

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

SB 512, 513, 514, 517 312 312



# 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

April 5 1974

The Committee on FINANCE has had SB 513 supplemental appron. to Dept. of Administration pay increases for employees in labor under consideration. A Majority of the members of the Committee traded

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

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 RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 512

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

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

10 \* Section 1. The sum of \$701,500 is appropriated to the Department of  
11 Administration for the fiscal year ending June 30, 1974, 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 appropriated for the same purpose in Senate Bill No. 451,  
16 Eighth Legislature, Second Session and is from the following sources:

17	General Fund	\$496,600
18	International Airports Revenue Fund	85,600
19	Highway Working Capital Fund	<u>119,300</u>
20		\$701,500

21 \* Sec. 3. The sum of \$308,700 is appropriated to the Department of  
22 Administration for the fiscal year ending June 30, 1974 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 appropriated for the same purpose in Senate Bill No. 451,  
27 Eighth Legislature, Second Session and is from the following sources:

28	General Fund	\$277,900
29	International Airports Revenue Fund	15,400

1 Highway Working Capital Fund 15,400

2 \$308,700

3 \* Sec. 5. This Act takes effect on the day after its passage and  
4 approval or on the day it becomes law without approval.  
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4 approval or on the day it becomes law without approval.

AFTER RECESS

1:40 p.m.

Present: All members present. Commissioner Henri, Department of Administration, and Senate President T. Miller were also present.

SB 511 Senator Groh called the meeting to order and said the committee would hear testimony regarding SENATE BILL NO. 511 (An Act making appropriations to the Department of Administration for employee pay increases; and providing for an effective date). Commissioner Henri explained this legislation appropriates \$2,734,400 for pay increases for employees in the labor trades and crafts bargaining unit.

Commissioner Henri explained the Tri Trades agreement stating that the idea is "equal pay for equal work." They eliminated the 8 steps (in pay ranges) and put all employees on one rate. Tri Trades felt that a person who is on the job and who is productive should receive the same pay as a person who has been employed for a long period of time. Commissioner Henri continued that when they eliminated the pay steps it meant they had to bring all the employees up to the higher step. He stated that the rates in the contract are comparable to other maintenance rates being paid by the City of Anchorage and the City of Fairbanks.

In answer to Senator T. Miller, Mr. Henri said that the contract is in effect right now.

Senator Palmer asked if it is correct that regardless of how many years a man has been on the job if he doesn't pay his dues then he is out of a job. Commissioner Henri stated that this is true but the majority of the members voted this in.

Senator Groh asked if this \$2 million is in addition to what these employees will receive under the APEA raise. Mr. Henri answered yes.

In answer to Senator Sackett, Mr. Henri said the negotiators for the State were Bob Smith, Commissioner of Labor, Pat Hunt, Director of Personnel, and himself. There were also numerous advisors.

Senator Lewis asked about the wage scale. Mr. Henri said the wage scale goes from \$6.37 an hour to \$10.67 an hour. The employees concerned are "blue collar" workers.

In answer to Senator Butrovich, Commissioner Henri stated that overtime is paid at a rate of one and one-half times the hourly rate for anything over 37.5 hours a week.

Instead of a 9 step geographic differential, Mr. Henri said these employees now receive \$1.87 more a day depending on what area of the State they are in -- at Barrow this would be nine times \$1.87 per day.

Commissioner Henri said the benefits are identical to the APEA contract.

Senator T. Miller asked what the approximately across the board increase is for this group. Commissioner Henri said it is about 21% increase for the employees who were at the higher steps -- for those at the lower steps it is more.

Senator Palmer asked if the group would not come back in a few years and request the pay range steps. Commissioner Henri said he had argued this same point during negotiations and the union said they would not. He added that unions operate under this theory -- equal pay for equal work.

Senator Ray moved and asked unanimous consent that SB 511 pass from committee with individual recommendations. Senator Palmer objected. There were four votes to pass the bill from committee.

Senator Palmer and Senator Lewis left the meeting.

SB 512 Senator Groh noted that an error had been made -- SB 511 provided funding for FY 75 while SB 512 provided for funding for FY 74.

SB 513  
SB 514 Senator Groh moved and asked unanimous consent that the committee rescind its action on SB 511 and pass out SB 512 with individual recommendations. No objection, so ordered. (Senators Groh, Ray, Poland and Sackett signed "do pass" and Senator Butrovich signed "do not pass") The committee then considered SENATE BILL NO. 513 (an Act making an appropriation to the Department of Administration; and providing for an effective date) and SENATE BILL NO. 514 (same title). These bills pertain to the Highway Working Capital Fund. Mr. Henri stated it will cost the

BY AND BETWEEN

*John ...*  
22 March 74  
J.E.W.

THE STATE OF ALASKA

AND

ALASKA TRI TRADES PUBLIC SERVICE COUNCIL

PREAMBLE

This Agreement is made and entered into this 22d 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 a 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. REVOCATION 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 15, 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 Made*  
*[Signature]*

*[Signature]*  
*16, 1974*

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 3:00 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. TRAINER 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.

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. Wherean 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 cabled 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 attending 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.



# 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

Introduced: 4/1/74  
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

2 SENATE BILL NO.513

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 an appropriation to the Department  
7 of Administration; 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 \$1,210,100 is appropriated from the general fund  
11 to the Department of Administration for distribution to the departments  
12 of state government for their use in paying increased equipment rental  
13 rates to the Highway Working Capital Fund for the fiscal year ending  
14 June 30, 1975.

