was an insufficient sum and remanded the case to the Superior Court for a redetermination of the value of the M/V LYNN KENDALL at the time of sinking. The Supreme Court also determined that Floyd Short, the Fish and Game officer responsible for the seizure of the M/V LYNN KENDALL, should not have been dismissed by the Superior Court as a defendant in the case. (See State v. Stanley, 506 P.2d 1284 (Alaska 1973).)

On remand, the Superior Court entered a supplemental judgment on October 29, 1973, against the State in the amount of \$15,239.00 plus interest at the rate of 8 per cent per annum from October 29, 1973. An exact breakdown of such supplemental judgment is as follows: \$10,000.00 additional value of the M/V LYNN KENDALL at the time of sinking; 6 per cent interest--\$3,081.00--on the additional value of the vessel from September 9, 1968, to October 29, 1973; and \$2,158.10 in attorney's fees. The Superior Court assessed liability against Floyd Short in its supplemental judgment in the total sum of \$206,966.92--the total amount owing on the original and supplemental judgments as of October 29, 1973.

The State filed a notice of appeal to the Alaska Supreme Court of the supplemental judgment on the grounds that the Superior Court erred in not granting the State a hearing on its contention that new evidence had come to light concerning the extent of the loss to Stanley in the case in that the M/V LYNN KENDALL realized \$65,601.00 from a Small Business Administration sale on September 28, 1972. After the notice of appeal was filed, the State and Stanley entered into negotiations concerning an agreed-upon judgment. The final figure struck was \$183,295.89 (interest computed until May 1, 1974). In view of the over \$200,000.00 judgment outstanding, the burden of incurring additional attorney's fees, the possibility of a further upward evaluation of the vessel by the courts

28 and the likelihood of the State's success on appeal, the
520 Department of Law views the settlement as reasonable.

Sincerely,


William A. Egan
Governor"

55 SENATE BILL NO. 511 by the Rules Committee by request of
511 the Governor, entitled:

"An Act making appropriations to the Department
of Administration for employee pay increases;
and providing for an effective date."

was read the first time and referred to the Finance
Committee.

The following letter accompanied SENATE BILL NO. 511:

"April 1, 1974

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature,
I am transmitting a bill making an appropriation for
the fiscal year ending June 30, 1975, to cover the cost
of employee pay increases for those employees in the
labor trades and crafts bargaining unit which are in
excess of the amounts requested in Senate Bill No. 448.
This additional request is related only to the salary
portion of the settlement. All fringe benefits remained
substantially the same as those negotiated for the
general government employees.

The increased salary settlement for these employees
results from the recognition by all the negotiators of
the government that present state pay rates for these
employees have fallen behind those in private and com-
parable governmental sectors. The "1973 Survey of
Salaries and Benefits and Salary Recommendations"
prepared by the Department of Administration supports
this view of salaries for employees in this bargaining
unit.

This bill also includes the estimated cost of
including in the labor trades and crafts bargaining
unit those employees eligible to vote by April 26, 1974,

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 510

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 special appropriation to the
7 Department of Law; and providing for an effective
8 date."

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

10 * Section 1. The sum of \$183,295.89 is appropriated from the general
11 fund to the Department of Law to satisfy the agreed judgment in the case
12 of William A. Stanley vs. State of Alaska and Floyd Short.

13 * Sec. 2. If the amount appropriated for interest by this Act exceeds
14 the amount of interest due on the date of satisfaction, the excess lapses
15 into the general fund on that date.

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

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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

COMMITTEE REPORT

SENATE

4/1/74

Mr. President:

Date 4/2/74

The Committee on FINANCE has had 20 510

~~Special~~ ~~appropriations to the Department of Law~~ 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"

Members signing the Majority report:

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____

Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

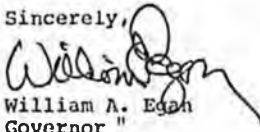
_____ recommends:

[Signature] Chairman

SB 509 to the Department of Administration to pay for the cost of developing and installing a new payroll system for state employees. This new payroll system will allow the use of automated data processing in carrying out provisions of currently negotiated employee contracts and will also cover state needs in the future.

This request provides \$400,000 for design and implementation of the new payroll system and \$118,900 to be utilized through June 30, 1975, to provide payroll staff within the Departments of Administration, Public Works, and Highways to accumulate data required for the payments to the labor trades and crafts employees.

Sincerely,



William A. Egan
Governor "

SB 510 SENATE BILL NO. 510 by the Rules Committee by request of the Governor, entitled:

"An Act making a special appropriation to the Department of Law; and providing for an effective date."

was read the first time and referred to the Finance Committee.

The following letter accompanied SENATE BILL NO. 510:

"April 1, 1974

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature, I am transmitting a bill to appropriate the necessary money to pay a judgment against the State in the case of William A. Stanley v. State of Alaska and Floyd Short, C.A. 69-533. State liability insurance did not cover the Stanley incident because it involved a bailment situation, and there was a specific exclusion of bailments from the State's coverage. (Current policies cover bailments.)

The facts of the Stanley case are as follows. On September 8, 1968, the Department of Fish and Game seized the crab vessel M/V LYNN KENDALL for the alleged possession of undersized crab. The vessel owner, William Stanley, and the vessel crew were arrested. The M/V LYNN

Honorable Brown Bates,

SCR
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~~was read the first time and referred to the Rules Committee.~~

SENATE CONCURRENT RESOLUTION NO. 53 by the Rules Committee,

SCR
53

Relating to the paving of the Beaver Loop Road,

was read the first time and referred to the State Affairs Committee.

SENATE CONCURRENT RESOLUTION NO. 54 by the Rules Committee by request,

SCR
54

Congratulating the Alaska physical fitness champions of 1973-74,

was read the first time and referred to the Rules Committee.

INTRODUCTION AND REFERENCE OF SENATE BILLS

SENATE BILL NO. 508 by the State Affairs Committee, entitled:

SB
508

"An Act making a special appropriation to the Department of Commerce for the tourism revolving fund; and providing for an effective date."

was read the first time and referred to the Finance Committee.

SENATE BILL NO. 509 by the Rules Committee by request of the Governor, entitled:

SB
509

"An Act making a special appropriation to the Department of Administration; and providing for an effective date."

was read the first time and referred to the Finance Committee.

The following letter accompanied SENATE BILL NO. 509:

"April 1, 1974

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature,

~~am transmitting a bill making a special appropriation~~

KENDALL was secured in Kodiak Harbor to a Fish and Game vessel. In the early morning of September 10, 1968, the M/V LYNN KENDALL sank. In the litigation that ensued, the State was found negligent in its securing of the vessel and was found liable in damages to Stanley in the amount of \$172,580.35, with interest at the rate of 8 per cent per annum until paid (Judgment of August 4, 1971). An exact breakdown of the above judgment is as follows: \$100,000.00 value of M/V LYNN KENDALL at time of sinking; \$5,400.00 value of certain gear on board the vessel; 6 per cent interest--\$18,343.00--on value of vessel and of certain gear from September 9, 1968, to August 3, 1971; \$22,500.00 in lost profits; 6 per cent interest--\$1,890.75--on lost profits from March 9, 1970, to August 3, 1971; \$22,000.00 in attorney's fees; and \$2,446.60 in legal costs.

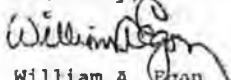
Both the State and Stanley appealed the above described decision to the Alaska Supreme Court. In a decision dated March 5, 1973, the Supreme Court held that the award for the loss of the vessel (\$100,000.00) was an insufficient sum and remanded the case to the Superior Court for a redetermination of the value of the M/V LYNN KENDALL at the time of sinking. The Supreme Court also determined that Floyd Short, the Fish and Game officer responsible for the seizure of the M/V LYNN KENDALL, should not have been dismissed by the Superior Court as a defendant in the case. (See State v. Stanley, 506 P.2d 1284 (Alaska 1973).)

