

LEG. FINANCE - BILLS 1975 - 1976 443

HB 628

443



RECORDS CERTIFICATION



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James O. Smith
Signature of Camera Operator

2/6/90
Date

"An Act making a supplemental appropriation to the Department of Administration for salary increases for state employees covered by collective bargaining agreements; and providing for an effective date."

COMMITTEE REPORT

1/19/76

HOUSE

Mr. Speaker:

Date January 28, 1976

The Committee on FINANCE has had HB 628

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 HB 628 AND THAT

CS FOR HB 628 DO PASS

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

COMMITTEE

() reports it back WITHOUT RECOMMENDATION

() "other"

Members signing the Majority report:

[Handwritten signatures]

Earl Hansen
[Handwritten signature]

Members NOT concurring in the Majority report:

recommends:

recommends:

recommends:

recommends:

recommends:

[Handwritten signature] Chairman

HOUSE JOURNAL

CSHB 628

House Bill 628 provides for cost-of-living adjustments and salary increases for employees in all collective bargaining units. Most of the cost-of-living adjustments are included in collective bargaining agreements approved by the first session of this legislature and are necessitated by CPI increases not fully anticipated by the Department of Administration. An Analysis of each section of the bill follows:

Section 1. The provisions under which the cost-of-living adjustments are made for the Confidential Unit are contained in contracts signed on July 14, 1975 and January 9, 1976.

The appropriation of \$481,700 is comprised of the following:

19.82% retroactive for the period ending 2/15/75	\$ 27,800
9% retroactive for earnings 2/16 through 6/30/75	56,700
CPI increase 7.6% = 3% adjustment	<u>13,700</u>
FY 75 INCREASE TO BE PAID FY 76 Benefits of 21%	98,200 <u>20,600</u>
APPLICABLE TO FY 75	<u>\$118,800</u>
Carrying the above 9% + 3% adjustment to FY 76	<u>\$249,500</u>
7.52% adjustment 1/1/76-2/15/76	17,700
CPI increases 6% between July '75 and January '76, bringing about a 3% adjustment	76,000
Benefits at 2%	<u>19,700</u>
	<u>\$113,400</u>
TOTAL CONFIDENTIAL UNIT APPROPRIATION -----	<u>\$481,700</u>

Section 2. The General Government contract was signed on April 14, 1975. It was funded last session under the assumption that the CPI would rise by 9% in 1975. However, during the first nine months of '75 it has risen by +10%. It is estimated that the CPI will increase by 14% over the year. The contract requires that salaries be adjusted on February 16, 1976 equal to each full percentage point that the increase in the CPI exceeds 9%. Therefore, an appropriation of \$4,856,600 is required.

HOUSE JOURNAL

Section 3. The Supervisory Unit Contract was signed on December 13, 1974. The contract was funded on the basis of a CPI increase of 4.49% for January - June of '75 and a 4.49% CPI increase for July through December of '75. The actual CPI increase for January-June was 7.62%, which requires a 5% adjustment in salaries on 8/16/75. The revised estimate for July through December shows a 14% rise for the entire year which would require a 3% adjustment on February 16, 1976. Only a 1% cost-of-living adjustment was funded for 8/16/75 and 2/16/76. Therefore, additional funding in the amount of \$1,001,500, including interest, is required.

Section 4. The Tri-Trades contract was signed on September 4, 1975. The appropriation of \$5,351,700 is comprised of the following:

An increase in base pay of approximately 14% effective 7/1/75	\$4,674,800
Increase in subsistence allowance from \$1.87 to 2.15 a day per step	258,200
Retroactive pay of \$.75/hour for each hour worked 1/1/75-6/30/75	1,370,600
Additional subsistence step of 2.15/day for positions in the pipeline corridor (Fbx. & Valdez)	<u>304,800</u>
Total Cost of Tri-Trades Contract	\$6,608,400
Less amount paid by construction funds	<u>1,256,700</u>
APPROPRIATION REQUIRED	<u>\$5,351,700</u>

Section 5. The Marine Highway contract was signed in October of 1974. The appropriation of \$2,226,163, including interest, is comprised of the following:

(Southeast)		
Cost-of-living 1/1/75 .44 hr.	\$	472,472
Cost-of-living 7/1/75 .55 hr.		590,589
Wage Increase 7/1/75 .80 hr.		729,747
Benefits 21%		<u>515,492</u>
		\$2,308,300
Less Adjusted Benefits		<u>400,700</u>
TOTAL SOUTHEAST		<u>\$1,907,600</u>
(Southwest)		
Cost-of-living 1/1/75 .36		66,330
Cost-of-living 7/1/75 .44		81,100
Wage Increase 7/1/75 .80		108,282

HOUSE JOURNAL

Benefits at 21%	<u>170,688</u>
	426,400
Less Adjusted Benefits	<u>113,200</u>
TOTAL SOUTHWEST	<u>\$ 313,200</u>
TOTAL MARINE HIGHWAY	<u>\$2,220,800</u>
Interest	<u>5,363</u>
APPROPRIATION REQUIRED	<u><u>\$2,226,163</u></u>

The interest calculations in the Supervisory and Marine Highways supplemental are based on six per cent simple interest per year. Interest is calculated only on those items contained in contracts ratified prior to adjournment of the 1975 legislature and due before the 1976 legislature convened.

Hugh Malone, Chairman
House Finance Committee

15/

Original Sponsor: Rules Committee
by request of the Governor

Offered: 1/28/76
Referred: Rules

1 IN THE HOUSE

BY THE FINANCE COMMITTEE

2 CS FOR HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for cost-of-living adjust-
8 ments and salary increases for state employees covered
9 by collective bargaining agreements; and providing for
10 an effective date."

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

12 * Section 1. The sum of \$481,700 is appropriated from the general fund
13 to the Department of Administration for the fiscal year ending June 30, 1976,
14 to pay for \$103,900 in cost-of-living adjustments and \$377,800 in salary in-
15 creases due state employees in the confidential bargaining unit for fiscal
16 years 1975 and 1976 resulting from a supplemental agreement signed July 14,
17 1975 and an agreement signed January 9, 1976 by the State of Alaska and the
18 Confidential Employees' Association.

19 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
20 Administration to be apportioned among the following listed funds for the
21 fiscal year ending June 30, 1976, to pay cost-of-living adjustments due state
22 employees in the general government bargaining unit for fiscal year 1976 re-
23 sulting from an agreement signed April 14, 1975 by the State of Alaska and
24 the Alaska Public Employees' Association:

25	General Fund	\$4,149,500
26	International Airport Revenue Fund	145,700
27	Highway Working Capital Fund	17,000
28	Teachers' Retirement Fund	9,700
29	Public Employees' Retirement Fund	9,700

1	Agricultural Revolving Loan Fund	3,400
2	Veteran's Revolving Loan Fund	23,800
3	FICA Fund Reserve Account	1,500
4	Surplus Property Revolving Fund Reserve Acct.	4,900
5	Second Injury Fund Reserve Account	1,900
6	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
7	Donated Commodities Handling Fee Reserve Acct.	1,900
8	Federal Program Receipts	485,700

9 * Sec. 3. The sum of \$1,001,500 is appropriated to the Department of
 10 Administration to be apportioned among the following listed funds for the
 11 fiscal year ending June 30, 1976, to pay cost-of-living adjustments plus
 12 interest due state employees in the supervisory unit for fiscal year 1976 re-
 13 sulting from an agreement signed December 13, 1974 by the State of Alaska and
 14 the Alaska Public Employees' Association:

15	General Fund	\$897,800
16	International Airport Revenue Fund	13,000
17	Highway Working Capital Fund	20,900
18	Federal Program Receipts	69,800

19 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 20 Administration to be apportioned among the following listed funds for the
 21 fiscal year ending June 30, 1976 to pay for salary increases due state em-
 22 ployees in the labor, trades and crafts unit for fiscal years 1975 and 1976
 23 resulting from an agreement signed September 4, 1975, by the State of Alaska
 24 and the Tri Trades Public Service Council:

25	General Fund	\$3,697,000
26	International Airport Revenue Fund	530,200
27	Fish and Game Fund	9,700
28	Highway Working Capital Fund	885,300
29	Federal Program Receipts	229,500

1 * Sec. 5. The sum of \$2,226,163 is appropriated from the general fund to
2 the Department of Administration for the fiscal year ending June 30, 1976, to
3 pay for \$1,215,868 in cost-of-living adjustments plus interest and \$1,010,295
4 in salary increases due employees of marine unions for fiscal years 1976 re-
5 sulting from contracts negotiated by the State of Alaska and the Masters,
6 Mates and Pilots, Inland Boatmen's Union and Marine Engineers' Beneficial
7 Association.

8 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining to
9 appropriation transfers, the division of budget and management is authorized
10 to transfer the appropriated amounts shown in secs. 1 - 5 of this Act between
11 program categories or agencies as required for salary increase purposes.

12 * Sec. 7. This Act takes effect immediately in accordance with AS 01.10.-
13 070(c).

Introduced: 1/19/76
Referred: Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 628

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 NINTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Department of Administration for salary increases
8 for state employees covered by collective bargain-
9 ing agreements; and providing for an effective date."

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

11 * Section 1. The sum of \$481,700 is appropriated from the general fund
12 to the Department of Administration for the fiscal year ending June 30,
13 1976, to pay for salary increases due state employees in the confidential
14 bargaining unit for fiscal years 1975 and 1976 resulting from a supplemental
15 agreement signed July 14, 1975 and an agreement signed January 9, 1976 by
16 the State of Alaska and the Confidential Employees' Association.

17 * Sec. 2. The sum of \$4,856,600 is appropriated to the Department of
18 Administration to be apportioned among the following listed funds for the
19 fiscal year ending June 30, 1976, to pay salary increases due state employees
20 in the general government bargaining unit for fiscal year 1976 resulting
21 from an agreement signed April 14, 1975 by the State of Alaska and the
22 Alaska Public Employees' Association:

23	General Fund	\$4,149,500
24	International Airport Revenue Fund	145,700
25	Highway Working Capital Fund	17,000
26	Teachers' Retirement Fund	9,700
27	Public Employees' Retirement Fund	9,700
28	Agricultural Revolving Loan Fund	3,400
29	Veteran's Revolving Loan Fund	23,800

1	FICA Fund Reserve Account	1,500
2	Surplus Property Revolving Fund Reserve Acct.	4,900
3	Second Injury Fund Reserve Account	1,900
4	Sick & Disabled Fishermen's Fund Reserve Acct.	1,900
5	Donated Commodities Handling Fee Reserve Acct.	1,900
6	Federal Program Receipts	485,700

7 * Sec. 3. The sum of \$996,800 is appropriated to the Department of
 8 Administration to be apportioned among the following listed funds for the
 9 fiscal year ending June 30, 1976, to pay salary increases due state employees
 10 in the supervisory unit for fiscal year 1976 resulting from an agreement
 11 signed December 13, 1974 by the State of Alaska and the Alaska Public
 12 Employees' Association:

13	General Fund	\$ 893,100
14	International Airport Revenue Fund	13,000
15	Highway Working Capital Fund	20,900
16	Federal Program Receipts	69,800

17 * Sec. 4. The sum of \$5,351,700 is appropriated to the Department of
 18 Administration to be apportioned among the following listed funds for the
 19 fiscal year ending June 30, 1976 to pay for salary increases due state
 20 employees in the labor, trades and crafts unit for fiscal years 1975 and
 21 1976 resulting from an agreement signed September 4, 1975, by the State of
 22 Alaska and the Tri Trades Public Service Council:

23	General Fund	\$3,697,000
24	International Airport Revenue Fund	530,200
25	Fish and Game Fund	9,700
26	Highway Working Capital Fund	885,300
27	Federal Program Receipts	229,500

28 * Sec. 5. The sum of \$2,220,800 is appropriated from the general fund
 29 to the Department of Administration for the fiscal year ending June 30,

1 1976, to pay for salary increases due employees of marine unions for fiscal
2 years 1976 resulting from contracts negotiated by the State of Alaska and
3 the Masters, Mates and Pilots, Inland Boatmen's Union and Marine Engineers'
4 Beneficial Association.

5 * Sec. 6. Notwithstanding the provisions of AS 37.07.080(e) pertaining
6 to appropriation transfers, the division of budget and management is
7 authorized to transfer the appropriated amounts shown in secs. 1--5 of this
8 Act between program categories or agencies as required for salary increase
9 purposes.

10 * Sec. 7. This Act takes effect immediately in accordance with AS
11 01.10.070(c).

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JAN 19 1976

HB 28

The Honorable Mike Bradner
Speaker of the House
Alaska State Legislature
Juneau, Alaska 99811

Dear Mr. Speaker:

In accordance with AS 24.30.060(b) and the Uniform Rules of the Alaska State Legislature, I am transmitting a bill making a supplemental appropriation to the Department of Administration to cover salary increases for State employees covered by collective bargaining agreements.