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

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COMMITTEE REPORT

4/1/74

SENATE

Mr. President:

Date \_\_\_\_\_

The Committee on FINANCE has had SB 513 appropriation to Dept. of Administration for paying equipment rental rates 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

BY THE RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

1 IN THE SENATE

2 SENATE BILL NO. 513

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 an appropriation to the Department  
7 of Administration; 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 \$1,210,100 is appropriated from the general fund  
11 to the Department of Administration for distribution to the departments  
12 of state government for their use in paying increased equipment rental  
13 rates to the Highway Working Capital Fund for the fiscal year ending  
14 June 30, 1975.

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

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29 COMMITTEE COPY

April 1, 1974

515 513

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 period ending June 30, 1975, to provide payment of increased rental rates to the Highway Working Capital Fund necessitated by the increased salaries which will be paid as a result of the negotiated contracts with state employees. The Department of Administration will distribute these funds to the state agencies affected by the increased equipment rental rates.

Sincerely,

William A. Egan  
Governor

Enclosure

ALASKA STATE LEGISLATURE

EIGHTH Legislature SECOND Session

SENATE BILL..... NO. 513....

By THE RULES COMMITTEE BY...  
REQUEST OF THE GOVERNOR

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

approp. Dept. Administration

Introduced in the Senate 4/1... , 19 74

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

COMMITTEE REPORT

4/1/78

SENATE

Mr. President:

Date April 3, 1978

The Committee on FINANCE has had SB 514 supplemental approp. to Department of Administration for equipment rental rates under consideration. A Majority of the members of the Committee

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

Members signing the Majority report:

\_\_\_\_\_  
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Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:  
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 \_\_\_\_\_ 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. 514

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

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

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

10 \* Section 1. The sum of \$501,000 is appropriated from the general fund  
11 to the Department of Administration for distribution to the departments  
12 of state government for their use in paying increased equipment rental  
13 rates to the Highway Working Capital Fund for the fiscal year ending  
14 June 30, 1974.

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

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# RECORDS CERTIFICATION



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James A. Smith  
Signature of Camera Operator

4/26/89  
Date

Introduced: 4/1/74  
Referred: Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY  
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 514

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 EIGHTH LEGISLATURE - SECOND SESSION

5 A BILL

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

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

10 \* Section 1. The sum of \$501,000 is appropriated from the general fund  
11 to the Department of Administration for distribution to the departments  
12 of state government for their use in paying increased equipment rental  
13 rates to the Highway Working Capital Fund for the fiscal year ending  
14 June 30, 1974

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

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# RECORDS CERTIFICATION



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James O. Smith  
Signature of Camera Operator

4/26/89  
Date

3/2/74

# COMMITTEE REPORT

## SENATE

Mr. President:

Date April 2, 1974

The Committee on FINANCE has had BF 517

*making miscellaneous special appropriations relating to criminal justice*

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

Members NOT concurring in the Majority report:

- \_\_\_\_\_ recommends:
- \_\_\_\_\_ recommends:
- \_\_\_\_\_ recommends:
- \_\_\_\_\_ recommends:
- \_\_\_\_\_ recommends:

[Signature] Chairman

Introduced: 4/1/74  
Referred: Finance

1 IN THE SENATE

BY THE FINANCE COMMITTEE BY REQUEST

2 SENATE BILL NO. 517

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 miscellaneous special appropriations  
7 relating to criminal justice; and providing for an  
8 effective date."

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

10 \* Section 1. The sum of \$1,452,600 is appropriated from the general fund  
11 to be apportioned as follows:

12	(1) Department of Public Safety	
13	(A) for expansion of the CIB of the AST	\$403,000
14	(B) for addition of an arson specialist	
15	within the office of the fire marshal	\$ 31,200
16	(2) Department of Law for additional prosecutors	
17	and support staff in Fairbanks, Anchorage, Bethel and Valdez,	
18	and administrators statewide	\$377,800
19	(3) Department of Health and Social Services for	
20	corrections personnel to provide presentence reports in the	
21	third judicial district and bail supervision statewide	\$159,600
22	(4) Public Defender Agency for additional public	
23	defenders and support staff statewide	\$374,600
24	(5) Alaska Court System for investigators to	
25	determine eligibility for public defender services	\$ 40,400
26	(6) Criminal Justice Planning Agency for addi-	
27	tional planning and clerical staff to assure better	
28	coordinated manpower planning in criminal justice system	
29	components and to improve corrections planning and evaluation	\$ 66,000

1 \* Sec. 2. This Act takes effect July 1, 1974.  
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ALASKA  
STATE LEGISLATURE /

*MEMORANDUM*

TO: Legislators  
FROM: Jamie Love, Staff Assistant  
DATE: April 1, 1974  
RE: Criminal Justice

Enclosed is the third draft of a report prepared on criminal justice problems. Summarized, for convenience, are recommendations from the text of the report, legislative recommendations, and budget materials.

This report was prepared over the last two months. Extensive interviews with criminal justice personnel as well as independent research was undertaken. Credit for preparation and research goes to Sybil Davis, Danny Bowman, and Judy Vick, who contributed greatly to the final product.

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SUMMARY OF RECOMMENDATIONS FROM TEXT OF REPORT

The following is a summary of recommendations included in the text of the report.

#### POLICE PROFESSIONALISM

1. The legislature should request the Police Standards Council to undertake a study pertaining to police training and standards. This study should be made available to the next legislature in order to better assess the State's future role in regard to police professionalism. Areas the council should cover are summarized on pages 2 and 3.