On remand, the Superior Court entered a supplemental judgment on October 29, 1973, against the State in the amount of \$15,239.00 plus interest at the rate of 8 per cent per annum from October 29, 1973. An exact breakdown of such supplemental judgment is as follows: \$10,000.00 additional value of the M/V LYNN KENDALL at the time of sinking; 6 per cent interest--\$3,081.00--on the additional value of the vessel from September 9, 1968, to October 29, 1973; and \$2,158.10 in attorney's fees. The Superior Court assessed liability against Floyd Short in its supplemental judgment in the total sum of \$206,966.92--the total amount owing on the original and supplemental judgments as of October 29, 1973.

The State filed a notice of appeal to the Alaska Supreme Court of the supplemental judgment on the grounds that the Superior Court erred in not granting the State a hearing on its contention that new evidence had come to light concerning the extent of the loss to Stanley in the case in that the M/V LYNN KENDALL realized \$65,001.00 from a Small Business Administration sale on September 28, 1972. After the notice of appeal was filed, the State and Stanley entered into negotiations concerning an agreed-upon judgment. The final figure struck was \$183,295.89 (interest computed until May 1, 1974). In view of the over \$200,000.00 judgment outstanding, the burden of incurring additional attorney's fees, the possibility of a further upward evaluation of the vessel by the courts

SB and the likelihood of the State's success on appeal, the
510 Department of Law views the settlement as reasonable.

Sincerely,


William A. Egan
Governor"

SB ~~entitled "An Act making appropriations to the Department of Administration for employee pay increases; and providing for an effective date."~~ by request of
511 the Governor, entitled:

"An Act making appropriations to the Department of Administration for employee pay increases; and providing for an effective date."

was read the first time and referred to the Finance Committee.

The following letter accompanied SENATE BILL NO. 511:

"April 1, 1974

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature, I am transmitting a bill making an appropriation for the fiscal year ending June 30, 1975, to cover the cost of employee pay increases for those employees in the labor trades and crafts bargaining unit which are in excess of the amounts requested in Senate Bill No. 448. This additional request is related only to the salary portion of the settlement. All fringe benefits remained substantially the same as those negotiated for the general government employees.

The increased salary settlement for these employees results from the recognition by all the negotiators of the contract that present state pay rates for these employees have fallen behind those in private and comparable governmental sectors. The "1973 Survey of Salaries and Benefits and Salary Recommendations" prepared by the Department of Administration supports this view of salaries for employees in this bargaining unit.

This bill also includes the estimated cost of including in the labor trades and crafts bargaining unit those employees eligible as of April 26, 1974,

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 510

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 special appropriation to the
7 Department of Law; and providing for an effective
8 date."

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

10 * Section 1. The sum of \$183,295.89 is appropriated from the general
11 fund to the Department of Law to satisfy the agreed judgment in the case
12 of William A. Stanley vs. State of Alaska and Floyd Short.

13 * Sec. 2. If the amount appropriated for interest by this Act exceeds
14 the amount of interest due on the date of satisfaction, the excess lapses
15 into the general fund on that date.

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

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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

COMMITTEE REPORT

4/1/74

SENATE

Mr. President:

Date April 3, 1974

The Committee on FINANCE has had SB 511 approp. to Dept. of Administration for pay increases for employees in labor under consideration. A Majority of the members of the Committee trades

- () 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 *individual recommendations*

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
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Members NOT concurring in the Majority report:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

_____ recommends:

Chairman

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 511

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 appropriations to the Department
7 of Administration for employee pay increases; and
8 providing for an effective date."

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

10 * Section 1. The sum of \$2,734,400 is appropriated to the Department of
11 Administration for the fiscal year ending June 30, 1975, for pay increases
12 for those employees in the labor trades and crafts bargaining unit formed
13 under the authority of the Public Employment Relations Act.

14 * Sec. 2. The amount appropriated in sec. 1 of this Act is in addition
15 to amounts included for the same purpose in Senate Bill No. 448,
16 Eighth Legislature, Second Session and is from the following sources:

17	General Fund	\$1,927,800
18	International Airports Revenue Fund	341,800
19	Highway Working Capital Fund	<u>464,800</u>
20		\$2,734,400

21 * Sec. 3. The sum of \$1,203,300 is appropriated to the Department of
22 Administration for the fiscal year ending June 30, 1975 for pay increases
23 for employees in the job classes eligible to vote by April 26, 1974, for
24 representation under the Public Employment Relations Act.

25 * Sec. 4. The amount appropriated in sec. 3 of this Act is in addition
26 to amounts included for the same purpose in Senate Bill No. 448,
27 Eighth Legislature, Second Session and is from the following sources:

28	General Fund	\$1,082,900
29	International Airports Revenue Fund	60,200

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Highway Working Capital Fund 60,200

\$1,203,300

* Sec. 5. This Act takes effect July 1, 1974.

BY AND BETWEEN

22 Mar. 74
J.C.W.

THE STATE OF ALASKA

AND

ALASKA TRI TRADES PUBLIC SERVICE COUNCIL

PREAMBLE

This Agreement is made and entered into this 22^d day of March 1974 by and between the State of Alaska, hereinafter referred to as the "Employer", and Alaska Tri Trades Public Service Council, hereinafter referred to as the "Union".

The Union consists of: Operating Engineers Local 302, International Union of Operating Engineers AFL-CIO; Laborers Locals 341, 942, 1331, Laborers International Union of North America, AFL-CIO; Teamsters Local 959, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Independent; and Affiliate Unions.

The Union shall be the only collective bargaining representative recognized by the Employer under the terms of this Agreement. It is understood and agreed that the local unions making up the Alaska Tri Trades Public Service Council shall have no individual rights or authority in connection with Employer-Union relationships arising out of the terms of this Agreement.

WITNESSETH, That

WHEREAS, it is the intent and purpose of the parties to set forth herein the entire Agreement covering hours of work, rates of pay, and conditions of employment between the parties; and

WHEREAS, the Employer and the Union jointly agree to perform faithfully the obligations imposed by this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1. It is the objective of the parties that the obligation of the Employer for the successful conduct of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the parties.

The Union, representing employees of the Employer, and the Employer desire to establish and maintain, through harmonious cooperation, a standard of conditions and procedures to provide for orderly collective bargaining relations, prompt and equitable disposition of grievances, fair wages, hours and working conditions for the employees covered by this Agreement.

ARTICLE II

RECOGNITION

1. The Employer recognizes, during the terms of this Agreement, the Union as the sole and exclusive collective bargaining representative for all employees working in the classifications in the Labor, Trades and Crafts Unit and as the representative of all such employees in interpreting this Agreement and adjusting disputes.

ARTICLE III

UNION ACTIVITIES

1. The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union; it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs; and that it will not discriminate against any employee because of his Union membership or lawful Union activity.

ARTICLE IV

PREFERENTIAL HIRING FACILITIES

1. The Union agrees to maintain preferential hiring facilities for the purpose of soliciting qualified workmen in order to fill all requisitions. The Employer agrees to use such services and will call upon the Union to furnish all the qualified workmen required in the classifications herein from among the most qualified.

2. The parties to this Agreement shall create a joint hiring committee, composed of not more than two (2) Employer representatives and not more than two (2) Union representatives to supervise and control the operation of the job referral system herein. The joint hiring committee is empowered:

a) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job-referral plan.

b) To hear and determine any and all disputes or grievances arising out of work registrations, work referrals and the preparation of the referral-registration lists. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job-referral plan to the joint hiring committee.

