

LEG. FINANCE - BILLS 1977 - 1978 933

SB 220 cont. thru CSSB 232

1 area may be organized as a coastal resource service area.

2 (b) The commissioner of the Department of Community and Regional
3 Affairs may, after public hearings held in the area affected, consoli-
4 date two or more regional educational attendance areas as a single
5 coastal resource service area

6 (1) if a substantial portion of the coastal area contains
7 land and water area owned by the federal government over which it exer-
8 cises exclusive jurisdiction or land held in trust by the federal govern-
9 ment for Alaska Natives over which the state would not exercise control
10 as to use; or

1 (2) if, after giving due consideration to the standards
2 applicable to incorporation of borough governments and the likelihood
3 that a borough will be incorporated within the area, the commissioner
4 determines that the functions to be performed under this chapter could
5 be undertaken more efficiently through the combination of two or more
6 regional educational attendance areas as a single coastal resource ser-
7 vice area.

(c) A determination under (b) of this section shall be made before
organization of the coastal resource service area and no later than six
months from the effective date of this Act.

Sec. 46.35.130. ORGANIZATION OF SERVICE AREA. (a) Organization
of a coastal resource service area may be initiated by

(1) submission to the council of a petition signed by a
number of registered voters equal to 15 per cent of the number of votes
cast within the coastal resource service area at the last state general
election;

(2) submission to the council of a resolution approved by the
city council or traditional governing body of not less than 25 per cent
of the number of cities and villages within the coastal resource service

1 area; or

2 (3) at the direction of a majority of the members of the
3 council in the manner set out in sec. 160 of this chapter.

4 (b) Acting at the request of the council, the lieutenant governor,
5 not less than 60 nor more than 90 days after receipt of a proper peti-
6 tion under (a)(1) of this section, a proper resolution under (a)(2) of
7 this section, or at the direction of the council under (a)(3) of this
8 section, shall conduct an election on the question of organization of a
9 coastal resource service area.

10 Sec. 46.35.140. COASTAL AREA BOARDS. (a) Each coastal resource
11 service area, upon organization, shall have an elected board represent-
12 ing the population of the service area. The board shall have the powers
13 and duties and perform the functions prescribed for or required of
14 coastal resource districts.

15 (1) A coastal area board shall contain seven members. Board
16 members shall be elected at large by the qualified voters of the coastal
17 resource service area.

18 (c) The commissioner of the Department of Community and Regional
19 Affairs, after consultation with residents of a coastal resource service
20 area, may divide a service area into sections only for the purpose of
21 nominating and electing board members. Division of a service area into
22 sections for the purpose of nomination and election shall be in accor-
23 dance with the provisions of AS 14.08.051(a). Division may be proposed
24 in the petition submitted under sec. 130(a)(1) of this chapter, in the
25 resolution submitted under sec. 130(a)(2) of this chapter, at the direc-
26 tion of the council under sec. 130(a)(3) of this chapter, or may be
27 proposed at any time by the members of the coastal area board. If
28 proposed by the board, the division of the service area into sections is
29 subject to approval of a majority of the qualified voters voting on the

1 question in the coastal resource service area at the next regular elec-
2 tion or at a special election called for that purpose and, if approved,
3 takes effect at the next regular election of members of the coastal area
4 board.

5 (d) The term of office of a member of a coastal area board is
6 three years, except that the terms of the members of the first board
7 elected after organization of a coastal resource service area shall be
8 determined by lot, with two members serving one-year terms, two members
9 serving two-year terms, and three members serving three-year terms.
10 Members serve until their successors are elected and have qualified.
11 Nothing in this section prohibits the reelection of a board member.

12 (e) The lieutenant governor shall provide for the election of the
13 members of coastal area boards. The first election of board members
14 shall occur not less than 60 nor more than 90 days after certification
15 of the results of an organization election under sec. 130(b) of this
16 chapter in which a majority of votes cast favors organization of the
17 service area.

18 (f) Except for the first election of members of coastal area
19 boards, elections shall be held annually on the date of election of
20 members of regional educational attendance area boards under AS 14.08.-
21 071(b).

22 (g) A vacancy on a coastal area board shall be filled by appoint-
23 ment as provided in AS 14.08.041(a) for vacancies in the membership of
24 regional educational attendance area boards.

25 (h) Members of coastal area boards are subject to recall on the
26 same grounds and in the same manner as provided for recall of municipal
27 officials in AS 29.28.130 - 29.28.250. The lieutenant governor functions
28 in place of the assembly or council and municipal clerk for receipt and
29 review of recall petitions and the conduct of recall elections.

1 Sec. 46.35.150. ELECTIONS IN SERVICE AREAS. Organization elec-
2 tions under sec. 130 of this chapter and other elections, including
3 recall elections conducted under sec. 140 of this chapter, shall be
4 administered by the lieutenant governor in the general manner provided
5 in the Alaska Election Code (AS 15.05 - 15.60). In addition, the
6 lieutenant governor may adopt regulations necessary to the conduct of
7 coastal area board elections. The state shall pay all election costs.

8 Sec. 46.35.160. ORGANIZATION AT THE DIRECTION OF THE COUNCIL. (a)
9 Whenever it appears that major economic development activity will occur
10 in a coastal resource service area or in waters adjacent to a coastal
11 resource service area which has not been organized, the council may
12 direct the lieutenant governor to submit to the voters of the service
13 area the question of organization. The council may require an election
14 on the question only after holding at least one public hearing within
15 the area proposed for organization.

16 (b) For purposes of this section, "major economic development
17 activity" includes a call for nomination by the secretary of the United
18 States Department of the Interior for leasing of tracts within petroleum
19 basins in waters of the outer continental shelf adjacent to the coastal
20 resource service area or any other significant industrial or commercial
21 activity which, in the opinion of the council, would commit the re-
22 sources of the coastal area to a use of direct and significant impact
23 upon the coastal waters of the state.

24 Sec. 46.35.170. PREPARATION OF DISTRICT COASTAL MANAGEMENT PROGRAM
25 BY THE DEPARTMENT OF COMMUNITY AND REGIONAL AFFAIRS. (a) If residents
26 of a coastal resource service area reject organization of the service
27 area at an election called for the purpose and the council finds, after
28 public hearing, that major economic development activity has occurred or
29 will occur within the service area, the council may direct the Department

1 of Community and Regional Affairs to prepare and recommend for consid-
2 eration by the council and for submission to the legislature a district
3 coastal management program for the service area.

4 (b) At the request of the council, the Department of Community and
5 Regional Affairs shall complete the district coastal management program
6 in accordance with this chapter and the guidelines and standards adopted
7 by the council for a coastal resource service area which has been organ-
8 ized but which has failed to make substantial progress in the preparation
9 of an approvable district coastal management program within 18 months of
10 certification of the results of an organization election or which has
11 not submitted for approval to the council a program within 30 months of
12 certification of the results of its organization election. Preparation
13 of the program shall be conducted in consultation with the coastal
14 resource service area and shall, to the maximum extent consistent with
15 this chapter, reflect the expressed concerns of the residents of the
16 service area.

17 (c) Before requesting the department to complete the district
18 coastal management program under (b) of this section, the council shall
19 meet with the members of the coastal area board to determine whether the
20 coastal area board is able to complete a district coastal management
21 program within the time limitations established in this section.

22 Sec. 46.35.180. APPROVAL OF PROGRAMS IN COASTAL RESOURCE SERVICE
23 AREAS. (a) Before adoption by a coastal area board, or by the Depart-
24 ment of Community and Regional Affairs under sec. 170 of this chapter, a
25 district coastal management program shall be submitted for review to
26 each city or village within the coastal resource service area. The
27 council of a city and residents of a village shall consider the program
28 submitted for review. Within 60 days of submission, the council of a
29 city or residents of a village shall either approve the program or enter

1 objections to all or any portion of the program.

2 (b) If a city or village within a coastal resource service area
3 fails to approve a portion of the coastal district management program
4 prepared and submitted for approval under (a) of this section, the
5 governing body shall advise the coastal area board or the department, as
6 applicable, of its objections to the proposed program and suggest
7 alternative elements or components for inclusion in the district coastal
8 management program. New matter submitted by a city or village which is
9 substantially consistent with the guidelines and standards adopted by
10 the council shall be accepted and the district coastal management program
11 modified accordingly. If a city or village fails to provide objections
12 and suggested alternatives within the time limits established in this
13 section, the coastal area board or the department, as applicable, may
14 adopt the district coastal management program as initially offered.

15 (c) Objection by a city council under (b) of this section is
16 limited to objection to elements of the program affecting resources or
17 the use of resources within the corporate limits of the city. Objection
18 by a village under (b) of this section is limited to objection to
19 elements of the program affecting resources or the use of resources
20 within the village or within two miles of the village.

21 (d) For purposes of this section, "village" means an unincorpor-
22 ated community where at least 25 persons reside as a social unit as
23 determined by the Department of Community and Regional Affairs.

24 ARTICLE 3. GENERAL PROVISIONS.

25 Sec. 46.35.190. COOPERATIVE ADMINISTRATION. (a) A city within
26 the coastal area which is not part of an adjacent coastal resource
27 service area may include itself for purposes of this chapter within an
28 adjacent coastal resource service area if its governing body, by resolu-
29 tion adopted by a majority of its membership, consents to the inclusion

1 of the city and a copy of the resolution is filed with the commissioner
2 of the Department of Community and Regional Affairs.

3 (b) Nothing in this chapter restricts or prohibits cooperative or
4 joint administration of functions between a municipality and a coastal
5 resource service area organized under the provisions of this chapter
6 upon initiation of a mutual agreement for the purpose.

7 Sec. 46.35.200. STATE AGENCIES. Upon the adoption of the Alaska
8 coastal management program, state departments, boards and commissions
9 shall review their statutory authority, administrative regulations, and
10 applicable procedures pertaining to land and water uses within the
11 coastal area for the purpose of determining whether there are any defi-
12 ciencies or inconsistencies which prohibit compliance with the program
13 adopted. State agencies shall, within six months of the effective date
14 of the Alaska coastal management program, take whatever action is
15 necessary to facilitate full compliance with an implementation of the
16 program, including preparation and submission of recommendations to the
17 council for additional or amended legislation.

18 Sec. 46.35.210. DEFINITIONS. In this chapter, unless the context
19 otherwise requires,

20 (1) "area which merits special attention" means a delineated
21 geographic area within the coastal area which is sensitive to change or
22 alteration and which, because of plans or commitments or because a claim
23 on the resources within the area delineated would preclude subsequent
24 use of the resources to a conflicting or incompatible use, warrants
25 special management attention, or which, because of its value to the
26 general public, should be identified for current or future planning,
27 protection, or acquisition; these areas, subject to council definition
28 of criteria for their identification, include:

29 (A) areas of unique, scarce, fragile or vulnerable

1 natural habitat, cultural value, historical significance, or scenic
2 importance;

3 (B) areas of high natural productivity or essential
4 habitat for living resources;

5 (C) areas of substantial recreational value or oppor-
6 tunity;

7 (D) areas where development of facilities is dependent
8 upon the utilization of, or access to, coastal waters;

9 (E) areas of unique geologic or topographic significance
10 which are susceptible to industrial or commercial development;

11 (F) areas of significant hazard due to storms, slides,
12 floods, erosion or settlement; and

13 (G) areas needed to protect, maintain, or replenish
14 coastal land or resources, including coastal flood plains, aquifer
15 recharge areas, beaches and offshore sand deposits;

16 (2) "coastal resource district" means each of the following
17 which contains a portion of the coastal area of the state:

18 (A) unified municipalities established under AS 29.08.-
19 240 - 29.08.440;

20 (B) organized boroughs of any class which exercise
21 planning and zoning authority;

22 (C) home rule and first class cities of the unorganized
23 borough or within boroughs which do not exercise planning and
24 zoning authority;

25 (D) second class cities of the unorganized borough, or
26 within boroughs which do not exercise planning and zoning author-
27 ity, which have established a planning commission, and which, in
28 the opinion of the commissioner of the Department of Community and
29 Regional Affairs, have the capability of preparing and implementing

1 a comprehensive district coastal management program under sec. 30
2 of this chapter;