#### CRIMINAL INVESTIGATION BUREAU

2. Although the CIB has the potential to provide professional, centralized, criminal investigations for the State, it is now limited by a shortage of manpower. Without sacrificing quality, however, it can only recruit and train a limited number of personnel at the present time. Sixteen additional personnel including 9 investigators, 2 technicians, and 5 clerk-typists, added to the CIB, and one investigator added to the Fire Marshall's office this year would bring the investigative capabilities of the Department of Public Safety up to a level more consistent with the current workload.

3. The Governor's Commission on the Administration of Justice should be authorized and directed to formulate guidelines for the ongoing review and monitoring of intelligence efforts in the State, much the same as the Justice Commission promulgated rules, regulations, and procedures for the Criminal Justice Information System. (AS 12.62.010.)

#### DEPARTMENT OF LAW

4. In order to improve the supervision of District Attorneys, enhance the capability of the Department to prosecute "white collar" and organized crime, and to provide for additional prosecutors, the Department should increase personnel in the criminal division. Recommendations for additional personnel are summarized on page 33.

5. The Department of Law should upgrade all prosecutor positions in order to insure that experienced and qualified prosecutors are employed. Recommendations regarding salary scales are listed on page 34.

6. Article 4, Unfair Trade Practices and Consumer Protection Sec. 45.50.521 (a) should be repealed. This statute prevents the Attorney General from releasing information or evidence produced by the Consumer Protection Office to a District Attorney or his investigator or to a law enforcement officer for use in a criminal prosecution.

7. The constitutional requirement for grand jury indictment should be changed, and prosecutors should be allowed to proceed upon "complaint or information."

#### PUBLIC DEFENDER AGENCY

8. The Public Defender Agency has suffered from under-management and under-funding since its inception. As a result, the agency may be forced to refuse to take on clients whom they are too over-extended to represent adequately. This will place the State in the position of appointing substitute attorneys to represent clients deemed eligible for services, causing the State to pay a higher cost for the defense of eligible individuals. To remedy these problems, new positions are recommended which are summarized on page 38.

9. Responding to criticism leveled at the Public Defender Agency for representing clients who are not indigent, and therefore not eligible, the legislature has removed the eligibility determination function from the agency, and placed it under the courts. In order to perform this duty properly, the court system has asked for investigators to determine eligibility for Public Defender services.

#### BAIL

10. Bail statutes as currently written provide adequate "public safety" provisions. If the legislature wants to provide supervision of persons out on bail, who are on conditional release, consideration should be given to providing staff within the Division of Corrections to perform this task. Recommendations for personnel are summarized on page 43.

#### PLEA BARGAINING

11. Modifications in the present system of plea bargaining should be left to the courts or the Department of Law. The Department of Law could promulgate regulations of its own, or the courts could deal with the system directly under Rules of Criminal Procedure.

#### SENTENCING

12. A primary failing of sentencing practices has been the inability to identify repeat offenders. This can be attributed to not having pre-sentence reports available. If pre-sentence reports become mandatory for all felonies, adequate staff to prepare these reports must also be forthcoming. Recommendations for pre-sentencing personnel are listed on page 49.

13. With or without pre-sentence reports, abuses in the sentencing process will occur as long as sentencing is not guided by structured goals and procedures. The courts should require judges to prepare written findings to accompany each felony sentence. These reports should explain the goals the sentence endeavors to accomplish and the relevant mitigating factors which were considered. Sentence reports should be available to the public, and forwarded to Corrections and Parole authorities. The court system should adopt guidelines and procedures regarding content of such reports.

#### PAROLE

14. The present volunteer Parole Board hardly serves its purpose, due to its inability to devote the necessary time towards making informed decisions. A professional full-time Parole Board should be created to carry out the parole function, and to periodically review correctional facilities and programs.

#### CRIMINAL JUSTICE PLANNING

15. The State Planning Agency should provide a forum for all related agencies to plan the use and expansion of manpower.

16. Coordination in the administration of criminal justice should be expanded to include local and regional meetings among the line personnel who are directly involved in the day-to-day operations of the criminal justice system agencies.

17. Since the policy decisions of the Commission must be implemented by the Planning Agency, the staff of the latter must be expanded accordingly if the Commission assumes a more active role in planning and coordination. Personnel recommendations are summarized on page 54.

#### ORGANIZED CRIME

18. Historically, organized crime has attempted to influence law enforcement agencies, as well as other government institutions. To deal with this problem, law enforcement agencies should develop internal discipline units.

19. In order to insure high moral and sophisticated law enforcement capabilities within the police agencies, the State should continue efforts to upgrade law enforcement training and education requirements.

20. The Attorney General should provide the leadership to bring together the relevant personnel for an inter-disciplinary organized crime unit. Essential to this approach is the availability within the Department of Law of prosecutors who are knowledgeable in tax and criminal fraud areas.

21. The Legislature should request that the Department of Law report to the Legislature next year on the status of organized criminal activity.

#### FUND RAISING

22. In order to protect the public, and those charities who become enmeshed unknowingly, from unethical and fraudulent charitable fund-raising activities, the Legislature should enact the necessary laws to regulate fundraising practices. Passage of Senate Bill 210 "An act relating to .... contributions for charitable purposes" or similar legislation is recommended.