The joint hiring committee shall provide in the rules and regulations of the job referral for an appeal to an impartial umpire whenever the joint hiring committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties and if they shall be unable to agree upon the impartial umpire, he shall be selected in the manner provided under the disputes provision of this Agreement. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the joint hiring committee. All decisions of the joint hiring committee or the impartial umpire shall be final, binding and conclusive on all parties including applicants.

If any question arises as to the qualifications and competency of an applicant for registration as to special skills or ability, the joint hiring committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or nonmembership in the Union.

3. Selection of applicants for referral to jobs shall be nondiscriminatory and shall not be based on or affected by race, creed, color, age, sex, national origin, political affiliation or activity. The Union agrees that it will not discriminate against non-Union workmen in referring workmen to the Employer and the Employer agrees that he will not discriminate against Union workmen in selecting job applicants referred to him by the Union.

4. The parties recognize the primary importance to employ citizens of Alaska. Both the Union and the Employer shall give first preference to qualified residents of Alaska.

5. The Employer retains the right to reject any job applicant but the applicant and the Union shall be entitled to the reason for such rejection.

6. In the event the Union is unable to supply the Employer with qualified workmen within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) when called upon by the Employer, the Employer may procure workmen from other sources; provided however, that in such instances the Employer shall promptly furnish the Union with the names of such workmen, their classification and date of hiring. In any emergency resulting from an act of God or natural disaster, the Employer may temporarily procure workmen from any source.

7. It is further agreed that all workmen employed by the Employer who are not already members shall become members of the Union on or before the thirty-first (31st) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement. All requests by the Union for the dismissal of any employee for failure to comply with this provision shall be in writing.

8. INTRODUCTION OF NEW EMPLOYEES. Each new employee within the bargaining unit shall be informed as to the identity of the Union steward, chief job steward or Union representative by the supervisor in the activity to which such employee will be regularly assigned as soon as possible. Each employee transferred from a section or shift shall likewise be informed.

ARTICLE V

UNION RESPONSIBILITY

1. The Union assumes all obligations and responsibility for the continued membership of its members and the Union shall retain the right to discipline its members. No workman shall be discriminated against for the upholding of Union principles and any employee who works under the instructions of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

2. The Union agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

3. The Union agrees that it will actively combat absenteeism and other practices which may hamper the Employer's operation and that the Union will vigorously support the Employer in efforts to eliminate waste and inefficiency, to improve the quality of workmanship and to promote goodwill between the Employer and employees.

4. The Union agrees to make every effort to see that the members working under this Agreement obey all reasonable rules and regulations prescribed by the Employer.

ARTICLE VI

RECOGNITION OF RIGHTS AND FUNCTIONS OF MANAGEMENT

1. Except as provided in this Agreement, nothing herein limits the Employer in the exercise of the rights of ownership and management. Accordingly, the Employer has, among others, the right: to select its supervisory personnel (supervisors as defined by the Alaska State Labor Relations Agency); to hire new employees; to discipline, suspend or discharge employees for cause; to decide and determine and designate all occupational classifications it has to offer its employees; to make such rules and regulations as the Employer considers necessary or advisable for the orderly and efficient conduct of its operations and to require employees to observe such rules and regulations; provided, however, the exercising of the aforementioned rights is not inconsistent with the provisions of this Agreement.

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

3. The Union recognizes that the continuity of certain work is imperative to the public service mission of the Employer and if a work stoppage should occur, management and all other personnel not covered by this Agreement, including guards, firemen and other protectors of public safety and health, shall be permitted to perform their respective functions without interference by the Union or its members.

ARTICLE VII

PROTECTION OF RIGHTS

1. PICKET LINE. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including primary picket lines at the Employer's place of operation. The Employer specifically retains all of its rights under AS 23.40.200.

2. STRUCK GOODS. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or persons whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike. Nor shall the exercise of any rights permitted by law be a violation of this Agreement, unless such exercise is precluded by this Agreement.

3. LOST OR DAMAGED PROPERTY. Employees shall not be responsible for lost, stolen or damaged property except in case of proven negligence or deliberate act. This shall include the use of credit cards for any purpose or any other method of giving credit. The Employer shall provide an adequate checking system to protect the Employer and employee.

4. SUBCONTRACTING AND LEASED EQUIPMENT.

a) SUBCONTRACTING. The Employer agrees to subcontract no work covered by this collective bargaining Agreement to any subcontractor, unless such said subcontractor agrees in writing to perform such work subject to all the terms and conditions of this Agreement. Governmental agencies are excluded.

b) LEASING, RENTAL, ETC. All drivers and operators of equipment used in the operations covered by this Agreement whether owned, leased or rented by the Employer shall be employees on the payroll of such Employer and all other terms and conditions of this Agreement shall be applicable to such drivers and operators.

c) Subsections (a) and (b) of this section shall pertain only to towns and cities of over 1,500 population.

5. OVERLOADS. In the event an employee is arrested with an overload the Employer shall pay all fines upon conviction and the employee shall be paid for the time spent in service of the Employer, provided the employee has not loaded his cargo contrary to the instructions of his supervisor.

6. REVOCAION OF LICENSES. In the event an employee shall suffer a revocation of his license because of violations of any federal, state or city law by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his hourly rate of pay at the time of revocation of the employee's license for the entire period of revocation of the license and the employee shall be reinstated to the seniority he held prior to revocation of his license, after his license is restored.

ARTICLE VIII

DISCHARGE

1. The Employer retains the right to discharge a permanent employee for just cause but agrees that the designated Union representative shall be notified of the reason for such contemplated discharge in writing prior to any action taken against the permanent employee, for reasons such as incompetence, unsatisfactory performance of duties and unexcused absenteeism. The Employer further agrees that with the exception of drunkenness, dishonesty, gross disobedience or abandonment of duties, all permanent employees shall be given two (2) weeks' notice or two (2) weeks' pay prior to discharge.

All permanent employees shall give the Employer two (2) weeks' notice before leaving his employment, unless mutually agreed beforehand between the Employer and the Union.

2. TERMINATION SLIP. It shall be mandatory that the Employer furnish each employee a termination or layoff slip showing the actual reason for termination.

3. For the purpose of this Agreement, "cause" as related to discharge for cause for employees other than permanent, shall mean: incompetence, unsatisfactory performance of duties, unexcused absenteeism, as well as drunkenness, dishonesty and gross disobedience; it being understood that such rules shall be posted for the benefit of the employees. Discharge slips shall contain the specific reason for discharge.

4. The Employer retains the right to discipline, suspend, or demote an employee for just cause but agrees that the designated Union representative shall be notified of such contemplated action in writing prior to any such action being taken against the permanent employee. The Employer further agrees that the Union representative shall be present, if requested by either the employee or the Union, during all stages or conduct of hearings determining such matters.

ARTICLE IX

COMPLAINT AND GRIEVANCE PROCEDURE

1. Any grievance, complaint or dispute arising under the terms of this Agreement shall be handled in the following manner.

COMPLAINTS. An employee, either directly or through his representative, may verbally present a complaint to his supervisor. Complaints may be adjusted with or without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement, and provided the Union representative has been given an opportunity to be present at such adjustment.