3 (E) coastal resource service areas established and
4 organized under AS 29.03.020 and secs. 110 - 180 of this chapter;

5 (3) "council" means the Alaska Coastal Policy Council;

6 (4) "department" means the Department of Community and
7 Regional Affairs;

8 (5) "use of direct and significant impact" means a use, or an
9 activity associated with the use, which proximately contributes to a
10 material change or alteration in the natural or social characteristics
11 of a part of the state's coastal area and in which

12 (A) the use, or activity associated with it, would have
13 a net adverse effect on the quality of the resources of the coastal
14 area;

15 (B) the use, or activity associated with it, would limit
16 the range of alternative uses of the resources of the coastal area;
17 or

18 (C) the use would, of itself, constitute a tolerable
19 change or alteration of the resources within the coastal area but
20 which, cumulatively, would have an adverse effect;

21 (6) "uses of state concern" means those land and water uses
22 which would significantly affect the long-term public interest; these
23 uses, subject to council definition of their extent, include:

24 (A) uses of national interest, including the use of
25 resources for the siting of ports and major facilities which con-
26 tribute to meeting national energy needs, construction and mainte-
27 nance of navigational facilities and systems, resource development
28 of federal land, and national defense and related security facili-
29 ties that are dependent upon coastal locations;

1 (B) uses of more than local concern, including those
2 land and water uses which confer significant environmental, social,
3 cultural, or economic benefits or burdens beyond a single coastal
4 resource district;

5 (C) the siting of major energy facilities or large-scale
6 industrial or commercial development activities which are dependent
7 on a coastal location and which, because of their magnitude or the
8 magnitude of their effect on the economy of the state or the sur-
9 rounding area, are reasonably likely to present issues of more than
10 local significance;

11 (D) facilities serving statewide or interregional trans-
12 portation and communication needs; and

13 (E) uses in areas established as state parks or recrea-
14 tional areas under AS 41.20 or as state game refuges, game sanctu-
15 aries or critical habitat areas under AS 16.20.

16 * Sec. 5. AS 44.47 is amended by adding a new section to read:

17 Sec. 44.47.095. PLANNING ASSISTANCE FOR DEVELOPMENT AND MAINTENANCE
18 OF DISTRICT COASTAL MANAGEMENT PROGRAMS. The department shall conduct a
19 program of research, training, and technical assistance to coastal
20 resource districts necessary for the development and implementation of
21 district coastal management programs under AS 46.35. State agencies
22 shall assist the department in carrying out the purposes of this section.

23 * Sec. 6. The Administrative Regulation Review Committee established in
24 AS 24.20.400 - 24.20.460 shall review the administrative regulations adopted
25 by the executive departments of the state government which affect the re-
26 sources and use of the resources of the state's coastal area. The committee
27 shall, not later than January 20, 1979, make formal recommendation with
28 respect to annulment of regulations adopted which in the opinion of the
29 committee, fail to implement, interpret or carry out the policies, objectives

1 and standards of the Alaska coastal management program. The recommendations
2 of the committee shall be transmitted to the first regular Session of the
3 Eleventh Alaska Legislature.

4 * Sec. 7. This Act takes effect immediately in accordance with AS 01.10.-
5 070(c).

April 12, 1977

COMMUNITY AND REGIONAL AFFAIRS COMMITTEE

COMMITTEE LETTER OF INTENT TO SB 220

The Community and Regional Affairs Committee wishes to emphasize that it is our intent to see that maximum funds derived for this program be granted to communities to assist them in establishing and maintaining their Coastal Zone Management Program, and that the state act primarily as a vehicle in relaying this money to the communities.

The fiscal note that accompanies this bill reflects that the State intends to absorb a significant amount of funding at the State program level, contrary to the intent of this Committee. The Committee, therefore, recommends that before this Act be implemented, that it be demonstrated that the communities will be the recipients of the greatest share of these funds, and that the necessity of existing utilization of Alaska Coastal Management Program funding by state agencies be re-examined with the view toward a redistribution of these funds to the Coastal Zone Management district level.

The Committee does not intend, in approving this bill, to encourage the continued planning and development of the unorganized boroughs solely at State expense. The Committee believes that the day is not too far off when areas of the unorganized borough will be expected to implement local systems of deriving revenue to help support locally controlled municipal services, such as education and planning, within their respective areas.

The Community and Regional Affairs Committee also wishes to complement the Senate Resources Committee in their diligent and competent efforts at drafting this legislation and promoting the concept that the planning of the Coastal Zone Management Program be borne by the affected municipalities and not by a state resource agency.

Joe Orsini

Senator Joe Orsini
Chairman
Senate Community and
Regional Affairs
Committee

ALASKA STATE LEGISLATURE

TENTH. Legislature FIRST... Session

SENATE BILL..... NO. 220...

By THE RULES COMMITTEE BY REQUEST OF THE JOINT ADMINISTRATION-LEGISLATIVE COMMITTEE ON COASTAL MANAGEMENT

"An Act relating to the management of the coastal resources of the state; and providing for an effective date.

coastal resources

Introduced in the Senate ... 3/7/., 19..77

HISTORY IN THE SENATE

19 77

Read first time and referred to Committee on

Resources and Finance

3 7
3 8

Community Regional Affairs

Reported back with recommendation that

4 7

4 do pass no amend. 2 no rec, to C.R.A

Read second time and

Read third time and

PASS Effective Date
Yeas Yeas
Nays Nays
Absent Absent
Excused Excused

Reconsideration

PASS Effective Date
Yeas Yeas
Nays Nays
Absent Absent
Excused Excused

Reported correctly engrossed
Signed by President
Sent to House

SECRETARY OF THE SENATE

HISTORY IN THE HOUSE

19

Read first time and referred to Committee on

Reported back with recommendation that

Read second time and

Read third time and

PASS Effective Date
Yeas Yeas
Nays Nays
Absent Absent
Excused Excused

Reconsideration

PASS Effective Date
Yeas Yeas
Nays Nays
Absent Absent
Excused Excused

Reported correctly engrossed
Signed by Speaker
Returned to Senate

CHIEF CLERK OF THE HOUSE

HISTORY IN THE SENATE

19

Received from House

Reported correctly enrolled

Sent to Governor

..... By Governor

Filed with Lt. Governor

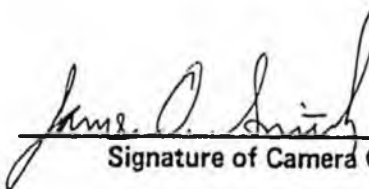
Chapter No.



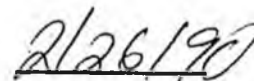
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Signature of Camera Operator



Date

ALASKA GATEWAY SCHOOL DISTRICT

P.O. Box 137
Tok, Alaska 99780

John C. Sackett
Alaska State Senator
Pouch V
Juneau, AK 99811

March 23, 1977

Dear Senator Sackett:

I would like to make a short comment concerning the Governor's school finance package, Senate Bill 225, in regards to the base allotment. In there I note that the Alaska Gateway School District is to receive 112% while Copper River is allocated 115%. I would submit that the two should be reversed in that the Alaska Gateway area is more remote and consequently the costs are higher than those at Copper River. Overall, I feel that the bill has a great deal of merit to it and it is something we quite possibly could live with. Enjoyed visiting with you when I was in Juneau recently. Keep up the good work.

Sincerely,

Carl A. Peterson

Carl A. Peterson, Superintendent
ALASKA GATEWAY SCHOOL DISTRICT
P.O. Box 226
Tok, AK 99780

CP/pc

SB 225

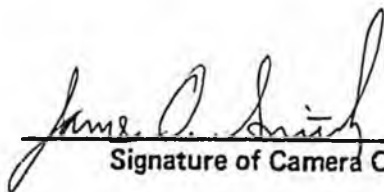
Judy
7 for
like when it
arrives -
new file - not
committee.



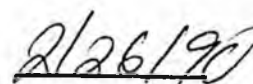
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Signature of Camera Operator



Date

COMMITTEE REPORT

4-13-77

HOUSE

April 15 1977 Date

Mr. Speaker:

The Committee on FINANCE has had SB 228

under consideration. A majority of the members of the Committee

- recommends it do pass
- recommends it do not pass
- recommends it do pass with attached amendment(s)
- recommends it be replaced with CS for _____ and that CS for _____ do pass
- (and) recommends it be referred to the _____ committee
- reports it back without recommendation
- AND attaches a report of its intent
- (other) _____

MEMBERS SIGNING THE MAJORITY REPORT:

Hansen _____

[Signature] _____

[Signature] _____

MEMBERS NOT CONCURRING IN THE MAJORITY REPORT:

[Signature] recommends: no rec

[Signature] recommends: no rec

_____ recommends: _____

[Signature]

Chairman

Introduced: 3/9/77
Referred: State Affairs and
Finance

1 IN THE SENATE
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3
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5
6 BY THE RULES COMMITTEE BY
7 REQUEST OF THE GOVERNOR

8 SENATE BILL NO. 228

9 IN THE LEGISLATURE OF THE STATE OF ALASKA

10 TENTH LEGISLATURE - FIRST SESSION

11 A BILL

12 For an Act entitled: "An Act making a supplemental appropriation to the
13 Office of the Governor, Alaska Plan Committee; and
14 providing for an effective date."

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

16 * Section 1. The sum of \$50,000 is appropriated from the general fund
17 to the Office of the Governor, Alaska Plan Committee, for general admini-
18 stration expenses for minimal operation through June 30, 1977.

19 * Sec. 2. This Act takes effect immediately in accordance with AS 01.-
20 10.070(c).

Introduced: 3/9/77
Referred: State Affairs and
Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2

SENATE BILL NO. 228

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

TENTH LEGISLATURE - FIRST SESSION

5

A BILL

6

For an Act entitled: "An Act making a supplemental appropriation to the

7

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8

providing for an effective date."

9

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13

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14

10.070(c).

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A Division of Internal Audit Report on the Alaska Plan Committee was sent to Legislative Finance, March 1, 1977, and serves as back-up information for this supplemental appropriation.

March 8, 1977

The Honorable John L. Rader
President of the Senate
Alaska State Legislature
Juneau, Alaska 99811

Dear Mr. President:

Under the authority of art. III, sec. 18 of the Alaska Constitution, and 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 my office in the amount of \$50,000 for the Alaska Plan Committee's general administration expenses for minimal operations through June 30, 1977.

Sincerely,

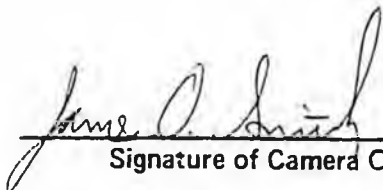
Jay S. Hammond
Governor

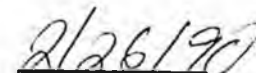


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Signature of Camera Operator


Date

COMMITTEE REPORT

SENATE

313177

April 7, 1977

Date

Mr. President:

The Committee on FINANCE has had SB 288
supplemental appropriation to Office of the Governor, Alaska Plan Committee
under consideration. A majority of the members of the Committee

- recommends it do pass
- recommends it do not pass
- recommends it do pass with attached amendment(s)
- recommends it be replaced with CS for _____ and that
CS for _____ do pass
- (and) recommends it be referred to the _____
committee
- reports it back without recommendation
- AND attaches a report of its intent
- (other) _____

MEMBERS SIGNING THE MAJORITY REPORT:

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

MEMBERS NOT CONCURRING IN THE MAJORITY REPORT:

_____ recommends: _____

_____ recommends: _____

_____ recommends: _____

[Signature]
Chairman

REPORT ON EXAMINATION OF

ALASKA PLAN POLICY BOARD, INC.

FOR THE PERIOD NOVEMBER, 1973 THROUGH DECEMBER, 1976

We have examined the Alaska Plan Policy Board, Inc., for the period November, 1973 through December, 1976. Our examination was initiated at the request of the Office of the Governor for the purpose of determining whether the Alaska Plan Policy Board, Inc. (APPB, Inc.) is achieving its stated goals and State funds granted to APPB, Inc., are properly accounted for.