LEGISLATIVE RECOMMENDATIONS

## SUMMARY OF LEGISLATIVE RECOMMENDATIONS

Passage of the following bills is recommended. This list is a summary of legislation that was taken into consideration during the development of this study, and deemed both reasonable and necessary.

HOUSE BILL 341 " An act relating to the appointment and approval and rejection of magistrates."

This bill has twenty sponsors in the house. It adds magistrates to the law requiring district court judges to stand for confirmation elections.

HOUSE BILL 543 " An act relating to unfair trade practices and consumer protection, and providing for an effective date."

Much needed bill to strengthen the States' ability to deal with "white collar" crime.

HOUSE BILL 776 " An act relating to the State Board of Parole"

This bill creates a full time parole board in accordance with the guidelines recommended by the National Commission on Criminal Justice Standards and Goals (1973). This bill could be amended to have applicants for positions on the Parole Board apply to the Judicial Council, for review and nomination to the Governor, rather than creating special advisory board to make the nominations.

HOUSE BILL 791 " An act repealing the prohibition against the release of information regarding unfair trade practice by the Attorney General to a district attorney or law enforcement officer for use in a criminal prosecution."

This bill strengthens the States' ability to deal with white collar crimes by repealing AS 45.50.521 (a) which prevents the Attorney General from releasing information or evidence produced by the consumer protection office to a district attorney. House Bill 543, an act relating to consumer protection, accomplishes the same goal, as well as adding other needed provisions to the consumer protection laws.

HOUSE BILL 792 " An act relating to aggravated assault."

Under present law, a person can be charged with a felony if a weapon of some kind is used in the course of an assault. If the person who assaults does not use a weapon, but still inflicts serious bodily harm, including maiming, disfiguring, or otherwise showing indifference to human life, he can only be charged with a misdemeanor. This bill, which was adopted from the model penal code, will provide for felony provisions when an assault inflicts serious bodily harm with indifference to human life.

HOUSE BILL 794 " An act relating to the crime of extortion, and providing for an effective date."

This is a bill directed at the activities of organized crime.

HOUSE BILL 802 " An act making miscellaneous special appropriations relating to criminal justice, and providing for an effective date."

This bill provides for approximately 1.5 million to buttress criminal justice components, as recommended in this report.

HOUSE JOINT RESOLUTION 93

" Proposing an amendment to the grand jury section of the Constitution of the State of Alaska."

This amendment would allow a prosecutor to proceed upon complaint or information, eliminating the provision for mandatory grand jury indictment. The amendment preserves the right to a preliminary hearing, which has better safeguards to an accused than Grand Jury proceedings.

SENATE BILL 210 " An act relating to the regulation of charitable organizations, and the solicitation of contributions for charitable purposes."

Legislation is needed to regulate fundraising practices. This bill will protect charities and the public from fraudulent practices. A possible amendment would be to place the administration of the act under the Department of Revenue, rather than the Department of Commerce.

SENATE BILL 313      " An act relating to bail, and providing for an effective date."

Reasonable bail bill which pertains to felonies, and gives the court the right to hold an individual 48 rather than 24 hours in order to allow the prosecutor to obtain evidence relevant to bail hearings.

SENATE BILL 394      " An act relating to receiving stolen property."

This Bill strengthens article 5 of the criminal code, Receiving Stolen Goods. Among other provisions, it provides that a person who violates the section is liable for civil action from the owner of the stolen property.

PROJECTED COSTS OF PERSONNEL RECOMMENDATIONS

SUMMARY OF PROJECTED COST FOR RECOMMENDED  
CRIMINAL JUSTICE SYSTEM PERSONNEL

Criminal Investigation Bureau	403,385
Fire Marshalls Office	31,232
Department of Law	377,800
Public Defenders Agency	374,600
Alaska Court System	40,416
Division of Corrections	
Bail Supervision	93,532
Pre-Sentence Report Personnel	66,170
Criminal Justice Planning Agency	65,963
	<hr/>
	\$ 1,453,098.00

CRIMINAL INVESTIGATION BUREAU

Proposed Appropriation for Manpower Increase

Chief Investigators: Individuals assigned to Anchorage.  
Salaries computed at Range 19, Step C.

(1)	One person for <u>Arson</u>	\$ 1,669 per mo.
(1)	One person for <u>Internal Affairs</u>	\$ 1,669 per mo.
	<u>Subtotal</u>	<u>\$ 40,056 per year</u>

Investigators: Salaries of persons assigned to Anchorage computed at Range 17, Step C. Salaries of those assigned to Fairbanks computed three steps above.

(2)	Two persons assigned to Anchorage <u>Major Crime Unit</u>	\$ 1,441 per mo. x 2
(1)	One person assigned to Fairbanks <u>Major Crime Unit</u>	\$ 1,609 per mo.
(2)	Two persons assigned to Anchorage <u>Fraud Unit</u>	\$ 1,441 per mo. x 2
(1)	One person assigned to Fairbanks <u>Fraud Unit</u>	\$ 1,609 per mo.
(1)	One person assigned to Anchorage <u>Internal Affairs Unit</u>	\$ 1,441 per mo.
(1)	One person assigned to Fairbanks <u>Auto Theft Unit</u>	\$ 1,609 per mo.
	<u>Subtotal</u>	<u>\$144,384 per year</u>

Identification Technicians: Salaries computed at Range 14, Step C.