GRIEVANCE

a) The employee shall report in writing to the designated representative of the Union any grievance, complaint or dispute that arises between the employee and the Employer. The designated representative will attempt to resolve the matter between the parties on the job immediately.

b) Failing to agree, the designated representative shall report the matter to the Union and the Union shall attempt to settle the matter with an Employer's representative (commissioner or his designee of department concerned).

c) If the grievance cannot be settled as outlined in (b) above within four (4) working days after the grievance, complaint or dispute is presented by the Union to the Employer, the grievance, complaint or dispute shall be submitted by the Union for settlement to the Commissioner of the Department of Administration, and if the dispute cannot be adjusted within ten (10) days, either party may submit the dispute to Arbitration as outlined in section 2 of this article.

d) Any dispute that arises between the employees and the Employer or any complaint or grievance on the part of both or one, said grievance, complaint or dispute shall be submitted to the Union within sixty (60) days to be eligible to receive the assistance or attention of the Union, excepting a dismissal or suspension grievance which must be brought to the Union's attention within ten (10) days after the date of termination.

2. BOARD OF ARBITRATION.

a) Within thirty (30) days of the signing of this Agreement, the Employer and the Union will request from the American Arbitration Association, 140 West 51 St., New York, New York 10020, the names of five (5) qualified Alaska-resident arbitrators.

b) In the event that arbitration becomes necessary the board of arbitration will be composed as follows: one (1) member appointed by the Union, one (1) member appointed by the Employer, and the above two (2) will select the third (3rd) member by alternately striking from the A.A.A. list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list shall be accepted by the parties as a voting chairman and arbitration shall commence within ten (10) days thereafter.

c) During the process of the above procedure, there shall be no strike or lockout. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the arbitrator shall be limited to determining questions directly involving the interpretation or application of specific provisions of this Agreement and no other matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to; subtract from or to change any of the terms of this Agreement; to change an existing wage rate or to establish a new wage rate; but may provide retroactivity. Should either party fail or refuse to abide by the decision of the arbitrator the prevailing party shall be free to take whatever action it deems necessary and such action will not be considered in violation of this Agreement.

There shall be no stoppage of work in the interim. Expenses incident to the services of the arbitrator shall be borne entirely as designated by the arbitrator. The arbitrator shall assign such expenses 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.

ARTICLE X

REPRESENTATIVES

1. The Union shall have representatives who are not employees of the Employer who shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area at any time with notice to the Employer as soon as is practicable.

2. In addition to above the Union may, upon written notice to the Employer, authorize a representative from among the employees of the Employer to carry out the intent and purposes of Article IX.

ARTICLE XI

EXAMINATION OF RECORDS

1. The Union representative shall have the right to examine all employee records pertaining to wages, hours and conditions covered by this Agreement, upon proper notification in advance to the Employer. The Employer shall make available original or copies of the original records for examination by the Union representative, upon eight (8) working hours' notice from the Union to the state office where the record is available.

ARTICLE XII

CHECKOFF

1. Whenever an employee coming under the terms of this Agreement executes and delivers to the Employer a proper written assignment for the deduction of Union dues and initiation fees from his wages, and the financial secretary of the Union notifies the Employer that such Union dues are due, the Employer agrees to make such deduction within thirty-one (31) days from the date of the notification and to remit to the Union the amount so deducted, together with a list of employees showing amounts deducted from each. This list will also include all employees and their classifications working under the jurisdiction of this Agreement.

All dues and initiation fee assignments executed by employees shall be effective for as long as such employee is employed by the Employer in classifications coming within the purview of this Agreement. However, assignments may be cancelled by an employee who gives notice in writing to the Employer within the ten (10) day period immediately preceding the first or subsequent anniversary date of this Agreement.

ARTICLE XIII

CLASSIFICATION AND WAGES

1.

a) Beginning January 16, 1974, the Employer agrees to be governed by the following schedule of wages and working conditions. In the event that work done by the employee can be construed as placing the employee in one or more of these classifications, then the Employer agrees to pay such employee according to the highest-rated classification worked, with a minimum of seven and one-half (7 1/2) hours' guarantee at the highest classification. When an employee is requested to work in a lower-rated classification, he shall receive his regular rate of pay for all such lower-rated work performed.

b) JOB CLASSIFICATIONS. The specifications of job classifications regarding skills, abilities, experience, work requirements and duties shall be established by the Employer and shall be based on NLRB determinations.

STEP

		1.	2.	3.	4.
Wage Group	I	9.50	9.97	10.27	10.67
Wage Group	II	8.90	9.27	9.57	9.97
Wage Group	III	8.20	8.57	8.87	9.27
Wage Group	IV	7.60	7.97	8.27	8.57
Wage Group	V	7.10	7.37	7.67	7.97
Wage Group	VI	6.60	6.87	7.17	7.37
Wage Group	VII	6.20	6.37	6.67	6.87
Wage Group	VIII	5.80	5.97	6.17	6.37

It is understood the Employer will have need for employees with special skills and abilities. The Union agrees to refer persons possessing such skills and abilities

2. WAGE PLAN.

a) RETROACTIVE REMUNERATION. All permanent and probationary employees on the payroll of the Employer, as of the date of the signing of this Agreement, shall receive remuneration of six (6%) per cent retroactive to July 16, 1973. The retroactive remuneration shall apply to gross wages earned by the employee from the Employer from July 16, 1973 through January 16, 1974.

b) TRANSITION WAGES. From and after January 16, 1974 until the date this Agreement is signed after ratification by the members of the Labor, Trades and Crafts Unit, all employees of the unit shall be paid according to the wage group and step in which they are located upon the date of signing. (Nothing herein shall abridge Employer's right to classify as set forth in section 1 (b) above.)

At the date of the signing of this Agreement the time intervals for progression within the steps shall begin to run.

c) STEP PROGRESSION. The entry rate for new employees shall be step 1 of the appropriate wage group. Successful completion of the probationary period shall entitle an employee to advance to step 2. Step advancement from step 2 to step 3 and from step 3 to step 4 shall occur at ninety (90) day intervals.

d) CURRENT EMPLOYEES. All persons who, as of the date of the signing of this Agreement are employees or who subsequently become employees in the bargaining unit and who, under the pay plan set forth in AS 39.27.010, were:

1. paid at step E or F shall have their wages set at step 4 of their new wage grade effective on the date, ninety (90) days after the signing of this Agreement, closest to the first (1st) or sixteenth (16th) of the month.

2. paid at step D shall have their wages set at step 3 of their new wage grade effective on the date, ninety (90) days after the signing of this Agreement, closest to the first (1st) or sixteenth (16th) of the month.

3. paid at step A on or before January 16, 1974 or paid at steps B or C shall have their wages set at step 2 of their new wage grade effective January 16, 1974 and shall remain in said step until the date, ninety (90) days after the signing of this Agreement, closest to the first (1st) or sixteenth (16th) of the month.

4. paid at step A after January 16, 1974 shall have their wages set at step 1 until they have successfully completed the probationary period prescribed by this Agreement, and then, effective on the date, thirty (30) days after the signing of this Agreement, closest to the first (1st) or the sixteenth (16th) of the month, their wages shall be set at step 2 of their new wage grade.

e) EXTENSION OF PROBATION. Any employee in probationary status under the present personnel rules, will remain in probationary status upon the signing of this Agreement until the date thirty (30) days after the signing of this Agreement, closest to the first (1st) or sixteenth (16th) of the month.

Correction Noted
[Signature]

[Handwritten initials]
1/16/74

f) INTENT. In this section, when reference is made to thirty (30) days after the signing of this Agreement, the parties intend that the progression in wage steps or entrance into permanent status shall occur on the next first (1st) or the sixteenth (16th) of a month after the period of thirty (30) days has expired. In the case of references to ninety (90) day intervals, the progression in steps shall occur on the first (1st) or the sixteenth (16th) of a month, whichever is closer to ninety (90) days.

3. SERVICE BONUS. Any employee who, from and after July 16, 1974, has completed seven (7) years of continuous service with the Employer and who has been in the final step of his wage grade and/or salary range for two (2) years shall be paid an additional forty cents (\$.40) per hour.