We reviewed Office of the Governor files on APPB, Inc., in Juneau as well as files and accounting records at APPB, Inc., offices in Anchorage, Alaska. We performed various tests and verifications of the records in order to assess the adequacy of APPB, Inc., internal and administrative controls. We met with the APPB, Inc., Board of Directors as a whole, and also several times with individual board members to request their suggestions on topics for review. We also met with members of the U. S. Department of Labor, Office of Federal Contract Compliance and U. S. Department of Interior, Office for Equal Opportunity, to review their respective programs as they relate to APPB, Inc., activities.

BACKGROUND

The Alaska Plan is an agreement between labor unions, contractors, and minority coalitions with the objective of promoting minority employment in the construction industry in Alaska. The plan is an affirmative action program which was approved by the U. S. Department of Labor on March 31, 1972 as fulfilling the requirements of Executive Order No. 11246. The Executive Order was signed by the President on September 24, 1965 and prohibits federal contractors from discriminating in employment because of race, color, religion, national origin, or sex. The Order requires contractors to take affirmative action to ensure equal employment opportunity by actively seeking to employ and advance minority workers and women consistent with the availability. If contractors do not comply with the Order, their contracts may be cancelled and they may be debarred from further federal contract bidding. The Trans-Alaska Pipeline is within the scope of the Order since it crosses federal land. The Secretary of Labor, through the Office of Federal Contract Compliance (OFCC), is responsible for enforcing the Order. Actual monitoring of the contractors' equal employment opportunity however is assigned to certain federal executive departments or agencies, subject to the ongoing guidance and supervision of the OFCC. Monitoring contractors' on the pipeline, for example, is the responsibility of the Department of Interior, Office for Equal Opportunity - Alaska Region.

In addition to Executive Order No. 11246, the Alaska Plan is supported by Administrative Order No. 18 issued by the Governor of Alaska on November 22, 1972. This order cites AS 18.80.200(a) which prohibits discrimination in employment by all State contractors. The Order requires specific action by contractors such as an affirmative action commitment in each contract and a good faith effort to meet the commitment. State contracting departments are required to take action against contractors not in compliance through sanctions such as contract cancellation, termination, or suspension.

It is stated at Section III of the Order; "any contract containing affirmative action commitments under Executive Order 11246 is exempt from this administrative order." It is stated in Executive Order 11246: "to facilitate equal employment opportunity in the construction industry, OFCC encourages representatives of minority groups, labor and contractors to set up area-wide minority hiring plans for construction. These plans, which establish craft-wide hiring goals and timetables for each participating construction trade, can encompass a metropolitan area, a county, or larger area. After a plan is approved by OFCC, it is incorporated into federal bid conditions for the area."

The Alaska Plan has been deemed an acceptable affirmative action plan by both the State and federal government. As an acceptable plan it is exempt from imposition of mandatory minority quotas by both government compliance and enforcement agencies as long as minority employment goals of the Alaska Plan are reached or exceeded.

There is a distinct difference between the Alaska Plan or "hometown plan," and the federal affirmative action, or "Philadelphia plan." The Philadelphia plan, and others of a similar nature, are federal orders, issued and enforced by the federal government, which require federal contractors to hire certain numbers of minority employees. Generally, these numbers are spelled out in ranges of percentages, and the employer can escape penalty only by meeting the ranges or by showing good faith efforts to comply.

The hometown plan, on the other hand, is a voluntary agreement entered into by representatives of contractors, unions, and minority groups or coalitions. It is not federally enforced, but depends wholly upon voluntary and good faith efforts by the participants. Participation in the Alaska Plan suspends enforcement of Executive Order 11246 insofar as affirmative action is required. It does not, however, suspend enforcement as to specific discriminatory acts which violate any State or federal statute or regulation.

Administration of the plan is the responsibility of the APPB, Inc., which consists of nine non-salaried members. Four members represent minority coalitions such as the NAACP, two represent the unions, and two represent the contractors. The ninth member is selected by a majority vote of the above eight members.

A salaried Executive Director is responsible directly to the board and is empowered by that body to administer the Alaska Plan in an efficient and successful manner.

The primary purpose of the Plan is stated as:

. . . to increase minority group employment
in all phases of the construction industry
in the Alaska area.

Overall goals are stated in the Alaska plan in terms of the percentage of each construction union memberships consisting of minorities. The ultimate percentage goal is twenty-eight percent minority participation by December 31, 1977 in all signatory construction unions.

In order to accomplish this goal the APPB, Inc. performs specific activities as follows:

. . . develop or approve programs to further
the goals of this agreement . . . (by
. . . recruiting, counseling, training, and
orienting minority persons for employment
in the Alaska building and construction
industry).

The principal source of recruitment is through the Apprenticeship Outreach Program offices in Anchorage and Fairbanks. Other sources are local manpower centers, educational institutions, Operation Hitchhike, Alaska Skill Center, minority group association and other pertinent agencies.

FINDINGS AND RECOMMENDATIONS

The FINDINGS AND RECOMMENDATIONS section of this report are divided into parts. The first part describes deficiencies in accounting records and internal control. The second part outlines problems we observed which relate to APPB, Inc., program goals.

PART I, ACCOUNTING AND INTERNAL CONTROL

FINDING NO. 1, ACCOUNTING RECORDS

Our review of APPB, Inc., disclosed several deficiencies in existing accounting records as well as the absence of some required records as follows:

1. There is no receipts journal.
2. Disbursement journals are incomplete. Several months disbursements are not posted and the format is frequently changed from month-to-month making comparisons difficult.
3. Petty cash expenditures are charged to an account entitled "petty cash" rather than the specific expense accounts to which each petty cash expenditure applies.
4. Several expense accounts have meaningless titles such as "bank transfer," "release of IRS levy" "incorrect bank deposit" or "voided check."
5. Vendor files with documentation supporting disbursements are located at several locations throughout APPB, Inc. offices making the audit trail difficult to follow.
6. There are no monthly trial balances.
7. There is no general journal or general ledger.
8. There are no financial statements.

A bookkeeper was hired by APPB, Inc., in 1974 to establish and maintain an accounting system. Apparently, this employee was not sufficiently familiar with bookkeeping principles to perform the required duties, but nevertheless, made an effort. Since neither the board members nor the Executive Director had accounting backgrounds, this employee's lack of competence was not readily apparent.

Apparently this situation persisted until the current Executive Director was hired. The bookkeeper was terminated shortly after her performance was reviewed by the current Executive Director.

RECOMMENDATION NO. 1

Current record keeping practices at APPB, Inc., provide insufficient financial data to management. Complete accounting records are mandatory if management is to be appraised of current financial position and operating costs.

Necessary accounting services can be acquired in one of two ways. A CPA can be engaged to review the existing system and recommend changes, deletions or additions. The CPA can perform the summarizing and reporting function each month on an hourly basis or a competent bookkeeper can be hired. Inasmuch as the volume of transactions occurring during our review was minimal (approximately 50 checks per month) we recommend the first alternative be used. A current employee should be selected to act as bookkeeper and instructed by the CPA in how to write checks and post receipts and disbursement journals. The CPA can do monthly payroll tax returns, reconcile the bank account, make adjusting journal entries, make a trial balance and prepare pro-forma financial statements.

FINDING NO. 2, BANK ACCOUNTS

The earliest bank account statements of APPB, Inc., are dated November, 1973. At that time three savings accounts were opened. The three accounts were in existence for two months and then closed. There were a few deposits and many withdrawals during the two months. Two checking accounts were opened in December, 1973. The checking accounts were used until July, 1976 when they were consolidated into one account. At the time of our audit, the one checking account only was in use.

No member of APPB, Inc., board of directors or staff could explain why savings accounts rather than a checking account was used. At the time the accounts were opened the current Executive Director was not associated with APPB, Inc. The current chairman of the board was associated and was, in fact, a signator on two of the savings accounts, however, he stated he thought he was signing signature cards for checking accounts. The savings account signature cards we examined did not indicate whether they were for savings or checking accounts.

We were able to trace all withdrawals from the three savings accounts into one or the other of the two checking accounts.

We examined bank statements and cancelled checks for the two checking accounts from inception until December 31, 1976. We found several improprieties with regard to record retention, accounting and supporting documentation:

1. The bank statement for National Bank of Alaska account #003-27-3466 was missing for the period August 1 through August 15, 1976, (statements are rendered bimonthly). We were, however, able to reconcile the beginning and ending bank balances for the 15 day period to the checks and deposits listed in the disbursements journal for that period to insure all transactions had been accounted for.
2. Check #468 on account #003-27-3466 was written payable to Lindsey Martell in the amount of \$2500. However, this check was recorded in the disbursements journal as payable to Milo Griffin, the APPB, Inc., Executive Director.
3. Both APPB, Inc., checking accounts were consolidated in July, 1976. During the period July, 1976 through December 31, 1976 the surviving account, #03-273-466, National Bank of Alaska, Spenard Branch, was not reconciled to the accounting records. At the time of our audit a CPA had recently been engaged to make, among other things, the delinquent reconciliations.
4. The National Bank of Alaska issued check series #401 - 500 in June, 1975, for account #003-27-3466. This same series was reissued in July, 1976. Both series were used by APPB, Inc.
5. The two checking accounts in general use during 1974-76 were originally opened as account #180-288-3 and 180-246-1, First National Bank of Alaska main branch. In 1975 funds in these accounts were transferred to account #'s 3-60-0564 and 003-27-3466 at National Bank of Alaska Spenard branch. The original accounts were dormant from then on. We confirmed with the First National Bank of Alaska a balance of \$15.60 in account #180-288-3 and \$49.01 in account #180-246-1 as of 12/31/76. No transactions had cleared either account for approximately eighteen months.

RECOMMENDATION No. 2

Each of these instances represent weaknesses in the APPB, Inc., system of internal and administrative control. Deficiencies of this nature affect the security of cash assets and the ability of APPB, Inc., to manage assets effectively. High liquidity assets such as cash and checking account balances require a high degree of management control. In order to strengthen that control we recommend the following:

1. APPB, Inc., should not, under any circumstances, deposit funds in savings accounts. Savings accounts do not provide the minimum required audit trail in the form of cancelled checks. In addition, State and federal rules prohibit the use of savings accounts as depositories for grant funds. Any interest earned on invested State or federal funds is due to the granting agency.
2. The disbursements journal should, in all cases, be posted with the same payee shown on the check. To do otherwise, is to invite at best confusion, at worst, embezzlement.
3. Checking accounts must be reconciled to accounting records immediately upon receipt of the bank statement and cancelled checks. The reconciliation must be performed by an employee other than the employee responsible for writing the checks.
4. All bank statements must be retained by APPB, Inc., indefinitely.
5. APPB, Inc., should, under no circumstances, issue a duplicate check number on any checking account. If the bank inadvertently delivers a duplicate series of checks, they should be returned for correction.
6. All funds should be cleared from any bank account not in use. Funds in dormant accounts are gradually expended by monthly bank charges without providing any benefit to APPB, Inc.

FINDING NO. 3, TRAVEL

All travel expenditures for the period June 1, 1975 through November 30, 1976 were examined. Audit procedures included review for proper travel authorization, computation of travel reimbursement, supporting documentation for specific reimbursed travel expenses and propriety of per diem rates.

We found one instance of over reimbursement in the amount of \$55 to the Executive Director, due to a clerical error. We notified the Executive Director of the error and in a subsequent follow-up discussion he stated the \$55 had been refunded to APPB, Inc.

We also found per diem rates used by APPB, Inc., were substantially lower than State rates:

<u>CITY</u>	<u>PER DIEM RATES</u>	
	<u>APPB, INC.</u>	<u>STATE</u>
Valdez	\$ 38.00	\$ 58.00
Prudhoe	49.00	58.00
Fairbanks	43.00	58.00
Juneau	40.00	50.00
Mileage	.12	.20

In addition, we found several instances of missing support documentation such as airline tickets.

RECOMMENDATION NO. 3

We recommend APPB, Inc., per diem rates be adjusted upwards in parity with State rates.

We also recommend travel files be maintained in a complete fashion including airline tickets supporting each airline trip.

FINDING NO. 4, APPB, INC., REPORTS

Reports are periodically prepared by APPB, Inc., showing the number of minorities placed within each union. The report statistics are derived from client applications and indicate persons placed in construction employment as well as union apprenticeship and training programs during the reporting period.