(2)	Two persons assigned to Anchorage <u>Lab Services Unit</u>	\$ 1,155 per mo. x 2
	<u>Subtotal</u>	<u>\$ 27,720 per year</u>

Clerical: Salary for Clerk V computed at Range 11, Step C. Salaries for Clerk-Typist II positions computed at Range 7, Step C, Anchorage, and three steps above, Fairbanks.

(1)	One Clerk V assigned to Anchorage	\$ 939 per mo.
(3)	Three Clerk-Typist II's - Anchorage	\$ 731 per mo. x 3
(1)	One Clerk-Typist II - Fairbanks	\$ 802 per mo.
	<u>Subtotal</u>	<u>\$ 47,208 per year</u>

Employee benefits computed at 16%: Subtotal \$ 41,497 per year

Additional Equipment

Vehicles

(8) Eight sedans; three assigned to Fairbanks and five assigned to Anchorage \$ 3,500 each  
Maintenance @\$.17 per mile  
1,000 miles per vehicle per mo. \$ 170 per mo. x 8  
Subtotal \$ 44,320 per year

Office Equipment

(12) Twelve desks at \$300 each; four for clerical personnel in Anchorage, one for clerical person in Fairbanks, two for CIB personnel in Fairbanks, five for CIB personnel in Anchorage \$ 3,600  
Subtotal \$ 3,600

Typewriters

(2) Two IBM Selectrics for Anchorage \$ 600 x 2  
(1) One Mag-Card II for Anchorage \$ 5,400  
(1) One IBM Selectric for Fairbanks \$ 600  
Subtotal \$ 7,200

Miscellaneous Equipment

(12) Badges, identification cards, weapons, manuals, etc. \$ 200 x 12  
Subtotal \$ 2,400

Per Diem and Travel

Per Diem: (500) Five hundred days \$300 \$ 15,000  
Travel: Computed at \$2,500 per man yearly for both intra- and inter-state \$ 30,000  
Subtotal \$ 45,000 per year

Subtotals

Chief Investigators \$ 40,056  
Investigators \$144,384  
Identification Technicians \$ 27,720  
Clerical \$ 47,208  
Vehicles \$ 44,320 \*\* 1st year  
Office Equipment \$ 3,600 \*\*  
Typewriters \$ 7,200 \*\*  
Miscellaneous Equipment \$ 2,400 \*\*  
Per Diem and Travel \$ 45,000  
TOTAL \$ 361,888

PLUS EMPLOYEE BENEFITS: \$ 403,385

Proposed Appropriation for Manpower Increase for the  
Fire Marshal's Office:

\$20,028	salary
\$ 3,204	benefits
\$ 300	Desk
\$ 2,700	90 days per diem
\$ 5,000	travel
<u>\$31,232</u>	total

PROJECTED COST - DEPARTMENT OF LAW

	<u>Personal Services</u>	<u>Other</u>	<u>Total</u>
Fairbanks:			
Attorney IV	\$30.6	\$10.7	\$41.3
Attorney IV *	14.2	9.6	23.8
Legal Secretary I *	5.5	3.8	<u>9.3</u>
			\$74.4
Anchorage:			
Attorney IV	\$27.3	\$14.0	\$41.3
Attorney V	29.5	14.0	43.5
Attorney VII (Range 27)	31.8	14.0	45.8
Legal Secretary I	9.8	6.6	<u>16.4</u>
			\$147.0
Bethel:			
Attorney V	\$39.6	\$14.3	\$53.9
Legal Secretary I (pt. time)	6.6	4.3	<u>10.9</u>
			\$64.8
Valdez:			
Attorney V *	\$17.1	\$ 9.0	\$26.1
Legal Secretary I *	5.7	3.1	<u>8.8</u>
			\$34.9
Statewide:			
Attorney V	\$29.5	\$13.3	\$42.8
Legal Secretary I	9.8	4.1	<u>13.9</u>
			\$56.7

OVERALL TOTAL: \$377.8

(\* position funded for 6 months)

PROJECTED COST OF PUBLIC DEFENDER POSITIONS

Fairbanks	<u>Personal Services</u>	<u>Other</u>	<u>Total</u>
Attorney IV*	\$14,200	\$2,500	\$16,700
Attorney V	\$30,700	\$5,000	\$35,700
Secretary I*	\$ 5,500	\$1,500	<u>\$ 7,000</u>
			\$59,400
Anchorage			
Rehabilitation Counselor (range 20)	\$20,400	\$2,800	\$23,200
Attorney IV	\$27,800	\$2,700	\$30,500
Attorney IV	\$27,800	\$2,300	\$30,100
Attorney V	\$29,500	\$2,500	\$32,000
Investigator (Chief)	\$19,000	\$2,400	\$21,400
Investigator	\$14,100	\$2,400	\$16,500
Investigator	\$14,100	\$2,400	\$16,500
Secretary I	\$10,500	\$2,500	\$13,000
Secretary II	\$11,200	\$2,500	<u>\$13,700</u>
			\$196,900
Valdez			
Attorney V*	\$17,100	\$6,000	\$23,100
Secretary I*	\$ 5,700	\$2,500	<u>\$ 8,200</u>
			\$31,300
Bethel			
Secretary I	\$13,100	\$3,000	\$16,100
Attorney V	\$39,600	\$10,500	<u>\$50,100</u>
			\$66,200
Statewide			
Administrative Officer II	\$18,900	\$1,900	\$20,800
			<u>OVERALL TOTAL: \$374,600</u>