Sincerely,

Jay S. Hammond
Governor

TRI-TRADES CONTRACT - SUPPLEMENTAL

The 1975 contract with the Alaska Tri-Trades Public Service Council for the employees in the "Tri-Trades Bargaining Unit" is estimated to cost \$6,698,400 for Fiscal 1976. An additional appropriation of \$5,351,700 is requested via this supplemental. The difference between the total cost and the amount requested by this supplemental, \$1,256,700, is related to positions paid by the construction funds.

The major cost items contained in the contract are:

1. An increase in base pay, Section XIII(b) which appropriates 14%.
2. An increase in the subsistence allowance from \$1.87 per day per step to \$2.15 per day per step, Section XIII(d).
3. A retroactive payment of \$0.75 per hour for each hour worked January 1, 1975 - June 30, 1975.
4. An additional subsistence step of \$2.15 per day for positions in the pipeline corridor.

15% increase

2.15
365

The calculation of the increased costs related to base pay changes was made by applying a 14.04653% increase in pay to a yearly salary amount of \$24,358,273 now being paid to Tri-Trades employees. This calculation yielded a cost of \$3,421,493 which increases to \$4,140,006 when the 21% benefit factor is included. The effect of the base pay changes on overtime was calculated in the same manner. The increased costs related to the change in the subsistence rate from \$1.27 to \$2.15 (approximately 15%) was calculated by totalling all subsistence contained in the operating budget and computing the effect of a 15% increase.

\$950/employee
Fair +
Valley
employees

The increased costs for the additional subsistence step for positions contained in the pipeline corridor was calculated by counting the number of positions in Valdez and Fairbanks (321) and multiplying this number by \$949.55 (the yearly cost including benefits of the increase).

For each of the above cost items a calculation was made to determine the sources of funding required for the additional costs.

TRI-TRADES CONTRACT
Major Items

State General Fund	\$ 3,697,000
International Airport Revenue Fund	530,200
Highway Working Capital Fund	885,300
Federal Funds	229,500
Fish and Game Fund	9,700
	<hr/>
Operating Budget Cost	\$ 5,351,700
	<hr/>
Estimated Capital Improvement Costs	1,256,700
	<hr/>
Total Estimated Costs	\$ 6,608,400

BC & maintenance / snow removal cost

The above funding is based upon the following cost estimates for each major factor:

Article XIII b (base pay)	\$ 4,140,000
XIII b (overtime/shift)	534,800
XIII d (1) (Retroactive 1/1 - 6/30/75)	1,370,600
XIII d (2)	no estimate
XIII d (5) 1.87 to 2.15	258,200
XIII d (5) Pipeline Corridor	304,800
	<hr/>
	6,608,400

*No. of employees
1645/mo
14.05 increase in pay
\$1,070.0*

TR1-TR451 S
 Additional Step-Subsistence
 Pipeline Corridor

	<u># of Employees*</u>	
State General Fund	131	124,400
International Airport Revenue Fund	22	20,900
Highway Working Capital Fund	63	59,800
Capital Improvement Programs	89	84,500
Federal Fund	15	14,200
Fish and Game Funds	1	1,000
	<u>321</u>	<u>304,800 X</u>

\$2.15 per day X 365 = \$784.75 per employee
 164.80 Benefit @ 21%
 per employee 949.55 with Benefits

* Fairbanks and Valdez only - does not consider other locations.

Regular Subsistence Increase
 Approximates 15%

	<u>Budgeted Amount (includes Benefits)</u>		<u>% Increase</u>	
State General Fund	825,400	x	.15	\$123,800
International Airport Revenue Fund	58,200	x	.15	8,700
Highway Working Capital Fund	328,400	x	.15	49,260
Federal Funds	39,800	x	.15	6,000
Fish and Game Fund	3,300	x	.15	500
				<u>\$188,200</u>
Estimated CIP Cost				70,000
				<u>\$258,200 X</u>

TRI-TRADES
\$0.75 Retroactive Pay

1,549 Employees x 162.5 hours per month x 6 (1/1/75 - 6/30/75) x \$.75 = \$1,132,700
x 1.21
Approximates 1,370,600

Funded as follows:

State General Fund	56.7%	\$ 777,800
International Airport Revenue Fund	7.4%	102,700
Highway Working Capital Fund	13.2%	182,200
Capital Improvement Programs	18.5%	254,200
Federal Funds	3.7%	51,700
Fish and Game Funds	.15%	2,000
		\$ 1,370,600

TRI-TRADES
(FY 76 Salary Base Increase)

Total base pay - new - 1,549 @ 17,934 = \$27,779,766

New monthly average 17,934.60 = 114.94653%

Old monthly average 15,725.15

Old Base = 24,358,273

Total Cost Increase	Base Pay		\$ 3,421,493
	Benefits 21%		718,513
			\$ 4,140,006

Funded as Follows:

	<u>Percentage*</u>	
State General Fund	56.75%	\$ 2,349,400
International Airport Revenue Fund	7.49%	310,100
Highway Working Capital Fund	13.29%	550,200
Capital Improvement Programs	18.55%	768,000
Federal Funds	3.77%	156,100
Fish and Game Fund	.15%	6,200
TOTAL		\$ 4,140,000

* Based upon salaries paid by each source compared to total

Overtime/Shift/Higher Class Pay
Budget Amount

	Include	%	
	<u>Benefits</u>	<u>Increase</u>	
State General Fund	2,289,300 x	.14653	\$ 321,600
International Airport Revenue Fund	620,000 x	"	87,200
Highway Working Capital Fund	316,500 x	"	44,500
Federal Funds	10,800 x	"	1,500
Fish and Game Fund	—	—	—
			\$ 454,800
Estimated CIP			80,000
			\$ 534,800 ✓

CONFIDENTIAL EMPLOYEES

Amount required to bring Confidential Employees equal to February 16, 1976 salaries of Supervisors, per agreement

FY 76

7.52% required adjustment
Effective January 1, 1976 through February 15, 1976

$$[1.075 \times 157,235] - 157,235 \times 1.5 = \underline{\$17,736}$$

Cost of Living

CPI increase 6% between July 1975 and January 1976 = 3% adjustment

$$[1.0752 \times 1.03 \times 157,235] - 157,235 \times 4.5 = \underline{\$76,031}$$

Benefits at 21%

$$[17,736 + 76,031] \times .21 = \underline{\$19,691}$$

Total \$113,458

\$1,242 less than originally calculated because I used Ron's \$140,050 as the base.

Yearly Base Salary
Monthly Base Salary

\$1,680,000
\$ 140,050

123 Positions

Article 14 II

19.82% Retro for earnings period ending 2/15/75
\$140,050 x .1982 \$ 27,758

9.00% Retro for earnings 2/16/75 through 6/30/75
\$140,050 x .09 x 4.5 \$ 56,720

Article 14 III Cost-of-Living

CPI increased 7.6% = 3% adjustment
(\$140,050) (1.09) x .03 x 3 \$ 13,739

FY 75 increases to be paid FY 76 \$ 98,217
Benefits 21% 20,626
Applicable to FY 75 \$118,843

[\$140,050 x [1.09 x 1.03] - \$140,050] x 12 \$206,209
Benefits at 21% 43,304
Applicable to FY 76 \$249,513

Estimated cost-of-living Article 14 Sec. III
10/1/75 to 6/30/76 Each 1% = \$ 20,621

*- FY 75
Amount have been
paid in FY 75
118.8*

249.5

SUPERVISORS

Additional Appropriation to fund
Cost of Living Adjustments.

Additional funding is required to allow payment of the 5% COLA required by the contract on 8/16/75 and to provide for an additional adjustment February 16, 1976.

The supervisors contract was funded based on the assumption that the Consumer Price Index in Anchorage would rise by 4.49% January-June 1975 and an additional 4.49% July-December 1975. This assumption provided funding for a 1% COLA adjustment for 8/16/75 and 2/16/76. The actual CPI increase for the period January-June was 7.62% which under the contract provided a 5% increase. Only 1% was funded and only 1% is being paid. Funding is required for the additional 4% for the August adjustment.

A revised estimate for the final 6 months of Calendar 1975 based upon a 14% rise for the entire year would require an adjustment of 3% on February 16, of which only 1% is funded.

Additional Funding required is as follows:

	<u>\$'s in 000's</u>
August 16 COLA to provide full funding +4%	\$813.7
February 16 COLA +2%	<u>183.1</u>
Total Required	\$996.8

SOURCES:

State General Fund	89.6%	\$893.1
Highway Working Capital Fund	2.1%	20.9
Int'l Airport Revenue Fund	1.3%	13.0
Federal Funds	7.0%	69.8

SUPERVISORS

Additional Appropriation Required to
Ratify "calendar 1975 contract."
(\$'s in 000's)

6 months actual salary costs July - December 1975		\$13,212.8
Capital Improvement salaries		<u>(3,509.2)</u>
Operating budget salaries	+	\$9,703.6 <u>6</u>
Assume average monthly salaries applicable to the entire year FY 76 includes 1% August 16	+	\$1,617.3 <u>1.01</u>
Monthly salaries adjusted for August 16 COLA	x	\$1,601.3 <u>4%</u>
Cost of Additional 4% due August 16, 1975	x	\$ 64.1 <u>10.5</u>
FY 76 Cost 10 1/2 months		\$ 672.5
Benefits at 21%		<u>141.2</u>
Additional Appropriation required for August 16, 1975 COLA		\$ 813.7
Assume CPI change for calendar 1975 in Anchorage totals 14% Supervisors to get an additional 3% adjustment February 16		
Base Salary		\$1,601.3
August 16 full 5% adjustment	x	<u>1.05</u> \$1,681.4
February 16 adjustment	x	<u>3%</u>
Monthly Cost		\$ 50.4
Months remaining		<u>4.5</u>
FY 76 salary cost of February adjustment		\$ 227.0
Less 1% currently funded		<u>75.7</u>
Unfunded salaries February adjustment		\$ 151.3
Benefits at 21%		<u>31.8</u>
Additional appropriation required for February adjustment		\$ <u>183.1</u>
Total additional appropriation required to ratify additional COLA Costs		\$ <u><u>996.8</u></u>

1/12/76

GENERAL GOVERNMENT

Additional Appropriation to
Fund Cost of Living Adjustments

The General Government Contract was funded under the assumption that the Consumer Price Index (CPI) in Anchorage would rise by 9% during calendar 1975. During the first 3/4 of calendar 1975 it has risen by +10%. The contract with the General Government Bargaining Unit requires that an adjustment to salaries be made from July 1 forward for equal to each full percentage point that the increase in the CPI in Anchorage exceeds 9% for calendar 1975. For purposes of estimating the increased costs of such an adjustment it is assumed that the CPI will increase by 14% over the year. For each 1% that the increase is below 14% the following cost may be reduced by \$971,300.

⁷
Anchorage CPI

\$'s in 000's

Additional Funding Required

\$4,856.6

FUNDING SOURCES:

	<u>Percent</u>	
State General Fund	85.44%	4,149.5
Int'l. Airport Revenue Fund	3.00	145.7
Highway Working Capital	.35	17.0
Teacher's Retirement Fund	.20	9.7
Public Employees Retirement Fund	.20	9.7
Agricultural Revolving Loan	.07	3.4
Veteran's Revolving Loan Fund	.49	23.8
FICA Fund Reserve Account	.03	1.5
Surplus Property Revolving Fund Reserve Account	.10	4.9
Second Injury Fund Reserve Account	.04	1.9
Sick and Disabled Fishermens Fund Reserve Acct.	.04	1.9
Donated Commodities Handling Fee Reserve Acct.	.04	1.9
Federal Program Receipts	10.00	485.7

GENERAL GOVERNMENT

Additional Appropriation to Fund
Cost of Living Adjustments
(\$'s in 000's)

6 months actual salary costs July - December 1975	\$42,805.5
Capital Improvement salaries	<u>(3,954.8)</u>
Operating Salaries	\$38,850.7
	+ <u>6</u>
Assume average monthly salaries applicable to FY 76 - before 1/1/76 addition of 9% assume 10% temporary salaries	\$6,475.1
Assume CPI change for calendar 1975 of +14% for Anchorage equates to an additional 5% for FY 76 for General Government	
Monthly salary cost July - December	\$6,475.1
Adjustment	<u>5%</u> \$ 323.8
Period July - December 31, 1975	<u>6</u>
Cost of adjustment	\$ 1,942.5
Monthly salary cost	\$ 6,475.1
Funded advance for calendar 1976	x <u>1.09%</u>
Salary cost after adjustment	\$ 7,057.9
	x <u>5%</u>
	\$ 352.9
Period January - June 30, 1976	x <u>6</u>
Cost of Adjustment	\$ 2,117.4
Total salary cost of adjustment	<u>\$ 4,059.9</u>
Benefits (4,059.9) (10%) (7.25%) Temporary	29.4
(4,059.9) (90%) (21%) Permanent	<u>767.3</u>
Total appropriation required if CPI is 14% for each % point difference adjust by \$971.3	<u>\$ 4,856.6</u>

MEMORANDUM

RECEIVED
JUN 6 1976
BUDGET & MANAGEMENT

TO: Kent Dawson
Director
Division of Budget & Management
Department of Administration

DATE : December 31, 1975

FROM: Donald Harris
Commissioner
Department of Public Works

SUBJECT: FY 76 Supplemental Request

The Division of Marine Transportation submitted to your office a supplemental request for the Fiscal Year 1976 budget in the amount of \$2,220.8. Attached is a recap of the Unions and items effecting the request.