We examined documents supporting minority placement statistics for the periods November, 1974 through December, 1975 and January, 1976 through October, 1976. We found slightly less than sixty percent of the documents had been retained by APPB, Inc., for the period November, 1974 through December, 1975, and approximately forty-five percent for the period January, 1976 through October, 1976.

APPB, Inc., stated the supporting documentation is not usually retained after reports are prepared. The principal activity of APPB, Inc., was described as a planning function rather than as a placement agency. Direct placement is performed only incidentally to their planning duties and it was thought supporting documentation need not be retained.

RECOMMENDATION NO. 4

The staff of APPB, Inc., has recruited minorities through such activities as newspaper advertising and speech making at local high schools. They have counselled interested persons with regard to available union training and apprenticeship programs. They have convened panels on experience equivalency to interview minority persons seeking construction employment or training in order to classify them as:

Journeyman
Apprentice
Advanced Trainee
Trainee

The panel may award "B" or "A" union membership cards to individuals with appropriate experience.

It is not specifically stated in the Plan that APPB, Inc., shall make placements, or direct referrals, of individuals to union halls for employment. However, we believe it is the next logical and obvious step after recruiting and counseling.

APPB, Inc., staff members have, over the years, developed a close working relationship with union management, including dispatchers. It is natural that the staff refer minority persons directly to particular unions, and even particular dispatchers, if they are willing and able to begin immediate construction employment.

Several APPB, Inc., board members have indicated APPB, Inc. should restrict its activities to planning and avoid evolving into a placement agency. We disagree, however, and believe direct referral is the most effective method to accomplish Alaska Plan goals. Success of the plan can ultimately only be measured in terms of minorities working in construction employment. No amount of recruiting, counseling, or panel interviews will benefit minorities unless jobs are actually acquired. APPB, Inc., should not hesitate to exploit their relationship with the unions in an effort to advance Alaska Plan goals.

In this connection, we also recommend documentation supporting each placement accomplished by APPB, Inc., be retained indefinitely. Such documentation is necessary to verify the accuracy of APPB, Inc., placement reports.

FINDING NO. 5, EQUIPMENT

APPB, Inc., has over the past several years, purchased various pieces of office equipment such as desks, chairs, typewriter, recorders, etc. We examined all disbursement vouchers representing equipment purchases and compared these with equipment actually on hand. We could not locate the following pieces of equipment:

Portable tape recorder	SN 14190	\$198.50
Portable tape recorder	SN 13181	<u>198.50</u>
Total amount missing		<u>\$397.00</u>

The APPB, Inc., Executive Director described the loss as due to theft by an employee at the Fairbanks office upon termination for cause.

RECOMMENDATION NO. 5

APPB, Inc., management and staff should exercise sufficient care to insure terminated employees are not able to steal equipment. Preventive care should include immediate dismissal from the premises upon termination and surrender of door keys. If a terminated employee fails to return equipment in his custody outside of the office, an amount equal to the cost of the equipment should be deducted from his final paycheck. If a terminated employee manages to steal equipment notwithstanding these measures, the matter should be referred to the appropriate law enforcement agency for action.

PART II, APPB, INC. PROGRAM ACCOMPLISHMENTS

CONCLUSIONS to FINDINGS 6 through 9 are summarized after FINDING NO. 9).

FINDING NO. 6, MINORITY HIRE GOALS

All APPB, Inc., activities, such as recruiting, counseling, apprenticeship outreach, etc., are directed towards increasing the number of minority members in the construction unions. It was not apparent at the onset of the Plan in 1972, the actual number of minority members in the various crafts. However, considering what general information was available, minority manpower placement goals were established for the calendar year ending December 31, 1972 as well as the six calendar years following 1972. Each year Alaska Plan goals were programmed with modest increases leading to an overall minority union membership equal to the minority population available at December 31, 1978.

Schedule A, attached, shows minority workers in each craft in 1976. The source of these numbers is a schedule attached to the Alaska Plan. Placement goals are compared with actual placements during the period 1972 through 1976 for an overall achievement of ninety-two percent.

Statistics of actual placements during the period were derived from an audit report prepared by the Office of Federal Contract Compliance in May, 1976. We cannot generalize from these findings, however, that overall Alaska Plan goals have achieved this degree of success because there are two limitations on the findings. First, although placements were traced to union health and welfare rolls, the auditor did not verify the ethnic character of each individual. Second, successful placements were those whom the auditor verified had worked at least thirty days. The first limitation could be partially overcome by access to BIA tribal rolls. The second, by a more comprehensive review of union health and welfare rolls to determine actual extent of employment. Adequate monitoring of minority placements would require continuous field observation as well as union health and welfare audits.

The scope of our examination did not include verifying minority placements. We are relying on the OFCC audit report, with consideration for its limitations, with regard to placement goals.

FINDING NO. 7, EQUAL EMPLOYMENT OPPORTUNITY ACTIVITY BY OTHER AGENCIES

Two federal agencies, the U. S. Department of Labor, Office of Federal Contract Compliance (OFCC), and U. S. Department of Interior, Office for Equal Employment Opportunity (OEEO), perform activities related to minority hire in Alaska.

The OEEO consists of a Director and three to six staff members stationed in Anchorage. The pipeline is not a federal contract. On January 23, 1974 an Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline was signed by the Secretary of Interior for the United States and the eight owner companies of Alyeska Pipeline Service Company. Embodied in that agreement were sections concerning nondiscrimination, equal employment opportunity, and training of Alaska natives. Subsequently, Alyeska affirmative action programs were accepted by Interior to implement these sections and the regulations promulgated to carry out the requirements of section 403 of PL 93-153, (EEO provisions of the Mineral Leasing Act of 1920 as amended to widen the pipeline right-of-way). Incorporated in the affirmative action program were goals for training and employment of minorities and women in the construction crafts. Alyeska agreed to require their contractors to accept the goals for minorities and women approved by the APPB, Inc. The mission of OEEO is to monitor equal employment practices of contractors.

OFCC is responsible for enforcing minority placement, (Executive Order 11246. OFCC interprets Order 11246 and issues regulations to help implement it.

The effectiveness of both agencies appears limited. OFCC located in Seattle, Washington, has one staff member responsible for Alaska, Washington, Oregon, and Idaho. This individual is responsible for in excess of 50,000 federal contractors and suppliers. He admits less than 10% can be handled effectively.

Inter-agency cooperation between these agencies appears minimal. During several discussions with the administrators we learned OFCC had requested information on contractor minority placements in order to corroborate union reports, only to find the Department of Interior in Washington, D. C., has forbid any exchange of information with OFCC. Management of both agencies could not explain why this prohibition had been issued.

Management of OFCC stated OEEEO had yet to refer any instance of noncompliance to them for enforcement action. OEEEO stated instances of noncompliance with Alaska Plan goals are normally resolved by "jawboning," correspondence, or hearing. At present, hearings are pending on two contractors. During the construction period of the pipeline there have admittedly been instances of material non-compliance with Alaska Plan minority hire goals. However, there has not been one occasion in which any pipeline contract was cancelled, terminated, or a contractor suspended and debarred from further contract bidding.

Federal agency monitoring and enforcement of minority hire goals appears to be somewhat ineffective. We must consider very cautiously any suggestion that federal agencies replace APPB, Inc., as principal equal employment opportunity action agency in the Alaska construction industry.

The OFCC, in admitting their inadequacies, have indicated strong support of continuing the APPB, Inc. Their audit report of May, 1976, states as follows:

The current staff has demonstrated the ability, skills, and knowledge to make the Alaska Plan a success. They have established a good rapport with all union representatives, community leaders and employer groups. They were reporting as required and developing a system of monitoring placements. It is recommended that we use our best efforts to encourage the Governor of Alaska to release the budget for the Alaska Plan.

In addition, the Director of OEEEO expressed support for the continuation of the APPB, Inc., since OEEEO monitors contractors and APPB, Inc., monitors union. OEEEO felt the dual approach was the most effective way to accomplish minority hire goals.

FINDING NO. 8, UNION FINANCIAL SUPPORT

The matter of joint funding of APPB, Inc., by the State as well as unions and contractors, was discussed with union and contractor representatives. Both groups were opposed to any direct financial contributions on the grounds that contributions thus far, by each group, far exceeded financial support provided by the State. The representatives were referring to the cost of apprenticeship training programs for which each claimed a share of credit.

Each year, most unions conduct apprenticeship training programs lasting from several months to, in the case of carpenters, four years. The training consists of both classroom and on-the-job activities. The unions claim to have admitted several hundred minority trainees to the various programs since 1974. The training costs are paid from each union's training fund. The source of the fund's income is .15 cents per hour worked per union member. The unions claim the .15 cents comes out of their member's pockets. The contractors claim it is merely another fringe benefit paid directly into the training fund by the contractor, and has nothing to do with wages. Both unions and contractors were unequivocally opposed to making any additional contributions.

We did not verify any union or contractors claims with regard to the number of trainees enrolled or funds contributed towards that effort.

FINDING NO. 9, APPB, INC., FINANCIAL POSITION

At the time our field work was completed, January 21, 1977, APPB, Inc., had cash in bank of approximately \$7,000. APPB, Inc., was due to receive the final State disbursement for FY 1977, \$20,000, on January 31, 1977. At the current minimum staff level of five persons, they spend approximately \$10,000 per month. We estimate, with the \$20,000 disbursement, APPB, Inc., could continue until approximately March 31, 1977.

The Budget Review Committee is currently considering a supplemental appropriation to APPB, Inc., of \$50,000 for the remainder of F Y 1977. Although this exceeds the minimum funding level for the three months remaining in FY 1977, it is appropriate if APPB, Inc., is to increase staff to handle the increased work load occasioned by the beginning of the 1977 construction season. APPB, Inc.,

manpower requirements for F Y 1978 would include an additional two or three field coordinators to do continuous monitoring of construction sites which requires sufficient travel funds. In addition, they would require CPA services monthly as well as an annual audit. It is estimated the minimum funding necessary for FY 1978 should APPB, Inc., retain current organization characteristics, would be \$225,000.

CONCLUSIONS

There appear to be four options for the State with regard to the future of APPB, Inc., at this time:

1. Do not fund APPB, Inc. Rely instead upon signators to the Alaska Plan to supply the needed funding. In the event funding is not obtained enforcement of equal opportunity will be left up to the federal agencies.
2. Fund one-third of APPB, Inc. Rely on unions and contractors for the remainder of funding.
3. Provide all APPB, Inc., funding, and leave it as a private corporation.
4. Provide all APPB, Inc., funding and make the board a State commission and staff members State employees.

There are inherent advantages and disadvantages in each of these options. Our assessment of these is as follows:

1. There is a certain amount of logic in this option. It would reaffirm that the participants to the Alaska Plan believe it is a viable, workable plan and an alternative to federal quotas. The Alaska Plan is a voluntary agreement. It is wholly dependent upon voluntary and good faith efforts by the participants. In the event that the participants fail to fund the Alaska Plan, the federal agencies would be forced to take affirmative action. Federal statutes and regulations provide very specific sanctions against federal contractors who fail to comply with minority placement goals. In addition, the federal government has two agencies already deeply involved in EEO matters. If the State were to refuse further funding, the federal government would bear the criticism for any measure of failure in this area.

The two federal agencies, however, have not yet demonstrated that they have either the will or the resources to pursue a vigorous minority hire enforcement program. We can avoid spending \$100,000 or \$200,000 per year but we cannot abdicate our responsibility for equal employment opportunity in Alaska.

2. We can fund one-third of APPB, Inc., needs and rely on the signatory labor unions and contractors to fund the remainder. This is the approach we have used recently. The APPB, Inc., budget for FY 1977 was reduced from \$330,000 to \$100,000 in order that the other groups could contribute the difference. The unions and contractor have refused to make cash contributions on the grounds they are already providing more than their fair share in the form of operating apprenticeship training programs.