\*positions funded Jan 1, 1975 -- July 1, 1975

ALASKA COURT SYSTEM INVESTIGATORS TO DETERMINE ELIGIBILITY  
FOR PUBLIC DEFENDER SERVICES

Anchorage:	Salary:	Benefits:	Other:*	Total:
2 Investigators	\$9,072	\$1,452	\$2,540	\$13,064
(range 11, same as that of a food stamp eligibility worker)				\$13,064

Fairbanks:	Salary:	Benefits:	Other:*	Total:
1 Investigator	\$10,128	\$1,620	\$2,540	\$14,288
(range 11, same as that of a food stamp eligibility worker)				

TOTAL:     \$40,416

\*Other includes:

1 desk each  
1 chair each  
1 typewriter each  
office supplies  
telephone  
travel

PROJECTED COSTS OF BAIL SUPERVISION:

In Anchorage:

Position:	Salary:	Benefits:	Other:*	Total:
3 Probation Officers II	\$13,596	\$2,175	\$4,620	\$20,391 \$20,391 \$20,391
1 Clerk Typist III	\$ 7,548	\$1,208	\$1,367	\$10,123

In Fairbanks:

1 Probation Officer II	\$15,192	\$2,431	\$4,613	\$22,236
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TOTAL \$93,532

\*Other

includes communications  
office space  
office supplies  
auto lease and gas

PROJECTED COST OF PRE-SENTENCE INVESTIGATION PERSONNEL:

In Anchorage:	Salary:	Benefits:	Other:*	Total:
1 Probation Officer II	\$13,596	\$2,175	\$4,620*	\$20,391
2 Probation Officers II	\$13,596	\$2,175	\$2,057	\$17,828 \$17,828
1 Clerk Typist III	\$ 7,548	\$1,208	\$1,367	\$10,123

TOTAL: \$66,170

\*Other

Includes communications  
office space  
office supplies

\*in the case of the first P.O. II listed, it includes:

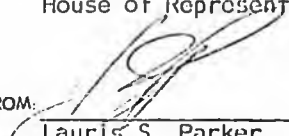
auto lease and gas

STATE  
of ALASKA

# MEMORANDUM

TO:  Jamie Lovo  
Legislative Staff Assistant  
House of Representatives

DATE : March 28, 1974

FROM:   
Lauris S. Parker  
Executive Director  
Criminal Justice Planning Agency  
Office of the Governor

SUBJECT: Fiscal Note  
House Bill 802

	<u>Salary</u>	<u>Benefits</u>	<u>Other</u>
Criminal Justice Planner I	\$18,948		
Criminal Justice Planner I	18,948		
Range 21 - Step A - Present Pay Scale			
Clerk Typist III			
Range 8 - Step C	7,824		
Employee Benefits @ 16%		7,315	
Merit Increase Fund @ 4%		1,828	
Travel and Per Diem			
CJ Planner per diem - 60 days @ \$30.00 x 2			3,600
Transportation Costs			
\$2500 each x 2			5,000
Rental - Office Space			
600 sq. ft. @ .66¢ per sq. Ft.			400
Equipment			
3 desks @ \$200 each			600
2 chairs @ \$75 each			150
1 chair @ \$50			50
1 typewriter			700
2 hand calculators @ \$150			300
2 4/drawer file cabinets @ \$150 each			300
	<hr/>	<hr/>	<hr/>
TOTALS	\$45,720	\$9,143	\$11,100 \$65,963

POLICE

Police Professionalism

Criminal Investigation Bureau

## POLICE PROFESSIONALISM

Considering the complexity of much police work today, the need for well-educated, well-trained professional law enforcement personnel is paramount. This need is most apparent at the level of apprehending criminals and building cases for their conviction in court. With today's legal demands, preparation of the arrested for trial requires careful investigation and attention to legal doctrines pertaining to the admissibility of evidence and the civil rights of the accused. These matters may or may not be popular in a community, but nevertheless, they must be adhered to. In Anchorage last year, 348 felony cases were disposed of -- of these 348, 152 cases were dismissed outright. Approximately half of the cases dismissed or almost one out of five of all the felony cases disposed of were results of insufficient evidence, failure of the grand jury to indict, violation of search and seizure rights, line up questions, or the determination that the accused wasn't the guilty party. (January 24 memo on cases enclosed.)

If a community is to consider a penalty a deterrent to crime then they must also consider the chance of apprehension and eventual conviction as equally weighty. Consideration of a harsh penalty should be weighed against the probability of the system to exact an apprehension and conviction of the criminal. If a burglar knows the chances of apprehension or conviction are actually very slim, the penalty will hardly serve as a deterrent.

An evaluation of police effectiveness should take into account more than the number of arrests or convictions. The types of arrests that are being made should also be evaluated. It seems pointless, for example, to arrest several youngsters for minor drug charges without making inroads into the more harmful heroin market. If evidence of organized crime exists in a community, a measure of police force effectiveness might be their capability of building a case against "higher ups," and getting a conviction, rather than their capability of making several arrests of more vulnerable "street" criminals.

Highly qualified and well-trained police are essential to deal with sophisticated law enforcement problems.

The needs of a local community should also be taken into consideration. For example, a policeman should probably receive special training in native culture, if assigned to a remote village; and a policeman who patrols in a predominately poor, urban area of a city, should be sensitive to the attitudes and values of that community.

In 1972, the Police Standards Council was formed in order to establish minimum educational and training standards for police officers, to establish minimum curriculum requirements for police training programs, to certify persons qualified to be police officers, to carry out studies and to consult with government agencies concerned with the development of police training programs, and to make an annual report to the Governor and the legislature.