History has shown a lapse in personal services funds each year. In an effort to correct this, adjustments were made to the formulas used to calculate the benefits for vessel employees. The estimated cost of benefits for fiscal year 1976 were thus reduced by approximately \$513.9. These funds, currently authorized, have been applied to the increased cost of personal services for fiscal year 1976, in turn reducing the supplemental request.

Attachment



Quilley 1975 481 total
397 - 48 permanent
just fine

Southeast Vessels	44¢ C.O.L. Eff. 1/1/75	55¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	40,360 <i>49</i>	50,450	-0-	27,171	117,981
Marine Engineers	30,751 <i>51</i>	38,438	-0-	21,395	90,584
Inlandboatmen's Union	401,361 <i>45</i>	501,701 <i>with</i>	729,747	466,926	2,099,735
Total	472,472	590,589	729,747	515,492	2,308,300
Less Adj. Benefits					(400,700)
Supplemental Request					1,907,600

Southwest Vessels	36¢ C.O.L. Eff. 1/1/75	44¢ C.O.L. Eff. 7/1/75	80¢ Wage Increase Eff. 7/1/75	Benefits	Total
Masters, Mates & Pilots	8,813	10,771	-0-	9,951	29,535
Marine Engineers	8,813	10,771	-0-	6,691	26,275
Inlandboatmen's Union	48,730	59,558	108,288	154,026	370,602
Total	66,356	81,100	108,288	170,668	426,412
Less Adj. Benefits					(113,200)
Supplemental Request					313,212

ALASKA TRI-TRADES, PUBLIC SERVICE COUNCIL 903 W. Northern Lights
Anchorage, Alaska 99503

January 8, 1975

Robert L. Stewart, Deputy Director
Labor Relations/Personnel
Division of Personnel
Department of Administration
Pouch C
Juneau, Alaska 99811

Dear Mr. Stewart:

The negotiating team of TRI-TRADES through its Chief Spokesman, have on numerous occasions requested that you supply us with the average number of hours worked by the LTC bargaining unit, which is represented by TRI-TRADES.

You, have every time refused to supply that "relevant and necessary information" as requested.

I feel that due to your apparent lack of knowledge and or expertise in interpretation of "collective bargaining" that the following information is now supplied.

1. The Public Employment Relations Act AS. 23.40 states in part; (2) requiring employers to negotiate with and enter into written agreements with employees organization on matter of wages, hours, and other terms and conditions of employment.
2. It has been proven over the course of many years and is in fact law and is interpreted under our state public employment relations act that collective bargaining includes the above and in addition, collective bargaining is further defined to include the "duty to supply information." The employers duty to bargain includes the duty to supply upon request information that is "relevant and necessary" to allow the employee's representative to bargain intelligently and effectively with respect to wages, hours, and other conditions of employment.

As pointed out in the above 1 and 2, the words "hours" appears. It is an unfair labor practice to refuse the numerous requested information on the "average hours" worked by our members. It is interpreted by statute under Sec. 23.40.110 (5) refuse to bargain collectively in good faith with an organization which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussions of grievances with the exclusive representative.

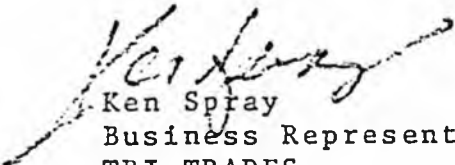
page 2 Robert Stewart January 8, 1976

The State is required by statute and case law to supply us with the requested information on the average number of hours our bargaining unit works.

If the State needs more time to obtain the information then let me offer the following; we adjourn negotiations until Monday January 12, 1976, 10:00 am in a location in Anchorage.

Please respond to this letter in written form as soon as possible.

Sincerely,


Ken Spray
Business Representative
TRI-TRADES

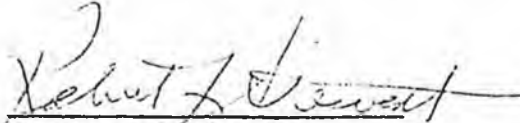
cc; bargaining teams
Guy Stringham


The Union, representing the 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.

The Employer agrees that it will not in any manner, directly or indirectly attempt to interfere between any of its employees and the Union and TRI-TRADES agrees that it will not in any manner directly or indirectly attempt to interfere with the internal managerial relations dealing with these negotiations.

Therefore the following ground rules are adopted.

1. Each team will have only one spokesman who shall be responsible for the conduct for his team.
2. No tape recorders or other devices for keeping records shall be allowed in the room.
3. The State will make available a copy machine and a typewriter for the use by the union negotiating team for the purpose of preparing proposals.
4. As many hours as needed will be devoted to negotiations, meeting time and meal breaks mutually agreed upon.
5. The State will provide a secure caucus area when meeting in State buildings.
6. State employee member of the union team will be authorized administrative leave as provided for in Article XX, Section 8.
7. No compensation shall be allowed for hours in excess of 7.5 per day or 37.5 hours in any one week.
7. Items tentatively agreed to will be initialed by the spokesman of both teams at the time of agreement. It is understood that no such tentative agreement is binding until agreement is reached on all negotiable. ^{It is} it is further agreed that tentative agreements are subject to ratification by the members of TRI-TRADES.
8. Impasse may be called by the spokesman of either team, at which time all ground rules are void.
9. No proposal or counter-proposal shall be official until it is presented to the other team in writing.
10. Nothing will restrict modifications to the above; however, all modifications will be mutually agreed to between the teams.


State of Alaska


TRI-TRADES

1-16/77

ALASLA TRI TRADES PUBLIC SERVICE COUNCIL

903 West 10. Lights
Anchorage, Alaska 99503
November 28, 1975

Mr. Patrick Hunt
Director, Division of Personnel
Pouch C
Juneau, Alaska 99811

Dear Mr. Hunt:

Enclosed is the proposed contract changes requested by the Alaska Tri Trades Public Service Council as per page 40 of the present contract entitled, Terms of Agreement, part 2.

We will await a starting date for the actual negotiations to begin, but would suggest Monday, December 8.

Sincerely yours,

Guy Stringham
Executive Secretary
Tri Trades

ARTICLE XIII

CLASSIFICATION AND WAGES

1. a. Effective date of acceptance the Employer agrees to be governed by the following schedule of wages and working conditions. In the event that work done places the employee in one or more of these classifications when so directed by the Employer, then the Employer agrees to pay such employee according to the highest rated classifications worked provided the employee works for a minimum of three hours at a higher rated wage grade at the direction of the Employer, he shall be paid at the higher wage grade for the entire shift. When an employee is requested to work in a lower wage group due to a temporary fluctuation in work he shall receive his regular rate of pay for all such lower rated work performed.

b. Beginning January 1, 1976, the following shall be the schedule of wages to be paid those employees who are on the payroll of the Employer.

	A	E
W.G. 10	\$6.88	\$7.93
W.G. 9	7.26	8.57
W.G. 8	7.66	8.99
W.G. 7	8.06	9.52
W.G. 6	8.40	10.05
W.G. 5	8.96	10.96
W.G. 4	9.56	11.43
W.G. 3	10.16	12.17
W.G. 2	10.86	12.91
W.G. 1	11.46	13.65
W.G. 1A	12.06	14.39

The Job Classifications are as follows:

Wage Group 1A

Airport Maintenance Foreman

Engineering Technician VIII

Occupational Safety Compliance Officer

- 1) Change Airport Maintenance Foreman to cover all airports applicable.
- 2) Establish a foreman and leadman description for Occupational Safety Compliance Officers. *
- 3) Place all O.S.C.O. type consultants into the compliance definition.

Wage Group 1

Highway Maintenance Foreman

Automotive Shop Foreman

Building Maintenance Foreman

Equipment Operator Foreman

Electrician Foreman

Electronic Technician Supervisor

Engineering Technician VII

- 1) Custodial Foreman (non-working) for 8-10 custodians. *
- 2) Food Service Facilities Foreman (non-working). *

Wage Group 11

Highway Maintenance Foreman

Maintenance Mechanic

Electrician

Aircraft Sheet Metal Mechanic

Engineering Technician VI

Safety Consultant

Electronic Technician

- 1) Party Chief (from W.G. III).
- 2) Traffic Control Technician (from W.G. III).
- 3) Automotive Electronics Rebuilding Specialist. *

Wage Group III

Mechanic Leadman

Equipment Operator

Heavy Duty Mechanic

Driller

Trades Leadman

Cook IV

Engineering Technician V

Materials Lab Technician III

Partsman II

Stationary Fireman III

Aircraft Mechanic

1) Inspector III (from W.G. IV).

2) Highway Engineering Technician (from W.G. IV).

Wage Group IV

Mechanic

Maintenance Man

Equipment Operator

Plumber

Driller

Painter

Carpenter

Stationary Fireman II

Instrumentman

Matls Lab Technician II

Storekeeper III

Sign Painter

- 1) Horticulturist or Gardener. *
- 2) Inspector II (from W.G. V).
- 3) Equipment Serviceman (from W.G. VII).
- 4) Laundry Supervisor (from W.G. VII).
- 5) Housekeeping Supervisor (from W.G. V).
- 6) Clothing Clerk (from W.G. IX).

Wage Group V

Maintenance Man

Equipment Operator

Driller

Engineering Technician IV

Highway Engineering Technician IV

Partsman I

- 1) Move Building Custodian VIII--Same work as Maintenance Man.
- 2) Head Chainman (from W.G. VI).

Wage Group VI

Equipment Operator

Labor Foreman I

Cook III

Electronic Technician Assistant

Materials Lab. Technician I

Storekeeper II

Groundsman Supervisor

- 1) Groundsman moved from W.G. VII
- 2) Housekeeping Aide III (from W.G. VIII).
- 3) Inspector I (from W.G. VII).

Wage Group VII

Equipment Operator

Trades Helper

Cook II

Engineering Technician III

Equipment Dispatcher

Highway Engineering Technician III

Materials Lab. Technician Aide II

Stockhandler

Rear Chainman

Wage Group VIII

Laborer

Assistant Groundsman

Custodial Worker II

Laundry Worker II

- 1) Housekeeping aide II. *

Wage Group IX

Cook I

Engineering Technician II

Highway Engineering Technician II

Senior Food Service Worker

Matls Lab Technician Aide I

Janitor

Wage Group X

Custodial Worker I
Housekeeping Aide I
Laundry Worker I
Food Service Worker

* represents new classification

c. New Employees will enter the schedule at step A and shall remain in that step for 120 calendar days, at which time the employee shall be placed in step B. Employees who are in probationary status on the date of signing of this agreement shall move to step B ninety (90) days after signing of the agreement. All permanent employees shall be placed at step B.

2. 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.

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 and to honor all such bona fide requests. A job request to the Union will be by P.C.N. number.

3. SERVICE BONUS. An employee with seven (7) years of continuous service with the Employer shall be paid an additional thirty-five cents (35¢) per hour.

An employee with eight (8) years of continuous service with the district will be paid an additional fifty-five cents (55¢) per hour.

An employee with nine (9) years of continuous service with the Employer shall be paid an additional sixty-five cents (65¢) per hour.

In each succeeding three (3) years following the ninth (9) year of service an employee has with the Employer an additional fifteen cents (15¢) per hour will be added to his service bonus.

The rates listed above shall not be cumulative, and the additional rate listed for the specified length of continuous service with the Employer shall be the total amount paid for that length of service.

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 as a daily rate according to geographical location and only as a permanent work location at \$2.50 per day times step-due district.

<u>Illustrative Place Names</u>	<u>House Election Districts</u>	<u>Steps Above Pay Plan</u>
Ketchikan-Prince of Wales	1	1
Wrangell-Petersburg	2	1
Sitka	3	1
Juneau	4	1

Icy Strait-Lynn Canal	5	2
Cordova	6(a)	4
Valdez Pipeline Corridor	* 6(b)	5
Palmer-Wasilla	7	1
Anchorage	8	1
Seward	9	2
Kenai-Cook Inlet	10	2
Kodiak	11	2
Aleutian Islands	12	7
Bristol Bay	13	
Eethel	14	8
Yukon-Kuskokwim	15(a)	9
Nenana-Cantwell-Healy-Livengood-Manley	15(b)	7
Fairbanks	** 16(a)	4
Eagle-Chicken-Circle-40 Mile	16(b)	5
Fort Yukon	*** 16(c)	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.