We do not believe exercise of this option would compel the unions or contractors to pay a share of APPB, Inc., costs. This was tried in FY 1977 and failed. Minority coalition members stated to us it was their belief neither the unions nor contractors were concerned whether APPB, Inc., ceased to exist. The unions and contractors entered into the Alaska Plan in 1972 because they recognized some sort of affirmative action plan was mandatory and better to join Alaska Plan than risk dealing with some heavy handed federal agency with genuine power and resources. The coalition described union and contractor cooperation as somewhat lukewarm. They agreed nevertheless, that real progress was being made by APPB, Inc. In excess of one thousand minorities have entered the construction employment. The APPB, Inc., has good rapport with the unions and that rapport should be preserved. They felt if the State relied on unions or contractors for funding, the APPB, Inc., would cease to exist and the momentum built up over the past three years would be lost; that the measure of success achieved, albeit less than completely satisfactory, would be ended.

Notwithstanding the comments of the coalition members, or the other factors present we believe the principal disadvantage to the first two options is a lack of support for a principle to which we are committed. AS 18.80.200(b) prohibits discrimination as follows:

(b) It is the policy of the State and the purpose of this chapter to eliminate and prevent discrimination in employment, . . .

The statute prohibits specific overt acts of discrimination but does not require affirmative action programs. Affirmative action is addressed in Administrative Order No. 18 as a requirement for all State contractors. The order states it is the policy of the Executive Branch to encourage equal employment opportunity in the State. It requires all State contracts include a statement to the effect the contractor agrees to take affirmative action to comply with minority hire goals either as stated in the Alaska Plan or U. S. Department of Labor goals, which are similar.

It would seem inconsistent with our equal employment opportunity commitment to support the provision on State contracts and not other contracts. Moreover, it would be awkward and confusing if unions and contractors had to hire minorities for some jobs and not others.

3. APPB, Inc., could be fully funded by the State and left as a private corporation. One advantage of this option is that it is probably less expensive than organizing APPB, Inc., as a State agency. Extensive new legislation need not be passed. Also APPB, Inc., enjoys a certain flexibility in operations which would probably be restricted as a State agency. The most obvious disadvantage of APPB, Inc., remaining a private corporation is a lack of control over fiscal and program matters by the State. FINDINGS 1 through 5 have indicated a certain lack of expertise by APPB, Inc., staff in accounting and reporting matters. As a private corporation APPB, Inc., can operate in a manner apparently independent of the State and yet with a good deal of actual control by the State. The relationship of APPB, Inc., and the State would have to be formalized in an agreement which included provisions covering all pertinent details of each parties rights and duties. For example, the agreement should provide certain basic record keeping requirements such as accounting records must be maintained in accordance with generally accepted accounting principles. Also, a CPA must summarize transactions each month and prepare pro-forma financial statements. Reporting requirements would address both financial as well as program reports. In addition to the monthly CPA services, an annual financial report would be submitted. With regard to program activities, there would be specific provisions on daily, weekly, and monthly activity reports. The reports would indicate various useful data such as the number of persons assisted as well as the source they were referred from. It would show what action was taken and the ultimate result of the case; placed on pipeline job, placed in training, etc. APPB, Inc., would be required to maintain in good order, supporting documentation for all activity reports. Placement goals could be established for each month during the year and actual placements compared to goals each month in order that the Governor's office have a more current appraisal of APPB, Inc., accomplishments. Management decisions could be made to effect improvements on a more timely basis.

The State could compel APPB, Inc., to comply with these or similar provisions by simply withholding a periodic disbursement if reports are not timely or satisfactory.

4. As a State agency, APPB, Inc., would perhaps be subject to the merit system thus ensuring minimum job qualifications for its employees. They would also be subject to the Administrative Manual with regard to accounting and internal control matters. Moreover, APPB, Inc., program goals and operating budgets would be subject to the scrutiny of Budget and Management. As a State agency APPB, Inc., would, without question, be operated in a more efficient and controlled manner.

As a State agency however, it is very likely the scope of APPB, Inc., responsibilities would be greatly expanded. Instead of a small group of people trying to get pipeline jobs for minority persons, it could become a monitoring and enforcement agency for all employees State-wide. It is possible APPB, Inc., could become involved in policing other industries besides construction, such as mining, manufacturing, transportation, timber, etc.

Another disadvantage of the State agency option is responsibility once assumed is not easily delegated. The State would be assuming responsibility for affirmative action on the pipeline (and presumably the gas pipeline) from the federal government. Even though the federal agencies were performing less than satisfactorily, they may not hesitate to pressure the State to greater efforts should our own agency prove equally unsatisfactory.

Complaints, criticism, and pressure could also come from minorities if they were to perceive the State agency as failing to accomplish minority hire goals quickly enough.

01-46

February 9, 1977

SCHEDULE A

ALASKA PLAN POLICY BOARD, INC.

COMPARATIVE SCHEDULE OF GOALS AND ACCOMPLISHMENTS

FOR THE FIVE YEAR PERIOD 1972 THROUGH 1976

Craft	Minority Members 1972(1)	Minority Placement Goals 1972-1976 (1)	Minority Placements 1972-1976 (2)	Percent of Achievement
Asbestos	1	23	19	83%
Carpenters	133	413	302	73%
Electrical Wkrs.	119	311	118	38%
Iron Workers	1	83	89	107%
Operating Engs.	323	390	719	184%
Painters	32	65	69	106%
Pile Drivers	2	71	31	44%
Plumbers	27	153	58	38%
Roofers	16	11	18	164%
Sheet Metal Wkrs.	<u>6</u>	<u>38</u>	<u>18</u>	<u>47%</u>
TOTALS	<u>660</u>	<u>1558</u>	<u>1441</u>	<u>92%</u>

(1) From Alaska Plan, schedule of minority goals.

(2) As of May, 1976, from audit report by U. S. Department of Labor, Office of Federal Contract Compliance.

Introduced: 3/9/77
Referred: State Affairs and
Finance

1 IN THE SENATE

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

2 SENATE BILL NO. 228

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 TENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a supplemental appropriation to the
7 Office of the Governor, Alaska Plan Committee; and
8 providing for an effective date."

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

10 * Section 1. The sum of \$50,000 is appropriated from the general fund
11 to the Office of the Governor, Alaska Plan Committee, for general admini-
12 stration expenses for minimal operation through June 30, 1977.

13 * Sec. 2. This Act takes effect immediately in accordance with AS 01.-
14 10.070(c).

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THE ALASKA PLAN
TO PROVIDE EQUAL EMPLOYMENT
OPPORTUNITY IN THE
CONSTRUCTION INDUSTRY

Approved by U.S. Department of Labor

March 31, 1972

CONTRACTORS/SUBS desiring to secure
additional information or desiring
Part I signatory information should
contact: ALASKA PLAN OFFICE
Attention: Executive Director
2636 SPENARD ROAD
ANCHORAGE, ALASKA 99501

Phone : 276-1313

(Reprinted by ADH 8/76)

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Part I: Purpose

The objective of this Agreement is to increase minority group* employment in all phases of the construction industry in the Alaska** area. This Agreement establishes a comprehensive program to encourage and facilitate employment of minority group persons in the building and construction trades and to encourage and facilitate the admission of such persons to membership in unions representing employees in those trades. The parties also intend to ensure equitable participation for minority group persons in managerial and supervisory capacities in work performed under this Agreement. The program is designed to assure that all interested parties, labor, management and the minority community share in the authority and responsibility for its administration. All parties to this Agreement shall make every good faith effort to achieve the objectives outlined herein, and all provisions of this Agreement shall be interpreted to further the objective of this Agreement.

Part II: Parties

This Agreement shall be binding upon all local building and trades unions which are signatory hereto, hereinafter referred to severally and collectively as the "Unions"; the local general contractors association, the associations of sub or specialty contractors signatory hereto, and the individual general and sub or specialty contractors which have signed collective bargaining agreements with the signatory unions and are also signatory hereto, all of which are hereinafter referred to severally and collectively as the "Contractors"; the individual minority group organizations in the local area signatory hereto which are hereinafter referred to severally and collectively as the "Coalition".

Part III: Specific Goals

In order to assure the prompt realization of equal employment opportunity in the construction industry, there are hereby established specific goals for minority manpower utilization in all construction (Federal, Federally-assisted, State or local government, State or local government-assisted, and private). This includes, but is not limited to, demolition, repair, alteration, rehabilitation and construction of residential, commercial, industrial, institutional buildings and/or other facilities; and other structures including roads and bridges, landing strips and related aviation facilities, docks and related marine facilities, and above-or underground wire and pipelines in the geographic area covered by this Agreement. The overall objective, as evidenced by the specific goals established, is a commitment to reach, within each union, a membership of minorities proportionate to the minority population in Alaska. This Agreement does permit a higher percentage of minority persons within a given local or locals than the percentage of minorities to the total Alaskan population if such percentage of minority membership in a given local or locals is proportionate to the minority population of the area from which the local or locals obtain their membership.

*Minority group is defined to include Black, Filipino, Spanish-surnamed, Oriental, American Indian, Eskimo and Aleut.

**The word "Alaska" is used here, and on subsequent pages, to describe the word "area." It is used subject to the understanding that such designation can be changed by area groups in Alaska.

Part III Schedule

	12/31/74	12/31/75	12/31/76	12/31/77
As. Workers	20.2	23.4	26.4	28.0
Carpenters	19.9	22.9	25.7	28.0
Electricians	19.8	22.8	25.7	28.0
Ironworkers	19.2	22.3	25.7	28.0
Op. Engineers	21.7	24.0	26.1	28.0
Painters	20.4	23.5	25.8	28.0
Piledrivers	19.7	22.6	25.1	28.0
Plumbers/ and Steamfitters	19.4	22.5	25.4	28.0
Roofers	24.7	26.7	27.6	28.0
Sheetmetal	19.6	23.0	25.6	28.0
Teamsters	20.1	23.0	25.6	28.0

Section (A) - Journeymen

All minority group persons who are determined to be eligible journeymen in accordance with Part VII of this Agreement and who so desire shall:

- (1) be placed on the proper out of work list for their trade without delay;
- (2) be assigned work in their trade by the respective unions and employers in the same way as those persons who have been members of the union and/or have previously worked in the area;
- (3) be admitted to union membership as journeymen via the normal procedure of the respective union. If the normal procedure is to give each applicant a written and/or manual examination, such examination shall be the same as that administered to any applicant under similar conditions, and shall be made available at least once each calendar month. The minority member of the Ad Hoc Panel, or his designee, may be present as an observer.

Section (B) - Non-Journeymen

In each year of this Agreement, there shall be a goal of minority persons, as set forth herein above, accepted in training and employed under the applicable training program to become journeymen in the construction trades covered by this Agreement. Each participating union shall project a specific goal, with the goal of each local sufficient in proportion to its underutilization of minorities. The specific assignment of individual minority group persons to trades and to employers shall be performed by the Executive Director in accordance with Part VII of this Agreement.

For each succeeding year of the Plan, the goals are to be reviewed by the Committee and the Executive Director not later than September 1, of the calendar year preceding the schedule year. Regional plans may be developed to implement the annual goal. Such regional plans can be designed to achieve a higher percentage of minorities to the total Alaskan population if such percentage of minorities to the total Alaskan population in a given local or locals is proportionate to the minority population of the area from which the local or locals obtain their membership. Such regional plans must be approved by the Committee and the Executive Director sitting as one body. Such regional plans will be reviewed and approved annually by the Committee and Executive Director. Every effort shall be expended on the part of the Executive Director, the Committee and all parties signatory to this Agreement to develop maximum participation, by minority persons, in this Plan to enable job opportunities for minority persons in the construction industry in Alaska.

From each year's experience, and the motivation inherent in this Plan for the Committee, the Executive Director, minority persons, the Contractors and the Unions, we believe that over the seven-year span of this Plan, genuine equal employment opportunity for minority persons in the construction industry shall be developed to equal or surpass that percentage of the general population that minority persons represent in Alaska.

We subscribe to this rationale because of our opinion, it is realistic and establishes a foundation program from which to draw experience for requesting funding, advertising the program and its objectives, and motivating minority persons in Alaska to take advantage of real opportunity in a segment of the mainstream of Alaskan industry.

Section (C) - No Discrimination

The purpose of the Contractors' and Unions' commitment to specific goals is to provide equal employment opportunity for minority group persons in the construction industry in the Alaska area and is not intended and shall not be used to discriminate against any qualified applicant or employee.