The Council has formally met only twice and has thus far been without a working executive director. It has fulfilled its basic purpose, namely the adoption and promulgation of minimum educational and training standard for police officers. The Council has the potential for accomplishing much more than just establishing minimum standards, provided it has the proper direction, funds and staff.

As set forth in its Regulations, "the Council may make or encourage studies of any aspect of police administration, including the stimulation of research by public and private agencies which shall be designed to improve police administration and law enforcement."

The legislature would do well to request that certain information gathering and studies be undertaken by the Council -- to be made available by next year. Areas that should be covered include: a study showing the average educational background of police in Alaska broken down by department size; a comparison of the three major police training programs in Alaska (Anchorage city police, Alaska State Troopers and municipal police training programs) including the length or hours involved in basic training and the curriculum; a synopsis of special rural (bush) problems covered in police training

and education programs; required standards for ongoing in-service training; long range goals for the upgrading of training and educational standards; and training and educational requirements for supervisory and administrative positions within police departments.

With the Police Standards Council making this information available, the legislature will be in a better position to evaluate future goals for the State.



MEMORANDUM

RECEIVED  
Department of Law

JAN 28 1974  
AM  
7 8 9 10 11 12 1 2 3 4 5 6  
A

TO: Norman Gorsuch  
Attorney General  
June

DATE: 1/24/74

FROM: Joseph Balfe  
District Attorney  
Anchorage

SUBJECT: New Years Miscellany

With reference to your memo dated January 14, 1974, please be advised that during the year 1973 854 felony cases were handled and 3,425 misdemeanor cases.

Within the Third Judicial District 348 felony cases were closed in 1973. They were disposed of as follows:

- 79 cases were reduced to a lesser offense (see attached bit indicating reasons for reduction)
- 118 cases were disposed of by a plea of guilty to the crime charged.

107  
2-3-74

- 107 cases were dismissed for the following reasons:
  - 38 dismissed at request of victim.
  - 36 dismissed because of insufficient evidence.
  - 8 dismissed because defendant committed to API.
  - 7 dismissed because defendant could not have committed the crime, i.e. in prison, in the hospital, out of state, etc.
  - 7 dismissed after defendant passed polygraph.
  - 6 dismissed because defendant was a juvenile.
  - 5 dismissed by court on search & seizure, lineup questions, etc.
  - 4 dismissed because defendant returned to another jurisdiction
  - 3 dismissed at request of police
  - 3 dismissed because defendant died.
  - 12 dismissed for miscellaneous reasons.
  - 22 dismissed when the Grand Jury refused to indict.

It is very difficult to obtain an average sentence imposed but would appear to run as follows:

- Robbery - average sentence five years to serve
  - Burglaries - average sentence one year to serve
  - ADW - average sentence six months to serve
  - Drug case - average sentence to serve 60 days
- All of the above had an average of two and a half years suspended sentence or a suspended imposition of sentence.

During the year 1973, 18 felony trials were conducted with a conviction return on 11 cases. Six trials resulted in acquittal, with one hung jury.

Norman Gorsuch  
January 24, 1974  
Page Two

Of the felony cases closed there were:

- 85 theft or larceny cases
- 54 ADW
- 51 Drug
- 47 Burglary
- 25 Forgery & checks
- 12 involving sex crimes

The remainder were miscellaneous offenses.

Our records indicate that there were 38 defendants arrested in 1973 while on bond or OR release, while awaiting trial for another felony.

The average age of a felony offender arrested in the Third Judicial District was 25 years. He has been in Alaska for 13.3 years and if he was arrested for robbery he had a previous felony arrest. Approximately 10% of the felony defendants were military personnel.



456  
38

## CRIMINAL INVESTIGATION BUREAU

The Criminal Investigation Bureau (CIB) is the statewide investigative arm of the Alaska State Troopers. The CIB was established in 1971 as a result of the reorganization of the State Troopers to provide for centralized, professional police investigation as well as for statewide coordination of law enforcement efforts. The CIB has been organized into six specialized units-- Major Crime, Intelligence, Narcotics, Auto Theft, Fraud, and Lab Services--which should be able to provide efficient criminal investigations given the proper tools, namely, the quantity and quality of manpower needed to do the job. The men assigned to the CIB are responsible for investigating criminal activities which occur outside the jurisdictions of municipal police departments; in addition, they assist local police departments with more complex criminal investigations and coordinate local law enforcement efforts which have a statewide impact. To accomplish this, the CIB has twenty-four investigators.

By comparison, the City of Anchorage Police Department has about twenty investigators to service approximately 72,000 inhabitants of the City and the Spenard Service Area. The City of Fairbanks Police Department has about ten investigators directly responsible to a population of approximately 19,000.

Given the mandate to coordinate statewide law enforcement efforts, investigate all major crimes within rural areas of the state, and to augment local police departments with the provision of specialized law enforcement talents and resources, the CIB is grossly understaffed. The following are unit by unit, recommendations for the Bureau. This will include staffing recommendations. In making these recommendations, the abilities of the Bureau to recruit and train properly are taken into

account. The priority staff positions are those which are absolutely essential, and within the abilities of the agency to add on this year, without compromising the quality of law enforcement within the Bureau.