4. Where new types of equipment and/or operations, for which rates of pay are not established by this Agreement, are put to use after the effective date of this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put to use. In the event that negotiations cannot be finalized to the satisfaction of both parties, the matter shall be referred to the grievance procedure.

5. SUBSISTENCE. Subsistence shall be calculated at a daily rate according to geographical location and only at a permanent work location at (0) one dollar and eighty-seven cents (\$1.87) per day times step-due district.

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).....	9
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.

6. PREMIUM PAY.

- a) 1. For all work performed on the employee's first scheduled day off, one and one-half (1 1/2) times the basic rate of pay shall be allowed.
2. For all work performed on the employee's second scheduled day off two (2) times the basic rate of pay shall be allowed, provided the employee has worked, been compensated for, or has been excused from working on his last regularly scheduled work day.
3. All work performed on holidays shall be paid at one and one-half (1 1/2) times the basic rate of pay in addition to holiday pay.

b) SHIFT DIFFERENTIAL. Employees who regularly work a "swing" shift beginning between 12:00 noon and 7:59 p.m. shall receive shift differential pay of 3.75 per cent (%) for all compensable hours.

Employees who regularly work a "graveyard" shift beginning between 8:00 p.m. and 3:59 a.m. shall receive shift-differential pay of 7.5 per cent (%) for all compensable hours.

7. LIEN CLAUSE. A lien shall be created for any and all checkoffs and payments required by the Employer in favor of the employee as now exists by statute, which lien rights shall be cumulative in nature during the life of this Agreement.

8. Each new employee, unless otherwise designated, shall be hired as a probationary employee until the end of the probationary period of thirty (30) days. Upon completion of such period, he shall be considered a permanent employee and shall have seniority from his date of hire as well as regular accrual of sick and annual leave, holiday pay, retirement benefits, health and welfare coverage and every condition of any regular permanent employee in the unit.

9. The Employer may request a temporary employee. A temporary employee is one so designated for one hundred and twenty (120) days or less. A temporary employee is not entitled to sick and annual leave, holidays, health and accident insurance, pension benefits or unit-voting privileges. In lieu of such entitlements each temporary employee shall receive one dollar and ten cents (\$1.10) for each compensable hour worked. If the employee is retained in permanent status, the seniority shall be counted from the original date of hire.

10. PART-TIME EMPLOYEES. The Employer may establish a reduced work schedule for an employee on a continuing basis when the employee accepts such employment or agrees to the schedule in advance.

Part-time employees will be paid at time and one half for hours worked prior to or beyond, and continuous with their regular shift; or on call-in. Permanent part-time employees will be paid holiday pay according to the hours they are normally scheduled to work or in proportion to the number of hours worked on the holiday. Permanent part-time employees will be fully covered for all medical, dental, audio-visual and life insurance offered by the Employer to regular permanent employees. Benefits for sick and annual leave, retirement pension pursuant to pertinent statutes and regulations, and vacation time shall accrue proportionate to the benefits for full-time service.

The parties agree that the Employer has need for casual part-time employees who will not be covered by the schedule and overtime provisions of section 8 or the benefit provisions of this Agreement. Such casual part-time employees shall be paid in accordance with the appropriate pay schedule of this Agreement.

11. TRAINEE OR APPRENTICESHIP. It is understood and agreed that both parties will consider each training or apprenticeship program individually and reach mutual agreement on wages and conditions implemented.

12. CHANGE IN POLICY. It is mutually understood that there is no desire on the part of the Union to dictate the business policies of the Employer but when the Employer contemplates a change in policy affecting the welfare of the employees, proper and reasonable notice shall be given to the Union.

13. LONGEVITY. AS 39.27.022 shall not apply to the employees in the Labor, Trades and Crafts Unit.

ARTICLE XIV

WORKING RULES

1. The work week shall consist of thirty seven and one-half (37 1/2) hours within five (5) consecutive days.

2. The Employer agrees that the employee shall be paid overtime for all work in excess of seven and one-half (7 1/2) hours in any one (1) day and thirty seven and one-half (37 1/2) hours in any one (1) week, at the appropriate overtime rate of pay.

3. When a shift is started, no less than four (4) hours shall be allowed. If more than four (4) hours is worked, then the full shift shall be allowed. Seven and one-half (7 1/2) hours shall constitute a shift.

4. SHOWUP TIME. Employees reporting to work and not put to work shall receive four (4) hours' pay at their regular straight-time rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of a shift. When the shift is started, four (4) hours shall be allowed. If the second (2nd) half is started, then a whole shift shall be allowed.

5. STANDBY TIME. When employees are required to standby because of temporary breakdown or shortage of materials, temporary weather conditions or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the lost time.

6. CALL-BACK. When an employee has completed his regularly scheduled shift and is called back to perform work of any nature within four (4) hours after his regular shift, he shall be paid for all additional hours worked at the appropriate overtime rate. The employee shall receive a guaranteed minimum of four (4) hours' pay at the proper overtime rate.

7. STARTING TIME. Regular starting times will be established for each operation governed by this Agreement and such starting times shall be mutually agreed to by both the Union and the Employer.

8. TIDAL OPERATIONS. When it is necessary to work with the tide, any such working hours may be changed at the option of the Employer to meet tidal conditions; however, when these conditions make it impossible for full shift operations, the employees shall be paid for a full shift regardless of whether a full shift is worked. No split shift which extends into the next tide shall be worked except at the overtime rate.

9.

a) Authority for orders to employees covered by this Agreement will be delegated by the Employer.

Orders to the employees will be by a management representative to a foreman or leadman and from a foreman or leadman to other employees performing the work.

b) When four (4) or more employees, except for laborers in public buildings, are employed on the same shift or as a crew, one (1) shall be selected by the Employer as a working leadman and shall be paid at the proper rate.

c) When eight (8) or more employees are employed on the same shift or as a crew in an immediate area, one (1) shall be selected as a nonworking foreman and shall be paid at the proper rate.

10. EMERGENCY CONDITIONS. Where an emergency exists which has been caused by events beyond the control of the Employer which endangers life or property, such work shall be done at the straight-time rate even though such work is done on Saturdays, Sundays or holidays. All such work which is in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week shall be paid for at the overtime rate.

ARTICLE XV

TRAVEL AND MOVING

1. TRAVEL AND PER DIEM. If an employee is required to travel in travel status, he shall be paid a minimum of four (4) hours at his regular straight-time rate. If the travel time is more than four (4) hours in any twenty-four (24) hour period, he shall receive a minimum of seven and one-half (7 1/2) hours at his regular straight-time rate. Travel time shall not be considered time worked for the purpose of computing overtime for that particular day.

2. 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. As to any one location assignment, the first thirty (30) days will be at the short-term per diem rate and the days after that at the long-term rate. 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.

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

3. 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.

4. REIMBURSABLE MOVING EXPENSES. Employees shall be reimbursed for moving expenses under Section 7676 of the "State Administrative Manual", provided that sub-section (3) shall be at the rate of sixteen cents (16¢) per mile.

Transfer between duty stations and travel in exercising retention rights at the employee's option will be at the employee's expense.

5. The Employer shall insure the life of every employee against accidental death while in travel status away from his duty station in the amount of \$35,000.00 at no cost to the employee. The employee shall name the beneficiary.

* House Election District "0" denotes any place not in Alaska.
 ** "Short-term" rate is rounded to nearest whole dollar.

6. TEMPORARY ASSIGNMENTS. Travel assignments shall be made in order of seniority. When an employee is traveling between work assignments or is temporarily assigned to work a distance of more than fifty (50) road miles away from his regularly assigned work location, the Employer will pay actual food costs; such allowances shall be paid after submission of valid supporting receipts.