Part IV Administration

There is hereby established the Alaska* Construction Opportunity Policy Committee which shall generally oversee the implementation of this Agreement.

Section (A) - Membership

The Committee shall consist of nine members, two of whom shall be representative of the Contractors, two of whom shall be representative of the Union, and four of whom shall be representative of the Coalition. The ninth member shall be selected as follows: The parties signatory hereto as represented by the Minority Coalition, the Unions and the Contractors each submit the name of one person for consideration, and the eight members of the Committee vote to select the ninth member from the three names submitted.

In the event of a tie vote, the three names submitted shall be placed in a container and the ninth member elected by drawing one name.

Section (B) - Quorum and Voting

Five members of the Committee, with at least one member from the Contractors, one member from the Unions, and two members from the Coalition, shall constitute a quorum for the purpose of transacting business. Decisions shall be made on the basis of votes by a majority of those present.

* The word "Alaska" is used here subject to the understanding that such designation can be changed by area groups.

Section (C) - Powers and Responsibilities

The Committee shall be empowered to develop or approve specific programs to further the goals of this Agreement, and to enter into contracts with Federal, State, and local governments and other organizations in cooperation with Contractors, Unions, the Coalition, individuals, or community organization or organizations for the purpose of recruiting, counseling, training and orienting persons for employment in the Alaska building and construction industry. It shall adopt rules of procedure. The Committee shall authorize the level and kind of expenditures, including any additional professional and clerical staff it deems necessary to accomplish the desired goals under this Agreement, by means of adopting a formal operating budget. It shall review all activities of the Executive Director, his staff, the ad hoc panels, and reports of the program. It shall be empowered to make changes in the procedures for implementation of this Agreement except that the section entitled Specific Goals shall be changed only by a vote of two-thirds (2/3) of the membership of the Committee, and with the approval of the U.S. Departments of Interior and Labor, OFCC.

Section (D) - Executive Director

There shall be an Executive Director who shall be selected by a majority vote of the Committee on the basis of suggestions by the Coalition of a person or persons sufficiently sensitive to the problems of the minority community, sufficiently knowledgeable of the construction industry and sufficiently skilled to administer a journeyman training program. No person shall serve as Executive Director who is a member of the Committee.

The Executive Director shall perform the duties prescribed in an official position description for the position. He shall be responsible for the implementation of the programs established pursuant to this Agreement in accordance with the budget allotted for that purpose by the Committee. The Executive Director shall be responsible for the general supervision of his staff; and shall be empowered to employ, train, evaluate, discipline, and discharge both professional and clerical personnel in authorized positions. The Executive Director shall report and be responsible directly to the Committee. He shall attend all Committee meetings. The Executive Director may be removed by a two-thirds (2/3) vote of the membership of the Committee.

Part V Recruitment

There shall be established a program to recruit minority persons in the Alaska area and to acquaint them with employment, training and apprenticeship opportunities in the construction industry. This program shall be administered by the Executive Director and shall include but not be limited to:

- A. Taking appropriate steps to establish a new relationship with the Alaska minority communities demonstrating that the Contractors and Unions will not discriminate against minority groups in their employment and referral practices, including, but not necessarily limited to, publicizing through advertising in the communications media serving the Alaska area the Contractors' and Unions' commitment to an affirmative program in the construction industry.
- B. Establishing a counseling program for the purpose of making personal contact and holding meetings with interested students in all schools and colleges in the Alaska area with substantial minority group enrollment. The Director also shall provide information concerning the opportunities available to minority group persons pursuant to this Agreement. Counselors shall provide specific information and guidance relative to the kinds of training and apprenticeship programs, the types of jobs available, methods of entering the trades, requirements of union membership, length of apprenticeship programs open, wages paid in the construction industry, and such other information which may be pertinent to the programs established pursuant to this Agreement.

- C. Contacting and maintaining continuing relationships with likely sources of minority group persons available for employment and training (including apprenticeship training) in the construction industry. Counselors shall establish such relations with signatory members of the Coalition and any other groups which are or hereafter may be organized to facilitate the objectives of this Agreement.

Part VI Counseling

All minority persons seeking employment and training in the construction industry shall be encouraged to contact the office maintained by the Executive Director and his staff. Each individual shall be counseled with regard to entry into the trade consistent with the development of his skills, work potential, and his personal desires. Individuals shall be advised of rates of pay for each of the construction trades and shall be told of the amount of training and skill required to attain journeyman and other permanent employment status.

Counseling services shall be available, (1) to all persons placed in jobs, (2) to training programs established pursuant to this Agreement, and (3) to all other minority persons employed or seeking employment and/or training in the construction industry in the Alaska area at any time such services are requested.

Part VII Classification of Workmen and Training Programs

Section (A) - Panel on Experience Equivalency

All minority group persons seeking employment and training in the construction industry shall be classified by an Ad Hoc Panel on Equivalency. The Panel shall consist of persons having expertise in manpower needs of the construction industry with one (1) member chosen by the Contractors, one (1) member chosen by the Unions, and two (2) members chosen by the Coalition. In the event of a tie vote, the Executive Director may vote to break the tie. The Contractor and Union members shall be representative of the trade the applicant wishes to enter. Each Union and Contractor association shall designate who shall act as its representative. The Panel shall establish at least one day per month for the screening of applicants of each trade so that Panel members will know when to be available.

Section (B) - Classifications

The Panel shall, with the approval of the Committee and subject to the criteria listed in this part, determine the experience equivalency necessary for the classification of minority persons seeking employment or training in the construction industry as follows:

Journeyman

Apprentice

Advanced Trainee

Trainee

Section (C) - Journeymen

All minority group persons who are classified by the Panel on Experience Equivalency as eligible journeymen for the designated trades shall be referred for employment as outlined in Part III above.

All minority group persons shall be classified as eligible journeymen who:

- (1) are licensed by any public authority to perform the functions of said trade; or
- (2) have, in fact, functioned as journeymen in the trade regardless of union membership or non-membership; or
- (3) have performed at a level of skill which is equivalent to that required of journeymen.

All persons classified as eligible journeymen shall be advised of their classification in writing.

Section (D) - Apprentices

Minority persons who possess the established experience equivalency or who meet the valid, established qualifications for Apprenticeship Programs, and who desire to become apprentices shall be classified by the Panel on Experience Equivalency as applicant apprentices. Such persons shall be referred to the proper Joint Apprenticeship Training Council and be admitted into the Apprenticeship Program of the trade for which they have been determined to be qualified as openings occur. Employment of minority persons in the Apprenticeship Program of the trade for which they have been determined to be qualified shall be paid at the rates of pay established for apprentices at the particular level of skill which has been determined by the Joint Apprenticeship Training Council. Enrollment and/or employment of minority persons in the Apprenticeship Programs for the designated trades shall count toward fulfillment of the goals for minority group non-journeyman employment for each calendar year as set forth in Part III.

Section (E) - Advanced Trainees

Minority persons who are not classified as journeymen who have had some construction work experience or its equivalent and who in the judgment of the Ad Hoc Panel will require one year or less of job training to qualify as journeymen, but who do not meet the requirements or do not seek admission to apprenticeship programs, shall be classified by the Ad Hoc Panel as advanced trainees. Advanced trainees shall be placed in job training programs supplemented by related theory as needed in accordance with the goals for minority group non-journeymen employment as outlined in this document when openings are available. The objective of the training program shall be to prepare advanced trainees to enter into the construction industry as journeymen. Advanced trainees shall remain in this classification for no more than one (1) year without re-evaluation by the Ad Hoc Panel as to whether or not they have attained the equivalent of journeymen status and if not, the extent to which further training may be required.

Advanced trainees shall be paid the existing pay grade established by each craft in accordance with the Trade Supplemental Agreement.

Advanced trainees being classified as journeymen by the Ad Hoc Panel shall be entitled to all the benefits which relate to that status. Persons requiring job-related training as advanced trainees for a period of longer than one (1) year shall be dealt with on a case-by-case basis. Enrollment and/or employment of minority persons as advanced trainees for the designated trade shall count toward fulfillment of the goals as set forth in this Agreement.

Section (F) - Trainees

Minority group persons who do not possess the qualifications for classification as a journeyman, apprentice or advanced trainee shall be classified by the Panel as trainees. Trainees shall be placed in job-related training programs as openings become available in accordance with the Trade Supplemental Agreements. Trainees shall remain in this classification for no more than two (2) years without re-evaluation by the Ad Hoc Panel as to whether or not they have attained the equivalent of journeymen status and if not, the extent to which further training may be required.

Part VIII Training Programs

It is understood that all training programs shall be constituted so as to provide both job-related and classroom training. Advanced trainees and trainees shall be paid at their respective job rates (if Federal or State funds are made available for such purposes) for all classroom time which is a part of the training programs established by the Executive Director pursuant to this Agreement.

Part IX Allocation of Recruits and Trainees

Referral and allocation of recruits and trainees to the designated trades shall be made by the Executive Director. The counseling staff shall assist the Executive Director in such referral and allocation. The Executive Director shall use as criteria for referring and allocating recruits and trainees to the trades the degree of under-utilization of minority manpower by the particular trades, the desire of those minority persons available for employment or assignment to job-related training programs and the immediate manpower needs as training program vacancies in the designated trades.

Part X Control of the Work Force

The determination of the size of the work force on each project, the allocation of kinds of work, the establishment of quality and safety standards and the maintenance of discipline shall be the responsibility of each of the signatory Contractors and Unions within the framework of valid provisions of collective bargaining agreements. Contractors and Unions agree that all practices and procedures will be carried out so as to assure employment opportunities as envisioned in this Agreement.

Part XI Apprenticeship

Section (A) - Pre-apprenticeship Training

Any minority group persons who desire to enter apprenticeship programs for the construction industry in the Alaska area, but who do not meet the established qualifications for apprenticeship programs shall be placed in pre-apprenticeship training programs subject to available funds.

The objective of pre-apprenticeship training programs shall be to assist those persons who desire to enter apprenticeship programs for the construction industry and who meet the established criteria for entry into such programs. These pre-apprenticeship programs shall include counseling, tutoring, and other assistance necessary to prepare minority persons for entry into existing apprenticeship programs. Persons successfully completing pre-apprenticeship training for the designated trades shall thereafter be classified as apprentices pursuant to Part VII.

Section (B) - Existing Apprenticeship and Apprenticeship Outreach Programs

This Agreement shall not affect the operation of existing apprenticeship and apprenticeship outreach programs in the Alaska area. It is understood that the parties concerned shall continue to take affirmative steps to recruit minorities for enrollment as apprentices in accordance with all laws, regulations, and other agreements currently in effect. The number of minority persons recruited and employed as apprentices pursuant to such existing programs shall be considered a part of the specific goals to which the parties commit themselves as outlined in Part III.

It is agreed that the Executive Director and his staff shall lend all necessary technical, recruitment, and counseling assistance for the successful operation of existing apprenticeship outreach programs in the Alaska area.

Part XII Financing

The Committee and the Director are authorized to seek funds for the operation of this program from Federal, State and local governments and from any other public or private sources of funds.

Part XIII Grievances and Disputes Settlement

For the settlement of misunderstandings, disputes, grievances or differences in the interpretation of this Agreement, including but not limited to the following: recruitment, classification of workmen, training programs, allocation of recruits and trainees, the parties agree to the following procedure, or abide by the decision of the Panel, there shall be no work stoppage or lockouts.

In the event that a dispute, grievance or difference in the interpretation or in the administration of this Agreement by any person prior to his classification and assignment to a Union cannot be settled by the Executive Director (or a member of his staff) within ten (10) calendar days, the matter shall be referred to a Panel consisting of four (4) members, with two (2) members appointed by the Minority Coalition, one (1) by the Contractors, and one (1) by the Unions. In the event of a tie vote, the Executive Director may vote to break the tie. However, in work areas covered by collective bargaining agreements, Union members will be bound by their established respective grievance procedures.

This Panel shall meet as soon as possible but in no event later than five (5) calendar days after the dispute has been referred to it. The decision by the Panel shall be rendered within five (5) calendar days after the dispute is heard by it, and such decision shall be final and binding upon all parties.