#### Major Crime Unit

The Major Crime Unit of the CIB has three men in Anchorage and one man in Fairbanks to investigate such major crimes as: homicide-unnatural death; assault with a dangerous weapon; robbery and arson--statewide--in addition to investigating reports of missing persons. Because this unit is understaffed, however, it has devoted most of its efforts to investigating homicide--unnatural death and even then, inadequately. During 1973, the Major Crime Unit was involved in investigating 17 cases of homicide in addition to 10 cases which were carried over from '71-'72. Most of the homicides investigated occurred within the jurisdictions of the Anchorage and Fairbanks local police departments. The result has been that major crime in many areas of the state has received little or no attention at all. The outlying rural areas have suffered the most from this deficiency since the cases closest at hand have usually received the most attention.

Three additional investigators should be added this year as a priority.

#### Intelligence Unit

According to Section 224.010(B) of the Department of Public Safety Operating Procedures Manual, this unit of the CIB "is designed for a systematic gathering of information for the purpose of combating crime, of any kind, in the State of Alaska." More specifically, the function of the Intelligence Unit is to combat organized crime in the State, for which it has two men in Anchorage and one man in Fairbanks. Part of the means of accomplishing this purpose is an inter-police information flow regarding known criminals and their activities through the use of informants and surveillance.

The National Advisory Commission on Criminal Justice Standards and Goals recommends that "every police agency and every state. . . should establish and maintain the capability to gather and evaluate information and to disseminate intelligence in a manner which protects every individual's right to privacy while it curtails organized crime and public disorder." (Police Report, 1973, p. 250). The Advisory Commission further recommends that such intelligence gathering be formally reviewed periodically in order to ensure the continued effectiveness of such specialization and to ensure that intelligence gathering does not, in fact, constitute an infringement on civil liberties. The only provision for review of intelligence activity is Section 5.050(A)(1) of the Public Safety Operating Procedures Manual which states that the CIB will keep the Director of the State Troopers apprised of CIB activities.

Section 224.010(C) broadly defines the purpose of the intelligence effort as "directed towards individuals and organization [sic] who could, by documentation or abundance of rumor or hearsay, become a threat to the orderly conduct of our criminal justice system in the State of Alaska." Furthermore, "direct access to intelligence files is restricted to Intelligence Unit personnel," with no provision for the formal review of intelligence activities as outlined above. In keeping with the Advisory Commission's recommendations for formal review, the Governor's Commission on the Administration of Justice should be authorized and directed to formulate guidelines for the ongoing review and monitoring of intelligence efforts in the State, much the same as the Justice Commission promulgated rules, regulations and procedures for the criminal justice information system. (AS 12.62.010.)

Additional intelligence personnel could be added to this unit, in Fairbanks and Anchorage. These positions are not priority recommendations this year, however.

### Narcotics Unit

Although the Narcotics Unit of the CIB has been in operation less than a year, it has been highly successful in its investigation of drug violations throughout the State. Eight men staff the Narcotics Unit--six men in Anchorage and two in Fairbanks.

It is impossible for law enforcement to completely stop the flow of drugs into this State. Because of this, it is difficult to estimate the optimal level of this unit. Two investigators added would allow the unit to cover more areas of the State, but they are not priority positions this year. In comparison to other units of the CIB, the Narcotics Unit is fairly well staffed, primarily due to last year's special legislative appropriation which established the unit.

### Auto Theft Unit

The Auto Theft Unit is responsible for investigating title frauds, fraudulent title applications, serial number violations, auto stripping, and commercial auto theft operations, for which the Unit has two men assigned to Anchorage. The investigator work done by this Unit requires expertise which is sometimes not otherwise available to local police departments. During 1972, 406 auto thefts were reported to the State Troopers, 348 of which were recovered. The number of auto thefts reported increased by 18 percent to 478 in 1973, of which 376 were recovered. The total number of stolen vehicles recovered in 1972 was 86 percent of those reported stolen, and the number recovered in 1973 was 79 percent of those reported stolen, i.e., a smaller percentage was recovered in 1973. With the anticipated increase in this type of criminal activity along the pipeline route, including increases in theft of heavy equipment, an additional person specializing in auto theft should be assigned to Fairbanks this year.

### Fraud Unit

The Fraud Unit of the CIB is responsible for investigating embezzlement, forgery, and other fraudulent criminal activities, for which it has two investigators who are assigned to Anchorage. Because most fraud investigations are complex and time-consuming, the Fraud Unit needs additional investigators with specialized training in such fields as accounting and tax law. For the same reasons, the State should have prosecutors who are able to devote the time necessary for preparation of fraud cases. At the present time, neither the police agencies nor the district attorney's offices has the manpower to adequately investigate and prepare cases of fraud for trial.

For example, twenty cases of suspected fraud were reported to the CIB during October-November, 1973, cases such as stolen credit cards, embezzlement, fraudulent land transactions, and cases involving building contractors. Because the two men assigned to fraud investigations spent six months of last year on one white collar case, most of the other reported cases received little, if any, attention. The workload of the Fraud Unit is expected to increase with the advent of pipeline construction, especially in the area of contractual services.

The area of fraud enforcement is a time consuming field where there are almost unlimited violations. Several investigators in this field would be indispensable if it were possible to train them and to add enough fraud prosecutors within the Department of Law. Realistically, the CIB should add three investigators to the fraud unit this year, one of whom should be a CPA. One of the investigators would be stationed in Fairbanks and two in the Anchorage office.

As recommended in the Department of Law Section of this report, the Attorney General should employ one prosecutor in the Anchorage office who specialized in criminal fraud activity.