* Pipeline Corridor Defined

Richardson Highway--Valdez to Paxson

Glenn Highway--Eureka to Slana

Edgerton Highway--Chitina to the intersection with the Richardson High-

way five miles either side of the above highways between the cities or destinations listed shall be the Pipeline Corridor.

** 16(a) South of Artic Circle

*** 16(c) North of Artic Circle

6. PREMIUM PAY.

a. Overtime.

1. For all work performed on the employee's first scheduled day off, one and one-half ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) times the basic rate of pay in addition to holiday pay.

b. Shift Differential. Employees who regularly work a "swing" shift beginning between 11:00 a.m. and 7:59 p.m. shall receive shift differential pay of 10 percent (10%) for all compensable hours.

Employees who regularly work a "graveyard" shift beginning between 8:00 p.m. and 5:59 a.m. shall receive shift differential pay of fifteen per cent (15%) for all compensable hours.

c. Employees who are required to work under dangerous conditions shall receive hazard pay of fifteen per cent (15%) in four-hour increments so worked. Dangerous conditions shall be defined as working at heights more than twenty-five (25) feet above the ground on towers, bridgework so designated by the Employer, antennas and transportation by helicopter required by the Employer.

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 forty-five (45) days. Upon completion of such period, he shall be considered a permanent employee and shall have seniority from his date of hire. Accrual and use of sick and annual leave, holiday pay, retirement benefits, health and welfare coverage and other conditions of employment shall be subject to other provisions of this contract.

9. The Employer may request a full or part-time temporary employee. A temporary employee is one so designated for one hundred and twenty (120) calendar days or less. Such time may be extended by mutual agreement. A temporary employee is not entitled to sick and annual leave, health and accident insurance, or pension benefits. In lieu of such entitlements,

each temporary employee shall receive \$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. Temporaries shall be entitled to subsistence only for days worked unless they are assigned to duty stations which will cause the employee undue hardship during days of idleness, and which is to the advantage of the Employer for the employee to remain at the duty station. Temporaries shall be covered by the holiday provisions of this Agreement.

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

Permanent 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 early call-in. Permanent part-time employees will be paid holiday pay according to the hours they are normally scheduled to work. Permanent part-time employees will be covered in accordance with Article XXIII, Section 1. Benefits for sick leave and annual leave, retirement pension pursuant to pertinent statutes and regulations, and vacation time shall accrue proportionate to the benefits for full-time service.

A permanent part-time employee working four (4) hours or less per day will receive one-half ($\frac{1}{2}$) subsistence pay for each day worked. Those permanent part-time employees who work regular shifts of four (4) hours or less per day on a five (5) days per week schedule shall receive one-half ($\frac{1}{2}$) subsistence pay for seven (7) days each week.

11. OMIT CASUAL EMPLOYEE

11. INTERMITTENT EMPLOYEE. The Employer may request an intermittent employee. An intermittent employee is one who is employed for the purpose of substituting for a permanent employee who is off duty because of illness, on annual leave or otherwise is unable to work. An intermittent 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 intermittent employee shall receive one dollar and ten cents (\$1.10) for each compensable hour worked. Upon initial employment, each intermittent employee may remain on the active employee roster for a period of nine (9) months. Work in any nine (9) month period shall not exceed three hundred and twenty-five (325) hours, of which not more than ten (10) consecutive working days in one assignment will be made. Intermittent employees are entitled to subsistence for each day worked. These employees will be subject to provisions of Article IV.

or

12. TRAINEE OR APPRENTICESHIP. It is understood and agreed that both parties will consider each training or apprenticeship program individually and reach mutual agreement on wages and conditions implemented. The Union and State agree to establish a policy for training. A committee composed of four (4) members from each party will establish training procedures in all departments possible.

13. LONGEVITY. AS 39.27.002 shall not apply to the employees in the Labor, Trades and Crafts Unit.

ARTICLE XXV

SICK LEAVE -- FUNERAL LEAVE

1. Employees sick-leave credits shall accrue at the rate of one and three-fourths (1 3/4) days per month or majority fraction thereof; sick leave pay shall be based on the employee's actual scale of wages. Sick leave shall be redeemed at retirement with each seven and one-half (7½) hours of accumulated sick-leave representing one (1) day towards the number of years an employee will need for retirement. An employee must have the minimum state requirements for age at the time of request. If an employee is terminated prior to retirement he shall be paid at his actual scale of wages for his acquired hours of sick leave.

2. Employees with three-day sick leave and under shall not be required to furnish a doctor's certification before returning to work unless there is reason to believe malingering is involved. Any employee with more consecutive sick leave days than specified above may 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.

In the event that a member of the immediate family (i.e. spouse, children living at home, or mother or father, or either spouse living in residence) the employee will be allowed sick leave up to the amount he has accumulated.

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.

5. Upon the death of an employee, any unused sick leave balance shall be paid in cash to his beneficiaries at his regular pay rate.

ARTICLE XXIII

HEALTH AND SECURITY

1. The Alaska Tri Trades Public Service Council will advertise for bids a unilateral Health and Welfare program for the employees under their contract which will become effective on July 1, 1976.

			Positions allocated by Legislature	Employees as of 6/30 actual figure
12.37	WAGE GROUP IA	+ 1.54		
9910	Airport Maintenance Foreman		4	3
	Engineering Technician VIII		0	0
9930	Occupational Safety Compliance Officer		28	21
			<u>32</u>	<u>24</u>
12.44	WAGE GROUP I	+ 1.45		
9311	Highway Maintenance Foreman		33	30
9321	Automotive Shop Foreman		9	9
9331	Building Maintenance Foreman		15	15
9341	Equipment Operator Foreman		1	1
9351	Electrician Foreman		4	3
9511	Electronic Technician Supervisor		4	4
	Engineering Technician VII		0	0
			<u>66</u>	<u>62</u>
14.32	WAGE GROUP II	+ 1.36		
9312	- Highway Maintenance Foreman		38	34
9332	Maintenance Mechanic		31	29
9342	Electrician		17	15
9512	Aircraft Sheet Metal Mechanic		1	1
9522	Engineering Technician VI		1	0
9532	Safety Consultant			
9542	Electronic Technician		17	17
			<u>105</u>	<u>96</u>
16.55	WAGE GROUP III	+ 1.27		
9323	Mechanic Leadman		13	13
9353	- Equipment Operator		286	238
9363	Heavy Duty Mechanic		70	64
9373	Driller		2	1
9383	Trades Leadman		1	1
9513	Cook IV		8	8
9523	- Engineering Technician V		9	0
9533	Materials Lab Technician III		3	0
9543	Partsman II		5	5
9553	Stationary Fireman III		1	1
9563	Aircraft Mechanic		3	3
9573	- Party Chief		7	2
9583	Traffic Control Technician		0	0
			<u>408</u>	<u>336</u>
9.54	WAGE GROUP IV	+ 1.15		
9324	Mechanic		58	52
9334	- Maintenance Man		80	75
9354	- Equipment Operator		111	73
9364	Plumber		0	0
9374	Driller		4	1
9384	Painter		5	2
9394	Carpenter		5	3
9514	Stationary Fireman II		13	11
9524	- Instrumentman		11	3
	- Inspector III			
9534	- Highway Engineering Technician V		114	26
9544	- Materials Lab Technician II		23	6
9554	Storekeeper III		7	4
9564	Sign Painter		3	3
			<u>434</u>	<u>259</u>

2.20 WAGE GROUP V +1.15

9335	- Maintenance Man	21	18
9355	- Equipment Operator	4	2
9375	Driller	4	1
9515	- Engineering Technician IV	11	3
	- Inspector II		
9525	- Highway Engineering Technician IV	101	25
9535	Houskeeping Supervisor	3	3
9545	Partsmen I	8	8
		<u>152</u>	<u>60</u>

2.54 WAGE GROUP VI +1.15

9356	- Equipment Operator	0	0
9396	- Labor Foreman I	4	4
9516	Cook III	22	18
9526	Electronic Technician Assistant	0	0
9536	- Materials Lab Technician I	16	2
9546	Storekeeper II	17	17
9556	- Head Chairman	10	0
9566	Groundsman Supervisor	1	1
		<u>70</u>	<u>42</u>

3.03 WAGE GROUP VII +1.15

9327	Equipment Serviceman	7	7
9357	- Equipment Operator	34	13
9397	Trades Helper	15	6
9517	Cook II	11	3
9527	- Engineering Technician III	11	2
	- Inspector I		
9537	Equipment Dispatcher	3	3
9547	Groundsman	3	3
9557	- Highway Engineering Technician III	117	16
9567	- Materials Lab Technician Aide II	6	0
9577	Stockhandler	19	18
9587	- Rear Chairman	7	0
9597	Laundry Supervisor	3	3
		<u>236</u>	<u>74</u>

3.50 WAGE GROUP VIII +1.15

9398	Laborer	46	14
9518	Building Custodian	9	9
9528	Storekeeper I	2	2
9538	Assistant Groundsman	1	1
9548	Custodial Worker II	43	35
9558	Laundry Worker II	4	4
9568	Housekeeping Aide III	7	7
		<u>112</u>	<u>72</u>

3.06 WAGE GROUP IX +1.15

9509	Cook I	7	7
9529	Clothing Clerk	1	1
9549	- Engineering Technician II	7	0
9559	- Highway Engineering Technician II	125	9
9579	Senior Food Service Worker	6	5
9589	- Materials Lab Technician Aide I	6	1
9599	Janitor	44	41
		<u>196</u>	<u>64</u>

6.44 WAGE GROUP X +1.15

9500	Custodial Worker I	16	12
9510	Housekeeping Aide I	51	46
9520	Laundry Worker I	6	6
9530	Food Service Worker	51	47
		<u>124</u>	<u>111</u>

1335 - 1201

734

1581

<u>W.G. IA</u>	Increase \$1.54/hr.	Positions 32	Emp. 24
Reg. Allocation	$\$1.54 \times 32 \times 1950 =$	\$96,096	
Reg. Filled	$\$1.54 \times 24 \times 1950 =$		\$72,072
Overtime Allocation	$\$1.54 \times 1.5 \times 32 \times 223 =$	\$16,485	
Overtime Filled	$\$1.54 \times 1.5 \times 24 \times 223 =$		\$12,364
<u>W.G. I</u>	Increase \$1.45/hr.	Positions 66	Emp. 62
	$\$1.45 \times 66 \times 1950 =$	\$186,615	
	$\$1.45 \times 62 \times 1950 =$		\$175,305
	$\$1.45 \times 1.5 \times 66 \times 223 =$	\$32,012	
	$\$1.45 \times 1.5 \times 62 \times 223 =$		30,-72
<u>W.G. II</u>	Increase \$1.36/hr.	Positions 105	Emp. 96
	$\$1.36 \times 105 \times 1950 =$	\$278,460	
	$\$1.36 \times 96 \times 1950 =$		\$254,592
	$\$1.36 \times 1.5 \times 105 \times 223 =$	\$47,767	
	$\$1.36 \times 1.5 \times 96 \times 223 =$		43,673
<u>W.G. III</u>	Increase \$1.27/hr	Positions 408	Emp. 336
	$\$1.27 \times 408 \times 1950 =$	\$1,010,412	
	$\$1.27 \times 336 \times 1950 =$		\$832,104
	$\$1.27 \times 1.5 \times 408 \times 223 =$	\$173,325	
	$\$1.27 \times 1.5 \times 336 \times 223 =$		142,731
<u>W.G. IV</u>	Increase \$1.18/hr	Positions 434	Emp 259
	$\$1.18 \times 434 \times 1950 =$	\$998,634	
	$\$1.18 \times 259 \times 1950 =$		\$595,959
	$\$1.18 \times 1.5 \times 434 \times 223 =$	\$171,305	
	$\$1.18 \times 1.5 \times 259 \times 223 =$		102,230
W.G. V	Increase \$1.15/hr.	Positions 152	Emp. 60
W.G. VI	" "	" 70	" 42
W.G. VII	" "	" 236	" 74
W.G. VIII	" "	" 112	" 72
W.G. IX	" "	" 196	" 64
<u>W.G. X</u>	Increase \$1.15/hr	Positions 124	Emp.111
		Total = 890	Total = 423
	$\$1.15 \times 890 \times 1950 =$	\$1,995,825	
	$\$1.15 \times 423 \times 1950 =$		\$948,578
	$\$1.15 \times 1.5 \times 890 \times 223 =$	\$343,354	
	$\$1.15 \times 1.5 \times 423 \times 223 =$		163,190

January 1, 1976 to January 1, 1977

Total Wage Cost/Year 1976

	<u>Positions</u>	<u>Employees</u>	
W.G. IA	R.T. \$96,096	\$72,072	
	O.T. 16,485	12,364	
W.G. I	R.T. 186,615	175,305	
	O.T. 32,012	30,072	
W.G. II	R.T. 278,460	254,592	
	O.T. 47,767	43,673	
W.G. III	R.T. 1,010,412	832,104	
	O.T. 173,325	142,738	
W.G. IV	R.T. 998,634	595,959	
	O.T. 171,305	102,230	
W.G. V to W.G. X	R.T. 1,995,825	948,578	
	O.T. 343,354	163,190	
	<u>\$5,350,290</u>	<u>\$3,372,877</u>	TOTAL COST