ARTICLE XVI

REMUNERATION

1. It is understood and agreed by the parties that no permanent employee shall suffer a reduction in the wages or remuneration he now receives by reason of the fact this Agreement has been executed.

2. TIME CARDS. Time-card hours of employees shall not be changed without first consulting with the employee involved and the authorized Union representative. Copies of the employee's time cards shall be made available by the Employer for inspection by the employee or authorized Union representative upon eight (8) working hours' notice by the Union to the state office where the records are maintained. Refusal to furnish time cards as specified herein, shall entitle the employee to wait-time pay of seven and one-half (7 1/2) hours for each twenty-four (24) hour period thereafter. The Employer shall not be required to keep time cards over sixty-five (65) days. An employee having a discrepancy in his time card must bring same to the attention of the Union within sixty (60) days after such discrepancy.

ARTICLE XVII

CONDITIONS

1. LUNCH BREAK. A lunch period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past his normal shift and such additional lunch periods shall be considered as time worked at the proper overtime rate.

2. RELIEF PERIOD. All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken consistent with the above schedule.

3. PAY DAY.

a) The Employer shall establish a regular pay day semi-monthly on which employees shall be paid. If a regular pay day falls on a holiday, Saturday or Sunday, then the last working day before such holiday, Saturday or Sunday shall be considered pay day. Failure of the Employer to pay the employees as described herein, shall entitle the employees to wait-time pay of seven and one-half (7 1/2) hours pay for each twenty-four (24) hour period thereafter.

b) ITEMIZED DEDUCTIONS. The Employer shall itemize all deductions except deferred compensation on pay checks so employees can clearly determine the purposes for which amounts have been withheld and shall include the number of straight-time hours, overtime hours, dues deductions and basic rate per hour paid.

4. PAY SHORTAGES. Pay shortages shall be paid promptly after receipt of the employee's complaint and within a time frame mutually agreed by the Union and the Employer. If not paid within the prescribed period, the penalties set forth in section 3 (a) shall apply.

5. TERMINATION PAY. When an employee is terminated, his wages become due immediately and shall be paid within a time frame mutually agreed by the Union and the Employer. If not paid within the prescribed period, the penalties set forth in section 3 (a) shall apply.

ARTICLE XVIII

HOLIDAYS

1. Holidays recognized are:

New Years Day	Lincoln's Birthday
Washington's Birthday	Seward's Day
Memorial Day	Independence Day
Labor Day	Alaska Day
Veterans' Day	Thanksgiving Day
Christmas Day	

Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal holiday.

2. OBSERVANCE OF HOLIDAYS. A designated holiday will normally be observed on the calendar day on which it falls, except employees who are regularly scheduled to work Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Only those employees designated in advance by appropriate supervision will be required to work on a designated holiday. When a designated holiday falls on an employee's scheduled day off, other than Saturday or Sunday, the day off may be rescheduled to another day within the work week.

3. PAY FOR DESIGNATED HOLIDAYS. Any of the above designated holidays when not worked by an employee, shall be paid at the rate of seven and one-half (7 1/2) hours at straight-time pay. An employee who is required to work on any one (1) of the designated paid holidays shall be paid time and one-half for hours worked plus holiday pay as designated above.

ARTICLE XIX

ANNUAL LEAVE

1. Employee's vacation-time credits shall accrue from the date of employment at the rate of one and one-quarter (1 1/4) days per month or majority fraction thereof for a period of two (2) years, at which time the employee shall be entitled to and shall take fifteen (15) working days' vacation with full pay each calendar year. Vacation-time credits, however, shall not be allowed to any employee whose term of employment is less than sixty (60) days. However, any employee who has worked over the sixty (60) day period but who terminates prior to the time

that a vacation is taken, shall receive credit for one and one-quarter (1 1/4) days per month for each month worked from the inception of his employment and shall receive pay for the amount of credits so accumulated. After an employee has worked for a period of two (2) years, section 2 of this provision shall apply.

2. Employees with two (2) years or more employment shall start accruing one and three-quarter (1 3/4) days per month from the beginning of the third (3rd) year of employment and shall take twenty (20) working days' vacation with full pay for each year thereafter. Any employee who has worked over the two (2) year period, but who terminates prior to the time that a vacation is due, shall receive credit for one and three-quarter (1 3/4) days per month for each month worked from the beginning of the third (3rd) year of employment and shall receive pay for the amount of credits so accumulated.

3. Employees with five (5) years or more employment shall start accruing two (2) days per month from the beginning of the sixth (6th) year of employment and shall take twenty-four (24) working days' vacation with full pay for such years employment. Any employee who has worked over the five (5) year period but who terminates prior to the time that a vacation is due shall receive credit for two (2) days per month for each month worked from the beginning of the sixth (6th) year of employment and shall receive pay for the amount of credits so accumulated.

4. Employees with ten (10) years or more of employment shall start accruing two and one-half (2 1/2) days per month from the beginning of the eleventh (11th) year of employment and shall take thirty (30) working days' vacation with full pay for such years' employment. However, any employee who has worked over the ten (10) year period but who terminates prior to the time that a vacation is due, shall receive credit for two and one-half (2 1/2) days per month for each month worked from the beginning of the eleventh (11th) year of employment and shall receive pay for the amount of credits so accumulated.

5. EXTENDED VACATION LEAVE. Any employee desiring extended vacation leave shall secure written permission from both the Employer and the Union. Such extended vacation leave without pay shall not exceed fifteen (15) working days in any year. The employee may not accept any other type of employment under a Tri Trades Labor Agreement while on vacation or extended leave. Proven violation of this section will subject the employee to termination.

6. All vacation time accumulated prior to the effective date of this Agreement may be retained and used at the employee's discretion, following established leave-requirement provisions.

7. Vacations may be taken at any time with the permission of the Employer whenever business permits.

ARTICLE XX

LEAVES OF ABSENCE

1. APPLICATION FOR LEAVES OF ABSENCE. No application for a leave of absence, as described in this article, will be considered, unless it is applied for in writing and presented to the employee's immediate supervisor for his approval.

2. TEMPORARY ABSENCE FOR DISABILITY, ILLNESS OR INJURY. A permanent employee who shall be found and certified by a medical doctor to be unable to perform his regular assigned or alternate duties within this bargaining unit, as approved by the attending physician, because of disabling illness or injury, shall upon request receive a leave of absence without pay up to twelve (12) months but with service credit and seniority accumulating. If the disability continues beyond twelve (12) months and the employee has not returned to work, his service credit and seniority will be broken and terminated, unless otherwise mutually agreed by the Union and the Employer.

3. OTHER APPROVED ABSENCE. Permanent employees may be granted a leave of absence without pay for death in the family, quarantine, marriage or voluntary service with a government agency. Leaves of absence may also be granted for other miscellaneous reasons. Application for such approved absence should be made to the immediate supervisor in accordance with the provisions of this Agreement.

4. NON-WAR MILITARY DUTY ABSENCE AND PAYMENT. An employee who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. The leave of absence shall not exceed three (3) working days.

An employee of the state who is a member of a reserve component of the United States Armed Forces, national or Alaska guard or naval militia is entitled to a leave of absence without loss of pay, time or performance rating on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction. The leave of absence may not exceed sixteen and one-half (16 1/2) working days in any calendar period beginning January 16 and ending January 15.