Compliance and execution of such decision shall be within two (2) calendar days from the date of the decision. The aggrieved employee shall be made whole in the case of a decision made in his favor.

Any controversies concerning work jurisdiction shall be resolved in accordance with the procedure rules established by the applicable industry.

It is agreed that the expense of the Panel shall be borne equally by the parties to the dispute. There shall be no expense borne by the aggrieved person.

Any claim must be brought forward by the aggrieved person within thirty (30) days of the occurrence of the alleged violation or there shall be no claim. Wage claims shall be excluded from any time limitations.

Part XIV Scope

This Agreement shall be applicable to all work on demolition, repair, alteration, rehabilitation and construction in the residential, commercial, industrial, and institutional phases in the construction industry in the Alaska area performed by the Contractors and Unions signatory hereto, regardless of whether said work is Federally financed, Federally assisted, State or local government, State or local government assisted, or privately financed.

Part XV Minority Contractors and Subcontractors

Under the direction of the Executive Director, a list shall be compiled of all minority contractors and subcontractors in the Alaska area showing work experience and current bonding capabilities. This list will be made available to all contractor associations who will contact each minority contractor and/or subcontractor and with the assistance of the Executive Director make available membership requirements for entry into the various associations signatory hereto. All information and technical assistance of the various contractor associations will be made available upon their (minority contractors and/or subcontractors) acceptance into the various associations.

Part XVI Recordkeeping and Reporting

The Executive Director and his staff shall keep complete records relating to the operation and implementation of the programs outlined in this Agreement. Such records shall be available for inspection by all parties and any Federal, State or local agency of government concerned with the operation of the program.

Records shall include likely sources for minority group recruits, journeymen, apprentices and trainees, names, addresses, and disposition (including complete follow-up) of minority persons availing themselves of the programs established herein, and such other information and reference files may be necessary for the efficient and effective operation of this Agreement.

The Executive Director shall compile a comprehensive quarterly report of the operation of this Agreement on the form attached hereto as Appendix I, which shall be available to the parties and for inspection on request of any person, group, Federal, State or local agency of government.

Part XVII General Provisions

Section (A) - Relation of Specific Goals to Equal Employment Opportunity Generally

The applicability of specific goals to the trades as outlined in Part III shall not constitute a restriction upon minority employment and, thus, shall in no way diminish the objectives of this Agreement to increase minority participation in all phases of the construction industry in the Alaska area.

Section (B) - Other Laws, Regulations and Orders

It is the desire of the parties to satisfy the non-discrimination and affirmative action requirements of Executive Order 11246 and Title VII of the Civil Rights Act of 1964, and the rules and regulations issued pursuant thereto, and all other applicable Federal, State and local laws, regulations or orders.

This Agreement shall not, however, be interpreted or construed to mean that the parties hereto, in whole or in part, are relieved or absolved from any duty, obligation or liability pursuant to Title VII of the Civil Rights Act of 1964 and the rules and regulations issued pursuant thereto, Executive Order 11246 and the rules and regulations issued pursuant thereto, or any other applicable Federal, State and local law, regulation or order.

The execution and implementation of this Agreement shall have no effect upon the handling or disposition of individual complaints of employment discrimination before any tribunal, Federal, State, local or private, except that the execution and implementation of this Agreement may be asserted as evidence of compliance with Executive Order 11246 in any proceeding or compliance review undertaken pursuant to the Order.

Section (C) - Duration of this Agreement

This Agreement shall be in full force and effect for seven years from the date of signing by the Contractors, Unions, and the Coalition, and thereafter shall automatically renew itself from year to year. Except, as agreed in Section (F), should the goals be escalated, the Agreement may be terminated prior to the seven years, at such time as the overall minority membership in each signatory union shall be proportionate to the minority population in Alaska. If any party wishes to terminate or modify this Agreement, he must give the other parties written notice of this intent not less than 60, nor more than 90 days prior to the annual renewal date hereof.

Section (D) - Union Membership, Initiation Fees and Dues

It is understood that all minority persons who are employed as journeymen and apprentices and all advanced trainees and trainees who successfully complete job-related training programs established herein shall be afforded the opportunity to become union members. Further, persons who participate in the trainee classifications shall be afforded that level of membership commensurate with the time and/or level of training they have had within the jurisdiction of the individual union unit, so long as such placement does not violate any Federal law or application thereof. All minority persons who become union members pursuant to this Agreement shall be required to pay the current union fees and dues for the appropriate Union. Furthermore, all minority persons shall be afforded the maximum length of time to pay such dues and fees that has been accorded to any other union member or prospective member. A revolving fund may be set up for this purpose by the Committee.

Section (E) - Modification of Existing Collective Bargaining Agreements

To the extent that the provisions of all collective bargaining agreements between the Contractors and Unions who are parties to this Agreement conflict with the terms of this Agreement, Contractors and Unions agree to make every attempt to modify such collective bargaining agreements.

Section (F) - Review of Effectiveness of this Agreement

Each year for the duration of this Agreement, the Committee shall review the effectiveness of the procedures and specific goals established herein. This review shall have as its objective, the determination of whether these procedures are achieving the result of improving employment opportunity for minority persons in the construction industry. The review of the specific goals established herein shall lead to a determination whether the specific goals adequately reflect the construction labor market situation at the time.

If construction of the Alaska pipeline occurs or there is a significant increase in construction activity, the Committee shall review and escalate goals when either of the following conditions occur:

- (1) An announcement that the construction of the Trans Alaska Pipeline will begin.
- (2) A project or projects will be constructed having a major economic impact on the construction industry that is estimated to result in a number of new jobs greater than 5% of the number of persons employed in construction during the peak month of the previous construction season.

Failure to modify the goals upward within a reasonable time may result in revocation of the approval given by Interior and Labor, OFCC, to this Plan.

Should the Committee determine that the goals should be modified such modification may be made only upon a vote of two-thirds (2/3) of its membership and with the approval of the U.S. Departments of Interior and Labor, OFCC.

The signatory parties hereto, having exchanged promises and other good and valuable consideration, do consider this Agreement to be legally binding upon themselves, their agents, servants and assigns, including joint apprenticeship committees. All efforts will be made to resolve disputes between parties concerning the interpretation or application of this Agreement by informal methods of conference, conciliation, arbitration, mediation and persuasion.

APPENDIX I

SUMMARY OF OPERATION OF AREA WIDE
MULTI EMPLOYER PROGRAMMING

THE CONSTRUCTION INDUSTRY - QUARTERLY REPORT

AREA _____

QUARTER ENDING _____

REPORTING UNIT _____

Director _____

Address _____

Phone _____

	Total	American Indian	Eskimo	Aleut	Oriental	Span. American	Black
I. RECRUITING - Person contacted - Total							
(a) High Schools							
(b) Vocational High Schools							
(c) Apprentice Information Center							
(d) Other							
II COUNSELING - PERSONS ADVISED - Total							
(a) from recruiting program							
(b) from other sources							
(c) encouraged to continue							
(d) encouraged to try other fields							
III Interest shown in counseling							
(a) Interested in construction							
Specific trades							
1.							
2.							
3.							
4.							
(b) Not interested							
1.							
2.							
3.							
4.							

APPENDIX I

IV CLASSIFICATION - Total Classified

- (a) Journeymen
- (b) Apprentices
- (c) Advanced Trainees
- (d) Other
- (e) Classification by trade
 - Specific Trade
 - 1. _____
 - 2. _____

V Entering Training Program - Total

- (a) Schooling Program (non-job)
- (b) On the job training
- (c) Combined Schooling and Job Training

VI Concluding training program

- (a) Schooling
- (b) On the Job Training
- (c) Combined Schooling and Job Training
- (d) Disposition
 - 1. Employment in construction
 - 2. Employment elsewhere
 - 3. Other

VII Employment Opportunity

- (a) Referred to Union Hiring Hall
 - 1. Place on Job
 - 2. On waiting list for job
 - 3. Rejected
- (b) Referred directly to employer
 - 1. employed directly
 - 2. employed after union approval
 - 3. on wait list for job
 - 4. rejected

	Total	American Indian	Eskimo	Aleut	Oriental	Span. American	Black
IV CLASSIFICATION - Total Classified							
(a) Journeymen							
(b) Apprentices							
(c) Advanced Trainees							
(d) Other							
(e) Classification by trade							
Specific Trade							
1. _____							
2. _____							
V Entering Training Program - Total							
(a) Schooling Program (non-job)							
(b) On the job training							
(c) Combined Schooling and Job Training							
VI Concluding training program							
(a) Schooling							
(b) On the Job Training							
(c) Combined Schooling and Job Training							
(d) Disposition							
1. Employment in construction							
2. Employment elsewhere							
3. Other							
VII Employment Opportunity							
(a) Referred to Union Hiring Hall							
1. Place on Job							
2. On waiting list for job							
3. Rejected							
(b) Referred directly to employer							
1. employed directly							
2. employed after union approval							
3. on wait list for job							
4. rejected							

VIII EMPLOYMENT EXPERIENCE During Period

- (a) Journeymen
- (b) Apprentices
- (c) Advanced Trainees
- (d) Trainees
- (e) Other Construction
- (f) Not in Construction
- (g) Employment by trade

- Specific trades
for persons who dropped out
- 1. 30 days or less
 - 2. 90 days or less
 - 3. 180 days or less
 - 4. 360 days or less
 - 5. More than 360 days

IX Average earnings of persons in program
Total

- (a) Journeymen
- (b) Apprentices
- (c) Advanced Trainees
- (d) Trainees
- (e) Others in Construction
- (f) Others not in Construction

X Average hours worked by persons in program

- (a) Journeymen
- (b) Apprentices
- (c) Advanced Trainees
- (d) Trainees
- (e) Others in Construction
- (f) Others not in Construction

	Total	American Indian	Eskimo	Aleut	Oriental	Span. American	Black
VIII							
(a)							
(b)							
(c)							
(d)							
(e)							
(f)							
(g)							
Specific trades							
for persons who dropped out							
1.							
2.							
3.							
4.							
5.							
IX							
Total							
(a)							
(b)							
(c)							
(d)							
(e)							
(f)							
X							
Average hours worked by persons in program							
(a)							
(b)							
(c)							
(d)							
(e)							
(f)							

ALASKA PLAN POLICY BOARD, INC.

2636 SPENARD ROAD • ANCHORAGE, ALASKA 99503 • PHONE (907) 276-1313

CONTRACTOR'S MONTHLY MANPOWER UTILIZATION REPORT

NAME OF CONTRACTOR
 ADDRESS:
 TRADE:

TELEPHONE NO:
 DATE:

CLASSIFICATION	MAN HOURS OF EMPLOYMENT												Total No. Minority Emp.		Total No. Employees		% Minority Man hours	
	White		Black		AK Native Amer. Ind.		Asian American		Hispanic		Total		M	F	M	F	M	F
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
JOURNEYMAN																		
HELPER																		
APPRENTICE																		
TRAINEE																		

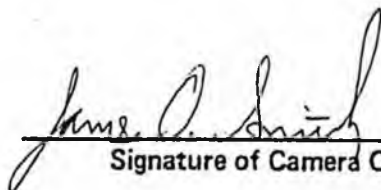
GOAL: 8% FEMALE HIRE
 (6% White - 2% Minority)
 25% MINORITY HIRE



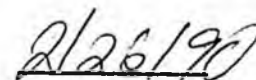
RECORDS CERTIFICATION



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



Signature of Camera Operator



Date

100.0 - Build + assemble +
insulate building they
already have.

38.5 - Repair 7 pipes @ 5.5

17.5 - $\frac{1}{2}$ time person from
present to 5/1/78; FT
fr. 5/1/78 to 7/1/78

10.0 - Contingency + maint.