Health Increase of 18¢/Regular Hour

Total	Positions 1935	Employees 1201
Regular Time	1935 x 1950 x 0.18 = \$679,185	
	1201 x 1950 x 0.18 =	\$421,551
Overtime	1935 x 223 x 0.18 = \$77,671	
	1201 x 223 x 0.18 =	48,209
	TOTAL COST	<u>\$756,856</u>
		<u>\$469,760</u>

5,350,290 x 1.23% for benefits = \$6,580,857 Budget

ANNUAL SALARY

W.G. I A	12.50 x 1950 =	\$24,960 year
	14.34 x 1950 =	27,963 year
	12.50 x 1.5 x 223 =	4,252 year
	14.34 x 1.5 x 223 =	4,797 year
W.G. I	12.06 x 1950 =	23,517 year
	13.51 x 1950 =	26,345 year
	12.06 x 1.5 x 223 =	4,035 year
	13.51 x 1.5 x 223 =	4,520 year
W.G. II	11.32 x 1950 =	22,074 year
	12.68 x 1950 =	24,726 year
	11.32 x 1.5 x 223 =	3,787 year
	12.68 x 1.5 x 223 =	4,242 year
W.G. III	10.58 x 1950 =	20,631 year
	11.85 x 1950 =	23,108 year
	10.58 x 1.5 x 223 =	3,540 year
	11.85 x 1.5 x 223 =	3,964 year
W.G. IV	9.84 x 1950 =	19,188 year
	11.02 x 1950 =	21,489 year
	9.84 x 1.5 x 223 =	3,292 year
	11.02 x 1.5 x 223 =	3,687 year
W.G. V	9.20 x 1950 =	17,940 year
	10.35 x 1950 =	20,183 year
	9.20 x 1.5 x 223 =	3,078 year
	10.35 x 1.5 x 223 =	3,463 year
W.G. VI	8.56 x 1950 =	16,692 year
	9.71 x 1950 =	18,935 year
	8.56 x 1.5 x 223 =	2,864 year
	9.71 x 1.5 x 223 =	3,248 year
W.G. VII	8.03 x 1950 =	15,659 year
	9.18 x 1950 =	17,901 year
	8.03 x 1.5 x 223 =	2,687 year
	9.18 x 1.5 x 223 =	3,071 year
W.G. VIII	7.50 x 1950 =	14,625 year
	8.65 x 1950 =	16,686 year
	7.50 x 1.5 x 223 =	2,509 year
	8.65 x 1.5 x 223 =	2,894 year
W.G. IX	7.08 x 1950 =	13,806 year
	8.23 x 1950 =	16,049 year
	7.08 x 1.5 x 223 =	2,369 year
	8.23 x 1.5 x 223 =	2,753 year
W.G. X	6.44 x 1950 = <i>custodian</i>	12,558 year
	7.59 x 1950 = <i>" maximum</i>	14,801 year
	6.44 x 1.5 x 223 =	2,155 year
	7.59 x 1.5 x 223 =	2,518 year



TRI TRADES

114 S. FRANKLIN ST. RM. 102, JUNEAU, ALASKA 99811 PH. (907) 586-6993



United for Service

January 22, 1976

Article XIII

1. A. as per present contract.

B. effective date January 1, 1976, \$1.15 or 12% whichever is greater, to be applied to wage groups 1A thru 10.

Job Classifications, as per proposal dated January 16, 1976.
(copy attached)

1. C. remove last two sentences in present contract language.

2. as per present contract language.

3. Service Bonus. An Employee with seven (7) years of continuous service with the Employer shall be paid an additional twenty (20¢) cents per hour for every compensable hour.

An Employee with eight (8) years of continuous service with the Employer shall be paid an additional forty (40¢) cents per hour for every compensable hour.

An Employee with nine (9) years of continuous service with the Employer shall be paid an additional fifty (50¢) cents per hour for every compensable hour.

4. present contract language.

5. Subsistence, present contract language, with the remuneration raised to \$2.40 per day and a joint study made of all illustrative place names.

6. Premium pay.

A. 1., as per present contract language.
2., as per present contract language.
3., as per present contract language.

B. Shift differential, as per present contract.

C. Hazardous pay, as per present contract. Study to be made as to present practice for safety and possible improvements.

7. Lien clause, as per present contract language.

8. Probationary period, as per present contract language.
9. Temporary employees, as per present contract language.
10. Permanent part time employees, as per present contract language.
11. Omit casual employee.
12. Intermittent employee, as per present contract language, with addition of the "intermittent employee may be used" for snow removal.
13. Trainee or Apprenticeship, as per present contract language.
14. Longevity, as per present contract language.

Article XXV

1. Sick leave - funeral leave, as per present contract, with the addition "at the time of retirement and/or employment termination, all unused sick leave shall be paid in cash to the Employee".
2. as per present contract language.
new paragraph, serious illness to immediate family, as per language submitted by the union.
3. as per present contract language.
4. as per present contract language.
5. as per present contract language.

Article XXIII

Health and Security. The present health and security program will be increased as per the following attached schedule.

SCHEDULE

1. To cover the 20% co-insurance features now part of the comprehensive medical program. \$9.55
2. To eliminate the \$50.00 per person, 3 separate per family, deductible now part of the comprehensive medical program \$12.60
3. To cover the 20% co-insurance feature which now applies to chiropractic coverage (item #1 assumes the chiropractic benefit would remain at 20% co-insurance). \$.25
4. To cover the 20% co-insurance feature of the Audio benefit. \$.10
5. To incorporate Dental coverage at U.C.R. in lieu of the current schedule, all other features to remain in effect. \$3.33
6. To incorporate Vision coverage at U.C.R. in lieu of the current schedule, except that payment for frames would be limited to \$35.00 every two years. \$2.85

JOB CLASSIFICATIONS - January 16, 1976

- W.G. I A Airport Maintenance Foreman to cover all airports applicable.
All O.S.C.O. type consultants into the compliance definition.
Drop Foreman and/or leadman for O.S.C.O.
- W.G. I No change in present contract.
- W.G. II *Drop Mechanic Leadman (to remain in W.G. III).
*Drop Party Chief.
- Traffic control technician to be moved from W.G. III.
Electronic Technician (automotive - new classification)
*Aircraft Mechanic - leave in W.G. III
- W.G. III *Drop all on Highway Technicians, Engineering Technicians, Inspectors. Party Chief, Instrumentman, Head Chainman, Rear Chainman, Material Labs Technician Aid and Material Labs Technician.
- Maintenance Man II (moved from W.G. IV)
Driller III
- W.G. IV Leave Mechanic as is.
Clothing Clerk (from W.G. IX)
Driller II
Drop Equipment Serviceman now to W.G. VI

W.G. V Maintenance Man I
 Driller I
 Groundsman Supervisor - move from W.G. VI
 Building Custodian II - move from W.G. VIII

W.G. VI Eliminate Laborer Foreman
 Equipment Serviceman - move from VII
 * Drop Groundsman - leave in VII
 * Drop Housekeeper Aide III - leave in VIII
 *Inspector I

W.G. VII

W.G. VIII *Drop Housekeeper Aide II

W.G. IX

W.G. X Drop Custodial Worker I

*There shall be a joint study on all of these positions with the results being placed before the respective bargaining teams for the negotiations of 1977 Agreement. It is the intentions of both the State and Tri Trades to use this information for the purpose of appropriately placing these classifications in the correct wage groups.



ALASKA PUBLIC EMPLOYEES ASSOCIATION

STATE HEADQUARTERS: 130 SEWARD STREET, SUITE 508, JUNEAU, ALASKA 99801 • TELEPHONE: (907) 586-2334

January 23, 1976

HAND DELIVERED

The Honorable Hugh Malone, Chairman
House Finance Committee
State of Alaska
Juneau, Alaska 99801

Dear Representative Malone:

The following is information you have requested from A.P.E.A.:

Amount needed to fund the cost of living due on 8/16/75: \$813,700.00
Interest computed at 6% per annum
Period of time covered (unpaid): 8/16/75 to 2/16/76 =

\$4,068.50 per month or TOTAL \$24,411.00

The Alaska Public Employees Association has requested interest on the amount due Alaska's Supervisory personnel on August 16, 1975 because:

1. The 1974 cost of living increase was 14.3%.
2. The administration projected only an 8.98% cost of living for 1975, despite the pending pipeline impact. The administration's projection was very unrealistic.
3. The Supervisors' contract was signed in time for the Legislature to fully fund the Supervisors' cost of living, unlike other union contracts. That is perhaps why A.P.E.A. has requested interest and perhaps other unions have not. Moreover, the Legislature intended to fully fund this contract.
4. To maintain the integrity of this contract and to make Alaska's Supervisory personnel whole, in terms of the money due them, we believe that this request for interest is only proper. Otherwise, the administration would be under no particular exigency to see that future contracts are properly funded.

I want to thank you Mr. Chairman, and the other members of your committee, for your consideration. If I can provide the committee with any further information, please don't hesitate to contact me.

Sincerely,

Ellison W. Ferrall
Executive Director
Alaska Public Employees Association

EFW:am

ANCHORAGE FIELD OFFICE
909 W. 9TH. STREET, SUITE 12
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130 SEWARD STREET, SUITE 509
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EMPLOYEES BY BARGAINING UNIT
AND FUNDING SOURCE

	<u>Number of Employees</u>
<u>Confidential Employees</u>	<u>120</u>
<u>General Government</u>	<u>4,880</u>
General Fund	3,819
International Airport Revenue Fund	138
Highway Working Capital Fund	16
Teachers' Retirement System	8
Public Employees Retirement System	9
Agricultural Revolving Fund	2
Veteran's Revolving Fund	27
FICA Fund Reserve Account	2
Surplus Property Revolving Fund Reserve Account	3
Second Injury Fund Reserve Account	2
Sick and Disabled Fishermen's Fund Reserve Account	2
Donated Commodities Handling Fee Reserve Account	2
Federal Program Receipts	500
Capital Improvement Programs	350
<u>Supervisory</u>	<u>835</u>
General Fund	555
International Airport Revenue Fund	11
Highway Working Capital Fund	14
Federal Program Receipts	44
Capital Improvement Programs	211
<u>Labor, Trades and Crafts (Tri-Trades)</u>	<u>1,549</u>
General Fund	844
International Airport Revenue Fund	135
Fish and Game Fund	2
Highway Working Capital Fund	193
Federal Program Receipts	61
Capital Improvement Programs	314

~~INTEREST~~
Total Costs

Assume 6% simple interest
payments due at regular payroll dates

Tr. trades K in 9/4/75-

	cost	Calculate based upon interest for	
part to 6/1/75	11/75	dates covered by contract	
	Cost if paid	end JAN	69.1 -
		end Feb	83.6 -

	cost	Calculate interest since contract sign.	
9/4/75		if paid end JAN	39.2 -
		end Feb	53.7 -

Confidentials

~~calculate since beginning of contract~~
Assume $\frac{6\%}{12}$ for retro to April should have been in Aug pay check

K in 4/75 7/14/75	Cost if interest since contract dates covered	
	if paid end JAN	5.0
Feb 75 retro	end Feb	6.1

	cost if due since signing	
	end JAN	3.9
July	end Feb	5.0

Supervisors

Aug 16	cost if pay	end of JAN	3.1
	cost if pay	end of Feb	4.7

Totals - dates covered	JAN	FEB
	77.2	94.4
Sign date	46.2	63.4

Sec. 1 CONFIDENTIAL

Cost of Living Adjustment	103,900
Salary Increase	377,800
Interest	Ø
	<hr/>
	481,700

Sec. 2 GENERAL GOVERNMENT

Cost of Living Adjustment	4,856,600
Salary Increase	Ø
Interest	Ø
	<hr/>
	4,856,600

Sec. 3 SUPERVISORY

Cost of Living Adjustment	996,800
Salary Increase	Ø
Interest	4,700
	<hr/>
	1,001,500

Sec. 4 Tri Triados

Cost of Living Adjustment	Ø
Salary Increase	5,351,700
Interest	Ø
	<hr/>
	5,351,700

Sec. 5 Marine Transportation

Cost of Living Adjustment	1,210,517
Salary Increase	1,010,295
Interest	5,351
	<hr/>
	2,226,163

1 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
2 FIRST JUDICIAL DISTRICT AT JUNEAU

3 ALASKA PUBLIC EMPLOYEES ASSOCIATION,)
4 Plaintiff,)

5 vs.)