5. ABSENCE AND PAYMENT FOR JURY DUTY AND WITNESSES. An employee who is called for jury duty or who is subpoenaed to appear in court in Alaska as a witness will be compensated by the Employer for the difference between payment received for such compulsory jury duty or court appearance and the payment he would have received for the straight-time hours he was thereby required to lose from his regular work schedule but not to exceed five (5) seven and one-half (7 1/2) hour days per week, computed at his established basic hourly wage rate. However, when subpoenaed by a party other than the Employer, the employee will not be compensated if the employee, the Employer or the Union is a party in the case, or if the employee has any direct interest or financial interest in the case. Differential payment shall be made so long as such jury duty or court appearance continues only upon presentation of documentary proof of jury duty or court appearance and the payment received therefor. Continuous-service credit and duly established seniority privileges will accumulate during such leaves.

6. ELECTIONS. If the Employer has so placed an employee that he is unable to vote on his off-duty time, it shall be the responsibility of the Employer to provide time and transportation during normal working hours, without loss of pay to the employee, for each permanent employee to vote in federal, state, city, borough and Union elections.

7. MATERNITY LEAVE. Immediately preceding and following childbirth, a female employee is entitled to take a total of nine (9) weeks' leave. This leave shall be charged first to sick leave and if this insufficient, to annual leave, then to leave without pay for the balance of the period of nine (9) weeks.

Upon application and under extenuating circumstances, additional leave may be granted by the appointing authority. A physician's certificate shall be required to support the additional leave request. Where a maternity leave of absence is taken in accordance with the provisions of this section the employee shall accumulate service credit and seniority during such leave of absence.

8. ADMINISTRATIVE LEAVE. Administrative leave shall be granted for no more than three (3) state employee members of the Labor, Trades and Crafts Unit negotiating committee for a reasonable time necessary for the conduct of contract negotiations.

ARTICLE XXI

SAFETY AND LIABILITY

1.

- a) The Employer shall provide all tools and equipment required which shall be maintained in a safe condition.
- b) No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment.
- c) Employees shall be required to turn in equipment condition reports.

2. All work should be executed in a safe manner. The "Alaska State Safety Code" and "OSHA" regulations shall serve as minimum standards.

3. Safety devices and first-aid equipment, as may be needed for safety and proper emergency medical treatment, shall be provided by the Employer. Each employee shall be responsible to account for the tools, clothing and equipment so supplied, ordinary wear and tear excepted. Nonexpendable tools or protective clothing which become lost, damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

The Employer shall furnish such safety equipment and protective clothing as is necessary for the safety of the employees.

4. A safety committee composed of equal representation from the Employer and the Union or designated employee representatives shall be created by the Employer to inspect all tools and equipment, review safety programs and training, and enforce safety practices and regulations. The safety committee shall have specific authority to deny the department concerned the right to operate equipment until the safety committee has approved equipment and conditions as being safe. The Safety Committee shall have the right to recommend disciplinary action for any employee who habitually disregards safety practices and regulations.

5. A safety and first-aid program, as required by the state safety code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours without loss of pay to the employee.

6. The Union will cooperate with the Employer in order to have at least one (1) man in each ten (10) employed who is a trained first-aid man.

7. SPECIAL FIRST-AID REQUIREMENTS.

- a) The Employer will keep and maintain fully-equipped standard first-aid kits (as prescribed by the National Safety Council). Where equipment for isolated crews are working remote areas or in areas where first-aid kits are not immediately available, such kits shall be provided and be accessible on each machine and/or for each crew.
- b) Every foreman in the bargaining unit shall have a current state-approved first-aid card.
- c) Blankets and stretchers shall be maintained for the use of employees who may be injured.
- d) Employees whose injuries require the use of a stretcher or ambulance shall be accompanied to the hospital by an attendant.
- e) Immediate transportation must be provided seriously injured or ill employees and such transportation must have precedence over all other transportation.
- f) The Employer shall also notify the Union, as promptly as possible, of lost-time accidents and shall furnish the Union with a copy of the Employer's accident report at the time such report is furnished to the insurance company.

8. SANITARY REQUIREMENTS. Where temporary camp housing is furnished each man shall be allowed housing of approximately sixty (60) square feet of floor area and shall be furnished with a weekly change of linen. Shelterwells and similar structures shall require approximately ninety (90) square feet of floor area per man. Adequate closet or locker space shall be provided each man and where more than two (2) men are housed in a single room, a locker and keys or lockable closet shall be provided each man. There shall be no more than four (4) men housed in a standard 16' x 24' shelterwell. Room attendants shall be required to sweep floors and tidy rooms daily, excluding Sundays and holidays, and one (1) day each week shall give each room a general cleaning, including antiseptic treatment of floors. The Employer shall furnish an adequate number of washers and dryers, both in camp and in facilities arranged for through a third (3rd) party. However, employees covered by this Agreement shall be entitled to as favorable camp conditions as other employees employed on the project. Alberta or equal quality trailer camps are acceptable, providing the patented or similar covered walkways are installed.

9. REFUSAL TO RIDE IN UNSAFE EQUIPMENT. It shall not be considered a violation of this Agreement where men refuse to work with or ride in unsafe equipment, where adequate safeguards are not provided or when the facilities and services are not being maintained in a sanitary condition.

10. SHELTER REQUIREMENTS. Warm and adequate shelter shall be provided for the men by the Employer in which to dry their clothes and eat their lunches.

11. EQUIPMENT REQUIREMENTS. To insure safety and to eliminate unnecessary occupational accidents, the Employer agrees that all equipment shall be properly cabbed and screened.

12. DRINKING WATER. Cool, clean, drinking water in sanitary containers and disposable cups will be provided in adequate supply in close proximity to workmen at all times.

13. TOILETS AND URINALS. On all projects covered by this Agreement there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals.

14. ACCIDENT BOARD.

a) The Employer shall have an accident board. The accident board shall consist of two (2) members chosen by the authorized Union representative and two (2) members chosen by the Employer. The accident board shall investigate all accidents and shall render a decision as to whether it is a chargeable or nonchargeable accident within seven (7) days following said accident. No disciplinary action shall be taken against any employee involved in an accident until the accident board has thoroughly investigated said accident. The recommendations of the accident board shall be followed, unless the employee wishes to dispute the recommendations of the accident board, in which case the dispute shall be referred to the grievance procedure for further action.

b) The Employer agrees that prior accidents, reprimands or disciplinary action will not be considered at accident board hearings unless the prior incidents relate to the accident under investigation.

ARTICLE XXII

SENIORITY

1. Duty-station seniority shall be established as follows: the employee having the longest term of service in the employee's classification at any one duty station with the Employer shall be number one on the seniority list at that duty station; and all other employees, likewise, shall be listed according to length of service with the Employer; such list shall be posted. Duty stations shall be mutually agreed by the Union and the Employer.

a) Duty-station seniority shall not in any way affect the employees overall seniority with the Employer for the purposes of vacation, holiday and/or other fringe benefits.

2. Layoffs, including layoffs caused by elimination of jobs, shall be made in the reverse order of seniority from among those qualified to perform the work. In rehiring, the same principle shall apply. This clause shall not apply to the discharge section.

3. Promotions, including promotions to newly created jobs, shall be made in order of seniority, provided the employee is equally qualified and competent for the proposed classification with all other employees in said classification and when mutually agreed upon by both the Union and the Employer.

4. If the Employer should reclassify any employee to a position outside the bargaining unit, the employee shall be entitled to six (6) months' grace without loss of seniority.

5. Extra employees shall not be given preference over regular employees for overtime under any conditions, unless mutually agreed upon by both the Union and the Employer.

6. Seniority shall be terminated and the Employer-Employee relationship shall be severed by the following conditions:

a) proper discharge.

b) layoff of twelve (12) months' duration.

c) resignation.

d) failure to return from leave of absence, vacation or seasonal layoff on agreed date, unless approval has been obtained from the Employer, emergencies excepted, unless otherwise mutually agreed upon by both the Union and the Employer.