166.0

CSSB 232

COMMITTEE REPORT

3-14-77

HOUSE

7-21-77 Date

Mr. Speaker:

The Committee on FINANCE has had CSSB 232 under consideration. A majority of the members of the Committee

- recommends it do pass
- recommends it do not pass
- recommends it do pass with attached amendment(s)
- recommends it be replaced with HCS for CSSB 232 and that HCS for CSSB 232 do pass
- (and) recommends it be referred to the _____ committee
- reports it back without recommendation
- AND attaches a report of its intent
- (other) _____

MEMBERS SIGNING THE MAJORITY REPORT:

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

MEMBERS NOT CONCURRING IN THE MAJORITY REPORT:

_____ recommends: _____

_____ recommends: _____

_____ recommends: _____

[Signature]
Chairman

Original sponsor: Kerttula

1 IN THE SENATE

BY THE FINANCE COMMITTEE

2

HOUSE CS FOR CS FOR SENATE BILL NO. 232

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

TENTH LEGISLATURE -- FIRST SESSION

5

A BILL

6

For an Act entitled: "An Act making a special appropriation to the Department of Education for the Transportation Museum of Alaska, Inc.; and providing for an effective date."

7

8

9

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

10

* Section 1. The sum of \$166,000 is appropriated from the general fund to the Department of Education for the purpose of making a direct grant to the Transportation Museum of Alaska, Inc.

11

12

13

* Sec. 2. This Act takes effect July 1, 1977.

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MEMORANDUM

State of Alaska

TO: Legislative Affairs

DEPT. _____
DIV. _____
SEC. _____

DATE : 4-22-77

FROM: Rebecca Enger
House Finance

SUBJECT: HCS for CSSB 232

Please prepare an HCS and return to
me in Room 411 Monday morning.
Thanks.

Offered: 4/11/77
Referred: Rules

Original sponsor: Kerttula

1 IN THE SENATE

BY THE FINANCE COMMITTEE

2 H CS FOR^{CS} SENATE BILL NO. 232

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 TENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making a special appropriation to the Depart-
7 ment of Education for the Transportation Museum of
8 Alaska, Inc.; and providing for an effective date."

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

10 * Section 1. The sum of ^{8166,000} ~~868,000~~ is appropriated from the general fund to
11 the Department of Education for the purpose of making a direct grant to the
12 Transportation Museum of Alaska, Inc.

13 * Sec. 2. This Act takes effect July 1, 1977.
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100.0 - Build + assemble +
insulate building they
already have.

38.5 - Repair 7 planes @ 5.5

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present to 5/1/78; FT
fr. 5/1/78 to 7/1/78

10.0 - Contingency + maint.

166.0

CSSB 232

Original sponsor: Kerttula

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BY THE FINANCE COMMITTEE

2

HOUSE CS FOR CS FOR SENATE BILL NO. 232

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IN THE LEGISLATURE OF THE STATE OF ALASKA

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TENTH LEGISLATURE - FIRST SESSION

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**Transportation Museum
of Alaska Inc.**

Jack E. Maze, Curator

April 22, 1977

Representative Al Ose
Pouch V
Juneau, AK 99811

Dear Al,

I'm hoping this reaches you before the Hearing. I've enclosed break-downs for the \$100,000 operating budget, \$100,000 capital budget, and \$68,000 Insurance money.

The operating budget has been pared down to include only the bare necessities. You will note that time will limit us to restoring only three (3) planes during the upcoming fiscal year. We feel the wages are certainly not exorbitant, in fact they are low when compared to the work that is performed by these people. I have included job descriptions of the three major positions for your reference. In addition to the descriptions, the Curator and Admin. Asst. (Sara and I in other words) will be spending many hours cleaning the interior of the Alaska Unlimited train cars, which will be on the grounds by the middle of May. Historic railway artifacts have to be rearranged and a thorough cleaning accomplished before the train will be presentable for public viewing.

The capital budget is fairly self explanatory. You know the need for the building is great. We MUST move out of the Fair's buildings soon, and the elements can not be trusted well enough for us to simply store the already damaged artifacts outside. We need a building of our own. Desparately.

We feel that since the \$68,000 is not an appropriation, but really the Museum's money, we should not have to wait until the new fiscal year begins. In other words - we would like to have it as soon as possible.

Once we have the assurance that some type of appropriation has been made, we will let out a contract on the concrete week for the building. The sooner we can begin the better.

We anticipate using the Summer Youth Program to provide us with guides and extra help during the summer months. After that we will be relying on volunteers for such things.

I would like to stress one more important aspect. Beginning the

Reg. Camper
*I didn't have this information
when I testified on AB 232
ose*

**Transportation Museum
of Alaska Inc.**

Jack E. Maze, Curator

Rep. Al Ose

-2-

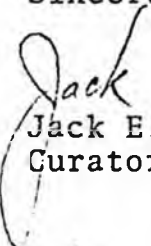
April 22, 1977

first of June, 1977 the Museum will be open 260 days a year, 5 days a week, Wed.- Sun., 10:00 - 4:30. Staff hours will be 8:30 to 5:00.

I hope this provides you with the needed information. We are sure thinking about you down there, and certainly appreciate the fine job you are doing.

As always, if you should need some more ammunition, we'll sure give it to you.

Sincerely,


Jack E. Maze
Curator

ssj

Enc.

TRANSPORTATION MUSEUM OF ALASKA, INC.

OPERATING BUDGET FY 1978

BUDGET DETAIL

110 SALARIES & WAGES

Curator	1	\$ 18,000
Restorer	1	16,800
Administrative Assistant	1	12,000
Part Time (2), Counted as 1	<u>1</u>	<u>10,400</u>
	4	57,200

120 Benefits & Costs (Workmen's Compensation,
Unemployment, FICA Taxes) 6,864

TOTAL 100 Series 64,064

210 Communications

Telephone	1,500
Postage	<u>700</u>
	2,200

220 Advertising & Printing

Forms, Stationary, Brochures, and Notices	1,200
--	-------

230 Rent & Utilities

Electricity, Fuel & Rent	8,000
--------------------------	-------

240 Transportation & Travel

Legislative Hearings - Juneau	1,500
Museum Instruction - State Museum	
Touring other Museums	
Mileage	

250 Insurance & Bond

Fire & Liability	2,700
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260 Professional Fees & Services

Memberships and Subscriptions	400
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270 Other Contractual

Office Equipment Repair & Maintenance	<u>200</u>
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TOTAL 200 Series 16,200

TRANSPORTATION MUSEUM OF ALASKA, INC.

OPERATING BUDGET FY 1978

-2-

310	Clothing & Personnel Supplies		
	Shop Coats, Laundering, Name Tags	\$	350
320	Food		
	Coffee, Creme, Sugar		200
330	Office Supplies		
	Paper, Ribbons, Staples, Etc.		750
340	Household Supplies		
	Brooms, Mops, Paper Towels, Cleaning Solvents for photographs & memborbila, Soaps, Etc.		350
350	Other Supplies (Misc.)		
	Misc. Hand Tools, Lubricants, Preservatives, Paint, Fabric, etc. for the Keystone-Loening, Stinson JR-SR, and Fairchild "71", which will be restored during FY 1978. It is estimated that materials for one plane are \$5,500.		<u>17,586</u>
			TOTAL 300 Series 19,236
500	Equipment		
	5 Drawer Filing Cabinet, Typing Table, Hydrolic cylinders for wing jacks.		500
	TOTAL OPERATING BUDGET	\$	100,000

TRANSPORTATION MUSEUM OF ALASKA, INC.

CAPITAL BUDGET FY 1978

The following figures are based on the erection of the old ATM building, which was brought from Anchorage to Palmer in a dismantled fashion. It is presently resting in several pieces on the Alaska State Fairgrounds.

Land & Foundation Preparation	\$ 6,700
Cleaning of Smoke Damaged Metal	4,700
Movement of Materials to Site	500
Pouring of Floor and Foundation	26,000
Misc. Nuts, Bolts, & Track (for sliding doors)	3,000
Electrical Materials & Fixtures	11,000
Insulation	11,000
Glass replacement	2,500
Rental of Equipment (Forklift/Crane)	2,900
Labor to Erect Building (1600 hrs. @ \$10 per hr.)	16,000
Exterior Furance Room	3,000
Paint Room	3,500
Rest Rooms	1,500
Partitioning and subsquent painting of area to divide workshop and storage from a temporary exhibition hall.	3,500
Landscaping and Parking Lot	3,000
Architect and Emgineetinf fees for site prep- aration and design of floor.	<u>1,200</u>
TOTAL	100,000

TRANSPORTATION MUSEUM OF ALASKA, INC.

BREAKDOWN OF EXPENSES TO BE COVERED BY \$68,000 INSURANCE MONEY

Repayment of loan which was taken to continue operation through June 30, 1977.	\$ 27,500
Moving Track and ties from Anchorage to Palmer to provide resting place for the Alaska Unlimited Centennial train	2,500
Completing restoration of Whitney Section House already on the grounds.	15,000
Instulation of 1200 ft of fencing @\$8.75 per foot for security purposes.	10,500
Furance, heating system, and plumbing for Building which was brought from Anchorage, and is to be erect this spring and summer.	<u>12,500</u>
TOTAL	68,000

JOB DESCRIPTION

CURATOR

DEFINITION

Corporate Manager with direct responsibility to the Board of Directors.

TYPICAL WORK FUNCTIONS

Exercises all executive authority and powers of the corporation.

Carries out broad policies and specific programs of the corporation.

In capacity as chief executive officer is responsible for hiring and firing of staff, preparing budgets, grant applications and fund raising.

Responsible for other common management duties.

DISTINGUISHING FACTORS

In depth knowledge of the operation. Contact with others at a high level and on matters of a sensitive nature. The training of subordinates and to operate the day to day functions of the museum.

APPLICANT PRE-REQUISITES

Experience - Minimum: Five years management in an executive position, two years of which must have been in a public agency.

Education - Minimum: Completion of high school, supplemented by specialized courses.

OR SUBSTITUTING

any combination of experience and education which provides the applicant with the following typical attributes:

Considerable current knowledge of the literature, trends and developments in the field of museums.

Knowledge in the basic principles of supervision, organization and administration.

Knowledge of modern office practices and procedures.

Ability to plan, direct, supervise and coordinate the work of subordinates.

Ability to establish and maintain effective working relations with subordinates, public and private officials, and the public.

JOB DESCRIPTION
ADMINISTRATIVE ASSISTANT

DEFINITION

This is the assistant to the Curator.

TYPICAL WORK FUNCTIONS

Performs and/or oversees a variety of functions relating to the museum such as: stenography, typing, filing, correspondence, organizing tours and tour groups, overseeing funding projects, answering questions requiring considerable knowledge on specialized subjects.

Performs research and data acquisition, analysis and prepares graphs of information for reports and presentations.

Performs as librarian and receptionist.

Performs other common management duties.

DISTINGUISHING FACTORS

This class is distinguished from the lower classes by having full and final responsibility for the operation of the museum subject to the direction of the Curator and the Board of Directors.

APPLICANT PRE-REQUISITES

Experience - Minimum: Three years of progressively responsible work experience in the area of office management, one year of which must have been in a public agency.

Education - Minimum: Completion of high school.

OR SUBSTITUTING

any combination of experience and education which provides the applicant with the following typical attributes:

Knowledge of the basic principles of supervision, organization and administration.

Knowledge of modern office practices, procedures and office equipment.

Ability to plan, direct, supervise and coordinate the work of subordinates.

Ability to establish and maintain effective working relations with subordinates and the public.

JOB DESCRIPTION

RESTORER II

DEFINITION

Restores artifacts for public viewing.

TYPICAL WORK FUNCTIONS

Performs restoration of artifacts to original likeness.

Oversees work of subordinates.

Performs other duties as assigned.

DISTINGUISHING FACTORS

Fundamental knowledge of the operation and purpose of a transportation museum. Evaluates costs of restoring artifacts. Overall responsibility for the restoration of artifacts.

APPLICANT PRE-REQUISITES

Experience - Minimum: Five years rebuilding aircraft. Completed apprenticeship as air frame and power plant mechanic. Three years of which must have been in a certified aircraft rebuilding shop.

Education - Minimum: Completion of high school or G.E.D. equivalent, including or supplemented by specialized courses.

OR SUBSTITUTING

any combination of experience and education which provides the applicant with the following typical attributes:

Knowledge of reading and interpretation of diagrams, drawings and aircraft structures.

Ability to use wood and metal tools, arc and gas weld, mixing and spraying of paint, application of fabric and dope.

Ability to plan, supervise and coordinate the work of subordinates.

Ability to establish and maintain effective working relations with subordinates.