6 ANDREW S. WARWICK in his capacity)
as Commissioner of Administration;)
7 PATRICK L. HUNT in his capacity as)
Director of Division of Personnel,)
8 Department of Administration; and)
the STATE OF ALASKA,)

9 Defendants.)

10 C. A. No. 75-385

11 DEFENDANTS' ANSWERS TO
12 PLAINTIFF'S INTERROGATORIES

13 Pursuant to Civil Rule 33, defendants answer plain-
14 tiff's interrogatories to defendants as follows:

15 1. What was the total sum appropriated to fund the
16 contract and over what period of time does the appropriation
17 extend?

18 ANSWER: The following amounts represent an increase
19 in costs of the APEA contracts. The base wage costs were
20 included in the general appropriation bill (ch. 209, SLA 1975)
21 and were not broken out so as to specify costs.

22 Supervisors: FY 75 - \$1,510,800 (ch. 26, SLA 1975);
23 FY 76 - \$2,789,800 (ch. 141, SLA 1975).

24 General Government: FY 75 - \$4,228,400 (§ 3, ch. 139,
25 SLA 1975); FY 76 - \$13,196,400 (§ 3, ch. 141, SLA 1975).

26 2. (a) How much of the appropriation has already
27 been spent?

28 (b) How much has been spent on salaries?

29 (c) How much has been spent on benefits, itemizing
30 the amount spent for each benefit category?

31 (d) How much has been spent for other purposes,
32 specifically designating each other purpose and amount?

1 ANSWER: All amounts appropriated for FY 75 have
2 either been expended, obligated or lapsed. Costs for FY 76 to
3 December 31, 1975 cannot be exactly determined because payments
4 to employees are not separated as to what part of the payment is
5 for base wages before the new contract and what part is the
6 result of the increase. December 31, 1975 is the end date for
7 these calculations. Certain assumptions may be made that would
8 allow approximating the costs. The assumptions used in deter-
9 mining the expenditure of the appropriation resulting from the
10 increase are:

11 A. Supervisors:

12 (1) Assume that amounts paid for last 6 months of
13 calendar 1975 are equivalent to 1/2 of fiscal 1976. This is not
14 strictly true because of a 2-week pay lag but should be very
15 close to the actual costs.

16 (2) Assume that the amounts currently being paid to
17 supervisors consist of base pay + 15% basic salary increase +
18 1% COLA which began August 16, 1975. Thus, since August 16th,
19 4.5 (months) X monthly costs X 13.904% (portion of current
20 salary costs related to increase from contract) equals the
21 increase related to the contract from August 16 to December 31,
22 1975. Assume that the monthly cost before August 16 was equal
23 to the current monthly cost divided by 1.01 to account for
24 the August 16th COLA. Thus, the cost for the period July 1
25 through August 16th is equivalent to 1-1/2 (months) X monthly
26 cost X 13.043% (portion of current salary costs related to
27 increase from contract).

28 (3) Assume that employer benefit costs fall equally
29 over the year and that the rate of 18% is representative. The
30 rate now being paid is 21% (3% added by later legislation) cal-
31 culated as follows:

1	FICA	5.00
2	Public Employees Retirement	8.32
3	Health Insurance	5.08
4	Public Liability	.50
5	Workmen's Compensation	.90
6	Accident and Bonding	.10
7	Terminal Leave	1.10
8		<u>21.00%</u>

9 This rate is an average rate used for all state employees and
10 does not directly relate to particular bargaining units because
11 of differentials in average pay. Since an average rate of 18%
12 was used for the justification of the salary appropriation, it
13 is used in the calculation of costs.

14 (4) Assume all supervisors are permanent employees,
15 with a low rate of turnover.

16 B. General Government:

17 (1) Assume that amounts paid for last 6 months of
18 calendar 1975 are equivalent to 1/2 of fiscal 1976. This is not
19 strictly true because of a 2-week pay lag but should be very
20 close to the actual costs.

21 (2) Assume that the amount currently being paid to
22 general government employees consists of the base pay plus 9%.
23 Therefore, 6 (months) X current monthly cost X 8.257% (portion
24 of current salary costs related to increase from contract)
25 equals the cost to date for FY 76.

26 (3) Assume that benefits fall equally over the year
27 at the rate of 18%. (see Supervisors).

28 (4) Assume that the temporary salary payments are 10%
29 of the total salary payment.

30 (5) Assume that holiday pay for temporary employees
31 is 2%.

32 Based on these assumptions, the following answers are appropriate with respect to FY 76:

2. (a) Supervisors: \$1,567,400 (see Attachment 1)

1 General Government: \$3,833,000 (see Attach-
2 ment 2).

3 2. (b) Supervisors: \$1,328,300 (84.746% of total)
4 General Government: \$3,285,500 (93.462% of
5 temporary position costs; 84.745% of permanent position costs).

6 2. (c) Benefits: see assumptions for benefits above
7 Supervisors: \$239,100 (15.254% of total).
8 General Government: \$547,500 (6.538% of
9 temporary position costs; 95.254% of permanent position costs).

10 2. (d) None.

11 Supervisors: Increased costs related to the
12 Supervisors contract have been incurred as a result of the
13 increase (primarily per diem costs) that were required by the
14 contract. However, it is virtually impossible to provide detailed
15 costing of these items. For example, the appropriation request
16 for per diem increases was made for all employees and was not
17 specifically tied to the appropriation for FY 76 noted in
18 response to question no. 1 above. Therefore, for purposes of
19 these calculations we will assume that no other costs were paid
20 from the supervisors appropriation other than salaries and bene-
21 fits.

22 General Government: Increased costs related to
23 General Government employees have been incurred for items other
24 than salaries and benefits but, as in the Supervisor situation,
25 it would be virtually impossible to calculate these costs. There-
26 fore for purposes of these calculations we will assume that no
27 costs other than salaries and benefits have been paid.

28 3. (a) How does the administration propose to spend
29 the remaining portion of the appropriation?

30 ANSWER: Supervisors: The remaining portion of the
31 appropriation for Supervisory Employees will be used to pay sal-
32

1 ary and benefit items now being paid and to pay up to an addi-
2 tional 1% COLA effective February 16, 1976.

3 General Government: The remaining portion of the
4 appropriation for General Government Employees will be used to
5 pay salary and benefit items now being paid and to pay the 9%
6 advance on inflation for calendar 1976 provided by contract and
7 funded by the legislature. Since the legislature funded pay bills
8 at 93% of estimated costs because vacancies existed in the uni-
9 verse of positions and a disproportionate share of the vacancies
10 are in the General Government Unit, it could possibly be
11 necessary to reallocate funds to the Supervisor settlement to
12 fund items now being paid. The legislature estimated vacancies
13 in the Supervisor Unit at a higher level than actually exists.

14 3. (b) What contract items does the administration
15 intend not to provide or pay for and over what period of time?

16 ANSWER: Until additional appropriations are provided
17 by the legislature the administration does not intend to pay for
18 increases in pay resulting from Consumer Price Index increases
19 in Anchorage for 1975 which exceed the level (9%) used in cal-
20 culating the funding provided by the legislature for FY 76.

21 3. (c) Does the administration intend to pay inter-
22 est on monies not paid on time?

23 ANSWER: Interest payments will be made only for those
24 items in the contracts which specifically state that interest
25 will be paid.

26 3. (d) Will the sums proposed to be spent by the
27 administration exhaust the entire appropriation or will any
28 amount be left unspent (stating the exact amount, if any)?

29 ANSWER: Supervisor costs will exceed the amounts
30 appropriated. General Government costs will exceed the amounts
31 appropriated.

32

1 4. (a) How much of an appropriation will be necessary
2 to complete funding of the contract?

3 ANSWER: Assuming specific appropriations for all
4 increased cost items, the following appropriations will be
5 necessary to complete funding of the contract: Supervisors -
6 \$1,431,100; General Government - \$3,319,100.

7 4. (b) How was the amount in (a) calculated?

8 ANSWER: The figures in the response to question no. 4
9 (a) were achieved by subtracting calculated increased costs from
10 the amount appropriated for FY 76. See Attachments 1 and 2.

11 4. (c) What cost of living adjustment was used in the
12 calculation in (a) and (b) above?

13 ANSWER: The above cost of living adjustments are based
14 upon our revised estimates of 14% for the Consumer Price Index
15 change for Anchorage for 1975.

16 5. (a) How was the sum originally appropriated to
17 fund the contract calculated?

18 ANSWER: The amounts originally calculated for the cost
19 of the contracts were based upon the following increases in
20 cost:

21 Supervisors:

22 Base pay increase	15%
23 COLA August 16, 1975	1%
24 COLA February 16, 1976	1%
Benefits	18%

25 General Government:

26 COLA advance, calendar '75	9%
27 COLA advance, calendar '76	9%
Benefits	18%

28 5. (b) Did the administration believe the sum appro-
29 priated would fund the contract fully?

30 ANSWER: Yes, but specific legislation was requested
31 to automatically appropriate additional funds if required for
32

1 cost-of-living increases.

2 5. (c) Who made the calculation in part (a) above?

3 ANSWER: Ronald B. Lind, Deputy Director, Division of
4 Budget and Management.

5 5. (d) Are there written records of how this calcula-
6 tion was made? If so who made those records and who presently
7 has control of them?

8 ANSWER: Written records are available in the Depart-
9 ment of Administration and copies have been given to the
10 attorney representing APEA.

11 5. (e) (i) What did the administration estimate the
12 cost of living increase would be over the period covered by the
13 appropriation?

14 ANSWER: Anchorage Consumer Price Index percentage
15 changes for calendar 1975 was estimated at 9%.

16 5. (e) (ii) What cost of living adjustment was used
17 in making the calculation in (a) above?

18 ANSWER: 9% change in the Consumer Price Index for
19 Anchorage.

20 5. (e) (iii) How did the administration make the
21 estimates in parts (e)(i) and (ii) above?

22 ANSWER: The administration used the rate agreed by
23 APEA and the state as the accepted estimate for prepaying infla-
24 tion in the General Government contract. *

25 5. (e) (iv) Was the cost of living adjustment used
26 in part (ii) above used uniformly by the administration in cal-
27 culating the cost of living increase for other similar purposes?
28 If not, please state what other cost of living estimates were
29 used and for what purposes. If so, give particular examples.

30 ANSWER: Yes, the rate set in (5)(e)(ii) above was
31 used uniformly in the Community College Teachers contract and
32

1 both bargaining units of APEA.

2 5. (e) (v) What cost of living adjustment was used
3 in funding the contract for community college teachers?

4 ANSWER: 9%.

5 6. If any of the figures provided in answer to the
6 above questions is an estimate rather than an exact figure:

7 (a) Please state why exact figures are not available.

8 ANSWER: All salary cost calculations are estimates
9 because the state accounting system does not specifically accumu-
10 late salary increase costs separately from base salary costs.

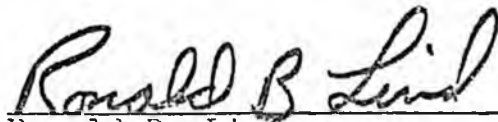
11 6. (b) Please show exactly how the estimated figures
12 were calculated and state all assumptions used in making the
13 calculations.

14 ANSWER: See assumptions in responses to question nos.
15 2 and 4 as well as Attachments 1 and 2.

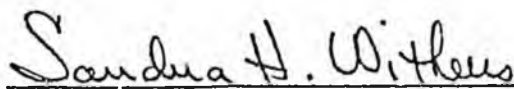
16 7. With reference to the "frozen salary arbitration"
17 which took place on March 7, 1975, list the names of all members
18 of the General Government Unit who have been refused the wage
19 increases of Article XXI of the 1974 General Government Agree-
20 ment on the State's theory that their salaries were frozen.

21 ANSWER: Craig Bracken, Mary P. Davis, Marguerite
22 King, Richard Gildow, David Corr, James A. Nelson and Deborah
23 McMullin.

24 DATED this 9 day of January, 1976, at Juneau,
25 Alaska.

26 

27 Ronald B. Lind
28 Deputy Director
29 Department of Administration

30 

31 Sandra H. Withers
32 Labor Relations Analyst
Department of Administration

1 STATE OF ALASKA)
2 : ss.
3 FIRST JUDICIAL DISTRICT)

4 RONALD B. LIND, being first duly sworn, on oath,
5 deposes and says:

6 I am the officer responsible for information such as
7 requested by plaintiff's interrogatories numbers 1 through 6.
8 The answers given thereto are accurate and correct to the best
9 of my information and belief.

10 *Ronald B Lind*
11 Ronald B. Lind

12 SUBSCRIBED and SWORN to before me this 9th day of
13 January, 1976.

14 *Catherine H. Phillips*
15 Notary Public, State of Alaska
16 My commission expires: 6/28/77

17 STATE OF ALASKA)
18 : ss.
19 FIRST JUDICIAL DISTRICT)

20 SANDRA H. WITHERS, being first duly sworn, on oath,
21 deposes and says:

22 I am the officer responsible for information such as
23 requested by plaintiff's interrogatory number 7. The answer
24 given thereto is accurate and correct to the best of my informa-
25 tion and belief.