7. Overtime shall not be compulsory, excepting in dire emergency, and shall be distributed as evenly as possible among those employees desiring to work the overtime. Unless otherwise mutually agreed upon by both the Union and the Employer, straight seniority shall govern on the rights of refusal.

ARTICLE XXIII

HEALTH AND SECURITY

1. The Employer agrees to pay all insurance premiums for all permanent employees, their spouse and dependents for health, dental and audio-visual insurance at the level of coverage afforded employees on the date of signing. Permanent part-time employees will likewise be covered but not their dependents or spouse.

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

ARTICLE XXIV

PENSION AND RETIREMENT

The employee shall enjoy the retirement benefits as outlined in the applicable statutes relating to the Public Employees' Retirement System.

ARTICLE XXV

UNEMPLOYMENT INSURANCE

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

ARTICLE XXVI

SICK LEAVE-FUNERAL LEAVE

1. Employee's sick-leave credits shall accrue at the rate of one and one-fourth (1 1/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages.

2. To be eligible for sick-leave pay when the absence exceeds three (3) days, employees shall be required to furnish a doctor's certificate to the Employer, certifying that the employee was physically unable to perform his duties. Any employee who abuses the sick-leave privilege is subject to disciplinary action.

3. The employee shall be allowed time off without loss of pay for time spent off the job while under the care of a dentist, for such treatment as provided under the health and welfare plan.

Such time off shall be deducted from the employee's accumulated sick-leave credit account in increments of not less than one (1) hour with a minimum of two (2) hours for any one appointment. To be eligible for such sick leave pay, the employee shall notify the Employer not less than one (1) day in advance of such appointment. However, in cases of emergency, the employee need not give notice to the Employer, but must show evidence of such emergency upon return to work. Upon completion of such appointment or series of appointments, the employee shall provide the Employer with a dentist's certificate, in a form acceptable to the Employer, that shall contain the date and hour of when such appointment or series of appointments were scheduled and completed.

4. In the event of a death in the employee's immediate family, the employee shall be allowed up to five (5) working days off without loss of pay - from and including the date of death; to and including the date of the funeral - for the purpose of tending the funeral. Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law or father-in-law. Funeral-leave time shall be deducted from accumulated sick leave.

ARTICLE XXVII

SEPARABILITY AND SAVINGS CLAUSE

1. Should it be determined that any article of this Agreement is unlawful then such article:

EFFECT OF LAW

In the event that now or hereafter there is any state or federal law or any directive, order, rule or regulation made pursuant thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule or regulation shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now or thereafter requires the approval of any government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects, the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

2. In the event of any conflict between this Agreement and any law, the terms of this Agreement supersede all laws, rules, regulations and orders in their application to the bargaining unit.

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this Agreement is the entire Agreement and includes all collective negotiations during its term.

3. MERIT SYSTEM 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.

Should this Agreement or any section or article be found not in compliance with federal merit system standards, where such standards are required as conditions for the receipt and expenditure of federal funds, the Employer and the Union agree to immediately convene and renegotiate the Agreement, section or article to comply with such standards.

TERM OF AGREEMENT

1. This Agreement shall become effective January 1, 1974, and shall remain in effect through December 31, 1974, and shall remain in effect thereafter from year to year.

2. Either party shall give written notice to the other within forty-five (45) days of the thirty-first (31st) day of December, 1974 or any year thereafter, of its desire that the contract be renegotiated; all wage scales shall be retroactive to the effective date of the new contract.

3. This Agreement is executed this 22^d day of March 1974, by the duly-authorized agents and representatives of the parties hereto. No previous oral agreements shall apply after the signing of the Agreement. The only written agreements which shall apply after the signing of the Agreement are hereby attached and identified by reference to HS 140, SB 452, SB 453, SB 454, Union Security Referendum and Letters of Understanding 1 and 2.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year hereinabove first written.

ALASKA TRI-TRADES PUBLIC
SERVICE COUNCIL

By Jefferson Barry

Jeff Barry 16 Mar 74
w/ corrections noted p 9 & 11

State of Alaska
EMPLOYER NAME

By Joseph R. Harris
Comm. of Admin.

JRH - 15 Mar. 74

Introduced: 4/1/74
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 511

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 appropriations to the Department
7 of Administration for employee pay increases; and
8 providing for an effective date."

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

10 * Section 1. The sum of \$2,734,400 is appropriated to the Department of
11 Administration for the fiscal year ending June 30, 1975, for pay increases
12 for those employees in the labor trades and crafts bargaining unit formed
13 under the authority of the Public Employment Relations Act.

14 * Sec. 2. The amount appropriated in sec. 1 of this Act is in addition
15 to amounts included for the same purpose in Senate Bill No. 448,
16 Eighth Legislature, Second Session and is from the following sources:

17	General Fund	\$1,927,800
18	International Airports Revenue Fund	341,800
19	Highway Working Capital Fund	<u>464,800</u>
20		\$2,734,400

21 * Sec. 3. The sum of \$1,203,300 is appropriated to the Department of
22 Administration for the fiscal year ending June 30, 1975 for pay increases
23 for employees in the job classes eligible to vote by April 26, 1974, for
24 representation under the Public Employment Relations Act.

25 * Sec. 4. The amount appropriated in sec. 3 of this Act is in addition
26 to amounts included for the same purpose in Senate Bill No. 448,
27 Eighth Legislature, Second Session and is from the following sources:

28	General Fund	\$1,082,900
29	International Airports Revenue Fund	60,200

COMMITTEE COPY

1 Highway Working Capital Fund

60,200

2 \$1,203,300

3 * Sec. 5. This Act takes effect July 1, 1974.
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April 1, 1974

SB 511

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

Dear Mr. President:

Pursuant to the Uniform Rules of the Legislature, I am transmitting a bill making an appropriation for the fiscal year ending June 30, 1975, to cover the cost of employee pay increases for those employees in the labor trades and crafts bargaining unit which are in excess of the amounts requested in Senate Bill No. 448. This additional request is related only to the salary portion of the settlement. All fringe benefits remained substantially the same as those negotiated for the general government employees.

The increased salary settlement for these employees results from the recognition by all the negotiators of the contract that present state pay rates for these employees have fallen behind those in private and comparable governmental sectors. The "1973 Survey of Salaries and Benefits and Salary Recommendations" prepared by the Department of Administration supports this view of salaries for employees in this bargaining unit.

This bill also includes the estimated cost of including in the labor trades and crafts bargaining unit those employees eligible to vote by April 26, 1974, for representation under the Public Employment Relations Act.

Sincerely,

William A. Egan
Governor

Enclosure

ALASKA STATE LEGISLATURE

EIGHTH Legislature SECOND Session

BILL NO. 511
SENATE

By THE RULES COMMITTEE BY REQUEST OF THE GOVERNOR

"An Act making appropriations to the Department of Administration for employee pay increases; and providing for an effective date."

approx. Dept. Administration

Introduced in the Senate 4/1, 1974

HISTORY IN THE SENATE

19 74

4 1

Read first time and referred to Committee on

Finance

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by President
Sent to House

SECRETARY OF THE SENATE

HISTORY IN THE HOUSE

19

Read first time and referred to Committee on

Reported back with recommendation that

Read second time and

Read third time and

PASS : Yeas
Nays
Absent
Excused

Effective Date

PASS : Yeas
Nays
Absent
Excused

Reported correctly engrossed
Signed by Speaker
Returned to Senate

CHIEF CLERK OF THE HOUSE

HISTORY IN THE SENATE

19

Received from House

Reported correctly enrolled

Sent to Governor

..... By Governor

Filed with Lt. Governor

Chapter No.