26 *Sandra H. Withers*
27 Sandra H. Withers

28 SUBSCRIBED and SWORN to before me this 9th day of
29 January, 1976.

30 *Catherine H. Phillips*
31 Notary Public, State of Alaska
32 My commission expires: 6/28/77

33 Service and Receipt of
34 copy acknowledged this
35 9 day of Jan
36 19 76
37 By Natue E. Murphy

SUPERVISORS

	July-Dec. 1975 <u>(\$000's)</u>
Earning Report Total	\$13,212.8
Less:	
Capitol Improvement Prog.	
Highways	3,234.5
Public Works	<u>274.7</u>
	3,509.2
Operating Salary	9,703.6
Monthly Salary	+6 1,617.3
Benefits 18%	<u>291.1</u>
Total Monthly Cost	1,908.4
Salary Increases	
Cost before 1% 8/16 (1908.4) X 13.043% X 1-1/2 months	373.4
after 8/16-12/31 1908.4 X 13.904% X 4.5 months	<u>1,194.0</u>
Cost incurred through 12/31	<u><u>1,567.4</u></u>
Projected Costs	
Base Salary (1908.4) (13.904%) X 6 months	1,592.1
Aug 16 COLA to 5% (1908.4) X 4% X 10.5 months	793.6
1.01	
Feb 16 COLA at 3% (<u>1908.4</u>) (1.05) (3%) (4.5 months)	<u>267.8</u>
1.01	
	<u><u>2,653.5</u></u>
Total Cost of Contract	4,220.9
Appropriation	2,789.8
Unfunded	1,431.1

GENERAL GOVERNMENT

July-Dec.
1975
(\$000's)

Earning Report Total \$42,805.5

Less:

Capital Imp. Prog.

 Highways

 Public Works

3,255.7

699.1

3,954.8

Operating Salary

38,850.7

÷6

Month Salary Total

6,475.1

 Estimate 10% Temporary

 90% Permanent

	<u>Temporary</u>	<u>Permanent</u>
Salary	647.5	5,827.6
Benefits Tem. 7.25% - Perm. 18%	<u>45.3</u>	<u>1,048.9</u>
Total Monthly Salary Include Benefits	692.8	6,876.5
Increased costs to date		
Salary X 8.257 X 6 months	343.2	3,406.7
Payment of Holiday for temporary est 2%	<u>83.1</u>	
	426.3	<u>3,406.7</u>
Costs incurred through 12/31	3,833.0	
Projected Costs		
Continuation of 9%	343.2	3,406.7
Additional 9% January 1, 1976		
(692.8)(9%)(6 months)	374.1	-
(6876.5)(9%)(6 months)	-	3,713.3
Payment of Holiday Pay 2%	<u>99.3</u>	-
Additional Cost of Items Now		
Being Paid	816.6	7,120.0
Est. of 14% Increase in CPI for		
Anchorage		
(692.8)(5%)(6) + (692.8)(1.09)(5%)(6)	434.3	-
(6876.5)(5%)(6) + (6876.5)(1.09)(5%)(6)	-	4,311.6
Total Estimate of Item to be Paid	<u>1,250.9</u>	<u>11,431.6</u>
	12,682.5	
Total Cost of Contract	16,515.5	
Appropriation	<u>13,196.4</u>	
Unfunded	3,319.1	

ARTICLE	TITLE	PAGE
	PREAMBLE	
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3	NONDISCRIMINATION	2
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PREAMBLE

The Articles contained herein constitute an Agreement between the State of Alaska, hereinafter referred to as the Employer, and the Confidential Employees' Association, hereinafter referred to as CEA.

WITNESSETH THAT

Whereas, the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, relating to employees of the Employer represented by the CEA as defined in Article II of this Agreement and to the salaries, wages, hours and other terms and conditions of employment of such employees and the parties desire to reduce the Agreement to writing. Now therefore, in consideration of the mutual promises hereinafter set forth the parties hereto agree as follows:

ARTICLE 1

POLICY AND PURPOSE

The purpose of the Employer and the CEA in entering into this Agreement is to set forth their Agreement on salaries, wages, hours of work, and other terms and conditions of employment so as to promote orderly and peaceful relations with the employees, to achieve the highest level of employee performance consistent with safety, good health, and sustained effort in the best interest of the State.

ARTICLE 2

RECOGNITION

The Employer recognizes the CEA as the exclusive representative of all permanent, probationary, provisional and temporary employees in the Confidential Bargaining Unit and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating salaries, wages, hours and other terms and conditions of employment.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any dispute by an employee or CEA of alleged violation by the Employer of this Agreement.

The Employer may hire temporary employees for positions similar in duties and requirements to positions in the bargaining unit. A temporary employee can be employed for nine (9) months or less in any twelve (12) month period. A temporary employee is not entitled to personal leave, holidays, health and accident insurance, retirement benefits or unit-voting privileges.

ARTICLE 3

NONDISCRIMINATION

I. The Employer will not interfere with, restrain or coerce employees because of membership or lawful activity in the CEA, nor for the purpose of discouraging membership in the CEA will it discriminate in respect to hire, tenure of employment or any term or condition of employment.

II. CEA agrees that there shall be no discrimination against any employee or CEA member because of race, religion, color, national origin, age, sex, handicap or political affiliation.

ARTICLE 4

CEA SECURITY

I. MEMBERSHIP: Employees covered under this Agreement will not be required to become a member of CEA as a condition of their employment, and there shall be no discrimination against an employee because of his membership or nonmembership in CEA. Employees may or may not join CEA at their discretion.

II. NEGOTIATIONS: The Employer will not negotiate or handle grievances with any employee organization other than CEA with reference to terms and conditions of employment of employees in the Confidential Unit. When individuals or organizations other than CEA request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to CEA.

III. AGENCY SHOP: All employees shall, as a condition of continued employment, either become a member of CEA and pay CEA dues or pay an agency fee to CEA equal to the amount of CEA dues assessed against all CEA members. Payment of CEA dues or agency fees shall commence within thirty (30) days after the effective date of this Agreement or within thirty (30) days after the date of hire, whichever is later.

IV. CHECKOFF AND DEDUCTIONS: Employees who desire to have dues or fees deducted from their pay and have those funds paid to CEA shall authorize such payroll deductions by executing a check on a form supplied by CEA. The President of CEA shall notify the Director of Personnel in writing of any decrease or increase in authorized dues or fees deductions. The Employer shall then make appropriate changes in payroll deductions without further notice. The Employer shall remit the employee authorized deductions to the Treasurer of CEA by the thirtieth (30th) of the month following issuance of the payroll warrant, together with a list of the names of the employees from whose pay the deductions were made.

V. LISTS: The Employer shall furnish to CEA a list of employees and their addresses covered under the Agreement twice yearly at no cost to CEA. The Employer shall furnish to CEA lists of employees and their addresses at other reasonable times on request from CEA. CEA will pay the costs of such additional lists. CEA shall receive, without charge, a monthly computer printout which lists the names of employees and which indicates whether or not an employee has a payroll deduction for dues or fees.

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

VII. REPRESENTATIVES: CEA shall be allowed one (1) representative for every twenty-five (25) permanent or probation employees or fraction thereof.

The CEA shall inform the Director of Personnel in writing of the names of its representatives who are accredited to represent it. The representative shall be permitted reasonable time to present grievances on the Employer's premises without loss of time or pay during their regular working hours.

ARTICLE 5

CONCLUSION OF COLLECTIVE BARGAINING

It is understood that this Agreement contains the agreement of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. However, nothing contained herein shall be interpreted as precluding the right of the parties by mutual agreement to negotiate on matters which develop after entering into this Agreement.

Any additions, deletions, or changes which are negotiated during the life of this Agreement shall be in the form of an addendum or memorandum of understanding and shall become a part of this Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

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

I. recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the methods of such actions;

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

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

IV. establish reasonable work rules; assign the hours of work and assign employees to shifts of its designation. All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated or modified by this Agreement are recognized by CEA as being retained by the Employer.

ARTICLE 7

SUPERSEDING EFFECT OF THIS AGREEMENT

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

ARTICLE 8

WORKING RULES

I. The normal work week shall consist of thirty-seven and one-half (37.5) hours, Monday through Friday, with due allowance for authorized holidays and leaves of absences with pay.

II. The parties agree to continue the Fair Labor Standards Act guidelines for determination of overtime eligibility of classified employees in the bargaining unit. With reference to the employees not covered under the Fair Labor Standards Act the Employer agrees to comply with rules promulgated under Personnel Rule 7.052. The Employer agrees that employees covered under the Fair Labor Standards Act shall be paid overtime for all work in excess of seven and one-half (7.5) hours in any one day, and thirty-seven and one-half (37.5) hours in any one week Sunday midnight through Sunday midnight, at the rate of one and one-half (1.5) times the hourly base salary.

III. A lunch period of not less than thirty (30) minutes or more than one (1) hours shall be allowed, at the discretion of management approximately midway of each shift.

IV. All employees shall be allowed one (1) relief break of fifteen (15) minutes in duration during the first (1st) half of a shift and of fifteen (15) minutes in duration during the second (2nd) half of the shift.

V. All hours worked on a holiday shall be considered as overtime hours. Employees eligible for overtime compensation in accordance with Section II above shall be compensated at the rate of one and one-half (1.5) times the hourly base salary in addition to the applicable base salary for that holiday. Holidays recognized are:

- A. The first of January - New Years Day
- B. The 12th of February - Lincoln's Birthday
- C. The third Monday in February - Washington's Birthday
- D. The last Monday in March - Seward's Day

- E. The last Monday in May - Memorial Day
- F. The Fourth of July - Independence Day
- G. The first Monday in September - Labor Day
- H. The 18th of October - Alaska Day
- I. The 11th of November - Veterans Day
- J. The fourth Thursday in November - Thanksgiving Day
- K. The 25th of December - Christmas Day
- L. Every day designated by law, public proclamation by the President of the United States or the Governor of the State as a legal holiday.

If a recognized holiday falls on Sunday then the following Monday shall be a holiday and if the recognized holiday falls on Saturday then the preceding Friday shall be a holiday.

VI. Compensable overtime shall be distributed as equally as is practical among employees in the same general classification within each department. A record of actual compensated overtime hours worked by the employee will be maintained and made available for reasonable inspection by appropriate CEA representatives with prior approval of the employee.

VII. Employees who regularly work a swing shift beginning between 12:00 noon and 7:59 p.m. are entitled to a one-step increase over their normal pay. Employees who regularly work a graveyard shift beginning between 8:00 p.m. and 3:59 a.m. are entitled to a two-step increase over their normal pay.

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

IX. When employees are ordered to remain home, or periodically report their whereabouts and be available for immediate recall, their names shall be placed on a standby roster. An amount equal to ten (10) percent of seven and one-half (7.5) times the employee's hourly base salary will be paid to an employee who is assigned to a standby roster for each calendar day or portion of a calendar day of such assignment. The daily rate of compensation shall include geographic and shift pay as may be appropriate.

X. An employee required to work a double shift shall not be required to work in excess of sixteen (16) hours within one twenty-four (24) hour period except in an emergency which has been caused by events beyond the control of the Employer.

ARTICLE 9

PERSONAL LEAVE

It is understood that from and after the date of the signing of this Agreement personal leave shall be earned and used in lieu of all sick and annual leave except as specified in this Article. Employees who, as of the day prior to the signing of this Agreement have annual leave earnings credited to their State annual leave accounts shall, coincidental with the signing of this Agreement, have the annual leave balances transferred to their personal leave account.

I. **RATE OF ACCRUAL:** An employee who has permanent and/or probationary status shall accrue personal leave as follows:

A. Two (2) working days for each full monthly pay period if the employee has less than two (2) years of service.

B. Two and one-quarter (2 1/4) working days for each full monthly pay period if the employee has more than two (2) but less than five (5) years of service.

C. Two and one-half (2 1/2) working days for each full monthly pay period if the employee has more than five (5) but less than ten (10) years of service.

D. Three (3) working days for each full monthly pay period if the employee has more than ten (10) years of service.

In determining years of service for the purpose of computing personal leave, all service with the Territory and State of Alaska is included.

II. **CHANGES OF ACCRUAL RATE:** All accrual rate changes shall become effective the first day of the pay period following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

III. **SICK LEAVE BANK:** Employees who, as of the day preceding this Agreement have sick leave earnings credited to their State sick leave accounts, shall, coincidental with the signing of this Agreement have such earnings transferred to a sick leave bank.

A. From the date of signing of this Agreement until December 31, 1975, the employee may draw upon a maximum of fifteen (15) days or the balance

in the sick leave account on date of signing, whichever is less. Such leave is to be used consistent with the Personnel Rules governing the use of sick leave. Any unused portion of the fifteen (15) days or lesser amount shall be returned to the sick leave bank.

B. There will be no further additions to the sick leave bank and the balance can be authorized for use only for those purposes consistent with Personnel Rules regarding the use of sick leave and only after the personal leave balance has been exhausted.

IV. UTILIZATION AND DISPOSAL: Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used. Personal leave requests require the prior approval of the supervisor except in the case of illness or injury to the employee. Employee requests shall be given full consideration and to the extent practicable approved. However, the parties agree that the final decision with regard to approval or disapproval of any request will be based on the supervisor's evaluation of the needs of the job. In an absence due to illness or injury, the supervisor may require a physician's certificate.

Personal leave accrued but not used shall accumulate until separation, however, at least five (5) days of personal leave must be used each full calendar year.

If the employee is denied the use of these five (5) days, or a portion thereof, the employee shall be entitled to payment for the unused portion. This payment shall be at the rate of one and one-half (1.5) times his hourly rate and shall be included in the first (1st) regular monthly pay following the close of the calendar year in which the denial occurred. The period of time for which payment is made will be deducted from the personal leave balance. It is understood that should the employee take no action to schedule the five (5) days leave the State may direct that he take personal leave at any time to satisfy the five-day requirement.

V. SEPARATION: An employee shall receive a lump-sum payment upon separation from State service. The lump-sum payment shall equal the compensation that the employee would have received if he had remained in the service until the expiration of the period of unused personal leave. The sick leave bank balance shall be automatically cancelled without pay.

VI. MOVEMENT FROM THE UNIT: If an employee transfers to a position outside the bargaining unit without break in service, he shall be credited with up to sixty (60) days annual leave in his new position by virtue of transfer of personal leave earnings. Any personal leave remaining after the transfer of sixty (60) days to annual leave shall be transferred along with any banked sick leave into the sick leave account in the new position.

ARTICLE 10

TIME OFF TO VOTE

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

ARTICLE 11

DEMOTIONS, SUSPENSIONS AND DISMISSALS

I. Demotions, suspensions of more than three (3) days and dismissals shall conform to applicable law and rules, provided that the Employer shall normally furnish CEA and the employee with written notice thereof prior to taking any such action.

II. Employees shall not directly or indirectly exploit their connection with the Employer through any outside business activities. No employee shall disclose any confidential information pertaining to the Employer's business. Violation of this section shall be deemed sufficient cause for immediate disciplinary action.

ARTICLE 12

TRANSFERS, PROMOTIONS AND DEMOTIONS

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

II. An employee who has served one-half (1/2) or more of the time required to be considered for his next merit increase step shall, upon promotion to a position in a higher salary range, have his new salary fixed at step A of the higher range or such other step as will provide an increase of two steps, whichever is greater.

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

IV. Vacancies within the unit shall be filled by promotions from within whenever practicable and in the best interest of the State and shall be by competitive examination. In considering promotions, employee qualifications, performance record, length of service, and conduct shall be evaluated.

ARTICLE 13

SETTLEMENT OF DISPUTES

There shall be no strikes, lockouts, or stoppages of work during the term of this Agreement, it being the intent of the Employer and the CEA that all disputes be settled in accordance with the provisions of this Agreement.

In handling a grievance or dispute, an employee may individually or with his representative present the grievance or dispute to the employee's supervisor. The supervisor shall give an answer within twenty-four (24) hours of presentation.

In the event the employee's grievance or dispute is not settled by the above procedure or a controversy or dispute arises out of the interpretation of the Agreement a conference shall be arranged between the CEA and the Employer, each to appoint one (1) representative with full authority to settle such grievance, controversy or dispute.

In the event such representatives cannot agree within five (5) days the controversy or dispute shall be referred to a Board of Arbitration to be composed of three (3) members: one member to be designated by the Commissioner of the Department of Administration; one member to be designated by the CEA; and the third member (not affiliated with the CEA and not employed by the State of Alaska) to be selected by the first two (2) members. In the event that the first two (2) members cannot agree on a third within a period of seven (7) days they shall then jointly petition the United States Federal Mediation and Conciliation Service and request that a panel of five (5) qualified arbitrators be designated from which the third member shall be selected by alternately striking names from the panel; the party demanding arbitration shall strike the first name.

The award of the Board which shall be made within thirty (30) days shall be final and conclusive and binding upon the Employer and the CEA.

The Board shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this Agreement.

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.

It is agreed that the above procedure shall be the sole method of settling disputes, differences or controversies arising between CEA or an employee and the Employer.

ARTICLE 14

CLASSIFICATION AND WAGES

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

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	(LONGEVITY INCREMENTS OF FINAL STEP)			
						J 737	K 765	L 795	M 825
			737	760	784	813	843	875	908
	737	760	784	808	834	865	898	931	966
760	784	808	834	860	888	921	956	991	1029
808	834	860	888	916	945	981	1017	1056	1095
860	888	916	945	977	1008	1045	1085	1125	1168
916	945	977	1008	1041	1075	1116	1158	1201	1246
977	1008	1041	1075	1116	1158	1201	1246	1293	1342
1041	1075	1116	1158	1201	1246	1293	1342	1392	1445
1116	1158	1201	1246	1293	1342	1392	1445	1499	1555
1201	1246	1293	1342	1392	1445	1499	1555	1613	1673
1293	1342	1392	1445	1499	1555	1613	1673	1736	1801
1392	1445	1499	1555	1613	1673	1736	1801	1869	1939
1499	1555	1613	1673	1736	1801	1869	1939	2011	2087
1613	1673	1736	1801	1869	1939	2011	2087	2165	2246
1736	1801	1869	1939	2011	2087	2165	2246	2331	2418
1869	1939	2011	2087	2165	2246	2331	2418	2508	2603
2011	2087	2165	2246	2331	2418	2508	2603	2700	2802
2165	2246	2331	2418	2508	2603	2700	2802	2907	3016
2331	2418	2508	2603	2700	2802	2907	3016	3128	3246
2508	2603	2700	2802	2907	3016	3128	3246	3368	3494
2603	2700	2802	2907	3016	3128	3246	3368	3494	3625
2700	2802	2907	3016	3128	3246	3368	3494	3625	3761
2802	2907	3016	3128	3246		3368	3494	3625	3761

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

CONSUMER PRICE INDEX TABLE

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

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

ARTICLE 16

TRAVEL AND PER DIEM

II. PAY STEP DIFFERENTIALS BY GEOGRAPHIC AREAS: The following pay step differentials are approved as an amendment to the basic pay plan provided for in this Article.

I. BASIC PER DIEM:

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

Per Diem Allowances
For Employees Who Obtain Overnight Lodging

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

The Election districts used are those designed 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.

Representative Names	House Election District	Steps Above Basic Pay Plan
Kan-Prince of Wales	1.....	0
Ill-Petersburg	2.....	1
	3.....	1
	4.....	0
rait-Lynn Canal	5.....	2
va-Valdez	6.....	4
-Wasilla	7.....	1
age	8.....	0
	9.....	2
Cook Inlet	10.....	2
	11.....	2
an Islands	12.....	7
l Bay	13.....	7
	14.....	8
Kuskokwim	15.....	9
nks	16a (South of Arctic Circle).....	3
ukon	16b (North of Arctic Circle).....	9
-Kobuk	17.....	9
	18.....	7
ampton	19.....	8
c 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.

ARTICLE 15

INSURANCE

The parties agree that all insurance programs now provided by the State for all employees will continue in effect.

It is further agreed that any additional insurance programs developed for all employees during the term of this contract will be provided to the Confidential Employees Association as part of this Agreement.

II. NONCOMMERCIAL RATES: Noncommercial rates lower than those amounts set forth in Section I may be established in accordance with the May 1970, provisions of Section 7640.3 of the "State Administrative Manual".

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

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

<u>Time</u>	<u>Meal</u>	<u>Allowance</u>
Midnight to 10:00 A.M.	Breakfast	\$2.50
10:00 A.M. to 3:00 P.M.	Lunch	\$3.50
3:00 P.M. to Midnight	Dinner	\$6.00

V. REIMBURSABLE TRAVEL EXPENSES: Whenever an employee is required to change his place of residence because of a change of 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 (16) cents per mile for driving each family-owned car which-over 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.

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

VII. PRIVATELY OWNED AUTOS: Under Section 7622 of the "State Administrative Manual" employees shall be reimbursed at the rate of sixteen (16) cents per mile.

ARTICLE 17

LEAVE FOR NEGOTIATIONS

A maximum of six (6) employees who are chosen or elected to represent employees covered under this Agreement will be considered in work status, during normal working hours, for each day of travel to and from the place of bargaining and for each day spent in the bargaining process.

ARTICLE 18

PRINTING OF AGREEMENT

The Employer agrees to print and distribute copies of this Agreement at its own expense. Each employee covered under this Agreement shall receive one (1) copy and CEA Headquarters shall receive ten (10) copies.

ARTICLE 19

PERSONNEL FILES

An employee will have access to his personnel file or files. Before any notation derogatory to any employee is placed in his files the employee will be given a written statement of the notation. Secret files will not be kept on any employee.

ARTICLE 20

SAFETY EQUIPMENT

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

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

ARTICLE 21

PARKING

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

ARTICLE 22

RETIREMENT

The Employer agrees that the retirement benefit formula shall be two (2) percent for all service rendered. These benefits shall be accorded to all employees already in retirement status, who would have been classified as confidential employees, and to all other members upon retirement. As to those employees already retired, the two (2) percent formula benefits shall commence on 1 July, 1974. Employee contributions shall not be increased.

ARTICLE 23

OUTSIDE CONTRACTING

It is the policy of the Employer that the services of an outside contractor will not be utilized in any of the positions covered by this Agreement;

In no event shall employees be laid off and have their work performed by an outside contractor.

This policy shall not affect the right of the Employer to continue arrangements currently in effect.

ARTICLE 24

SAVINGS CLAUSE

I. 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.

II. 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.

III. MERIT PRINCIPLES: The parties agree that it is their mutual intent to strengthen the merit principles in the bargaining unit and shall use all due diligence to maintain merit principles among the employees of the unit.

ARTICLE 25

TRAINING

The Employer and CEA agree that training programs shall be instituted to help all employees acquire the knowledge, skills and attitudes needed to perform the work most effectively to the end that there is increased efficiency, economy and capability for advancement.

Management Days: There shall be set aside two (2) days each year, to be selected by the Employer within the normal work week, for all unit members to meet for the purpose of management training and fostering of improved management principles in the State System.

The agenda and content of such meetings shall be developed by the Employer and shall exclude CEA business.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall become effective upon the date it has been signed by both parties and shall remain in effect until December 31, 1975. It shall be renewed from year to year unless either party gives written notice forty (40) to forty-five (45) days prior to December 31, 1975, or any year thereafter of its desire to amend or modify this Agreement.

By December 1, 1974, the parties shall re-open negotiations relating to salaries, wages and fringe benefits.

Signed this 16th day of October, 1974

at Juneau, Alaska

For the State of Alaska:

Michael Stine
Governor Wilson

For the Confidential Employees Association:

Tom Adams
Ray Allen
Betty Engman

Letter of Understanding No. 1

between

State of Alaska

and

Confidential Employees Association

It is mutually agreed by the Employer and the Association relative to Article 14, Classification & Wages, that as soon as practicable:

1. The State of Alaska will engage an independent consultant to conduct a study of all classification pay rates and individual positions within the bargaining unit represented by CEA. Such consultant will present a report of their recommendations to the Employer and the Negotiating Committee of CEA with findings to be binding on both parties. It is understood that any modifications of the recommendations of the consultant shall be made only through mutual consent of the Employer and the negotiating team of CEA.
2. The Employer shall select the consultant after consultation with CEA, to perform the study and report. A meeting will be scheduled with the Employer, consultant and members of the CEA Negotiating Committee for the purpose of discussion relative to the factors to be considered during the process of such study to provide the opportunity for the CEA Negotiating Committee to present their recommendations.
3. Should the job classifications expressly excluded by the Labor Relations Agency relative to the formation of the bargaining unit be considered for inclusion in the existing unit during the life of this Agreement, a study of such jobs would be conducted at the time of inclusion in the unit.

Any classification actions or salary range changes resulting from the findings of this classification study shall be effective July 16, 1974. In cases of reclassification downward Personnel Rule 9 02.152 shall apply.

This Letter of Understanding is effective the date of signing.

For the State of Alaska:

For the Confidential Employees Association:

[Signature]

[Signature]

Signed this 16 day of October, 1974, at Juneau, Alaska.

SOUTHEAST AGREEMENT

Between

STATE OF ALASKA
DEPARTMENT OF PUBLIC WORKS
Operating
ALASKA STATE FERRIES

And

INLANDBOATMEN'S UNION OF THE PACIFIC

Rule 1 - Scope

1.01 The rules contained herein constitute an agreement between the STATE OF ALASKA, hereinafter referred to as the Employer, and the INLANDBOATMEN'S UNION OF THE PACIFIC, representing the deck, stewards department, pursers and engine room personnel hereinafter referred to as the Union, governing wages, hours and the conditions of employment on the ferries operated by the State of Alaska.

1.02 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 respects 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. 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 employee, proper and reasonable notice shall be given to the Union.