

LEGISLATIVE FINANCE-HOUSE / SENATE FINANCE COMM. FILES 8879

HB 154 cont. 471 62

STATE OF ALASKA 89-52 No. 10966553
 1252
 02-01-70-01
 THIS WARRANT WILL BE DEEMED PAID UNLESS REDEEMED WITHIN TWO YEARS AFTER DATE OF ISSUE PER AS 37.05.180

TREASURY WARRANT

PAYROLL

★ DO NOT FOLD SPINDLE OR MUTILATE

DATE OF ISSUE
 12-10-86

PAY



State Dated

DOLLARS | CENTS
 **4,090.81
 NOT VALID FOR OVER \$10,000.00

TO THE ORDER OF

HELENE J HENNINGS
 POUCH 7-027
 ANCHORAGE AK

PR121086

NG. 10966553

4,090.81 FEDERAL BANK OF ALASKA
 ANCHORAGE, ALASKA

Shea Pope
 GOVERNOR

10966553

125200523

000040908

STATE OF ALASKA

ROUTE SLIP

TO: Mail Station 0204	Department Admin	Division Finance
Attention Peggy Chandler		
<input type="checkbox"/> Approval <input type="checkbox"/> Signature <input type="checkbox"/> Comment <input type="checkbox"/> Contact Me <input type="checkbox"/> Prepare Reply <input type="checkbox"/> For Your File		
<input checked="" type="checkbox"/> Note & Return <input type="checkbox"/> Initial & Return <input type="checkbox"/> Return as Requested <input type="checkbox"/> Return for Approval <input type="checkbox"/> Necessary Action <input type="checkbox"/> For Your Information		
Remarks: State dated warrant Need appropriation for it.		
FROM: Mail Station	Department Admin	Division Services
By Judy Elovic	Date 3-16-89	

02-002 (REV 3-81)

Administrative Ser
 Administrative Ser
 IS # 0208
 3811

TREASURY WARRANT
STATE OF ALASKA

SD 9/24/87

89-52/1252 NO. 20087488

DATE OF ISSUE
08 19 85
MO DAY YR

\$836.00

PAY

DOLLARS	CENTS
\$ *****	836.00

TO THE ORDER OF

00000 20087488 20090622

BAUGH CONST & ENG CO
BOX 4-1515
ANCHORAGE AK 99509-0000

William J. Sheffield
GOVERNOR

⑈ 20087488 ⑈ ⑆ 125200523⑆

REMITTANCE ADVICE - STATE OF ALASKA TREASURY WARRANT - NOT NEGOTIABLE STOCK CONTROL NO. 20090622

WARRANT NO.	MO	DAY	YR	VENDOR	VENDOR ID
20087488	08	19	85	BAUGH CONST & ENG CO	BCE84736
STATE OFFICE				PHONE	DOCUMENT
JORGENSEN 1 2				907 465-2436	A00144740010
TYPE	REFERENCE NUMBER	DATE	COMMENTS	AMOUNT	
INV	24	04 25 85	DEPT OF NATURAL RESOURCES	836.00	
IND	B50425	00 00 00		0.00	
FOR SHELVING AND BACKING IN THE CLOSET IN ROOM 19 PER MEMORANDUM DATED 4/5/85					

SD 9-24-87

I'm not sure what to do with this. The vendor just found it in their drawer & now want another check. I say we don't owe them, it's their fault they mislabeled it for us.

MAKE INQUIRIES ABOUT PAYMENT TO OFFICE LISTED ABOVE

Roger C. Wassillie ...
P.O. Box General Delivery
Twin Hills, Alaska 99576-0000

March 22, 1989

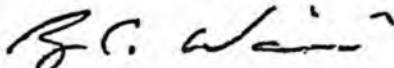
State of Alaska
Pouch
Juneau, Alaska 99811
ATTN: Treasury Warrant

Dear Sir:

I would like to be reissued another check for \$3.00. The initial check dated 03/29/86 was returned because it was stale dated. The check number is: 20375206. I lost it and found it, cashed it but the bank returned it.

Should you have any questions, please feel free to call me at : (907)525-4213.

Sincerely,



Roger C. Wassillie
General Delivery
Twin Hills, AK 99576-0000

This warrant will be deemed paid unless redeemed within two years after the date of issue per AS 37.05.180

DATE OF ISSUE

03 29 86

MO DAY YR

TREASURY WARRANT
STATE OF ALASKA
MAR 16 89
Stale Dated

89-52/1232 NO. 20375206

\$3.00

PAY

DOLLARS	CENTS
*****	300

TO THE ORDER OF

00000

20375206 20380561

ROGER C WASSILLIE
GEN DEL

TWIN HILLS AK 99576-0000

William J. Sheffield
GOVERNOR

⑈ 20375206 ⑆ ⑆ 125200523 ⑆

⑈0000000300⑈

MEMORANDUM

DOA
State of Alaska

TO: Alison Elgee
Director
Division of Budget Review
Office of Management and Budget
Office of the Governor

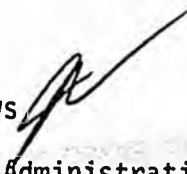
DATE: April 7, 1989

FILE NO:

TELEPHONE NO: 465-2200

THRU:

SUBJECT: FY 89 Supplemental

FROM: John M. Andrews 
Commissioner
Department of Administration

The Department of Administration has identified an additional obligation of \$97.6 to be included in the department's miscellaneous claims supplemental. The Division of Finance has been working with Internal Revenue Service (IRS) auditors to reconcile amounts owed by the State to the federal government. This obligation is a result of the State's failure to file backup withholding on payments to various vendors by several departments during the 1985 and 1986 tax years. This problem has since been corrected in the State accounting system (AKSAS) with an edit that prevents a warrant from being generated unless there is an appropriate tax identification number for the vendor on file. The amount owed to the federal government is comprised of the backup withholding, civil penalties and interest compounded at 11% per annum. The supplemental amount includes a prorated amount for interest through July when the warrant will be issued to the federal government.

If you have any questions regarding this request or require additional information, please contact Mike Maher at 465-2277.

JMA/MM/p1
1D4/0406-01

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 101500, Anchorage, Alaska 99510

Joe Thomas, Supervisor
State of Alaska, Div. of Finance
Box C
Juneau, Alaska 99811

April 3, 1989

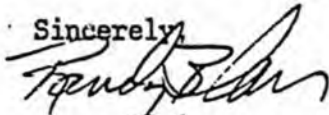
Dear Mr. Thomas,

I have computed the amounts due through July 31, 1989. When the bill is approved please give me a call so that we can compute the exact amount that would be due from the State of Alaska.

Form Number	Tax Period	Tax Balance	Accumulated Interest	Amount Owed
941	03/31/85	\$4,823.56	\$2,642.28	\$ 7,465.84
941	06/30/85	4,823.56	2,418.43	7,241.99
941	09/30/85	4,823.56	2,216.06	7,039.62
941	12/31/85	4,823.56	2,029.42	6,852.98
941	03/31/86	8,862.27	3,425.36	12,287.63
941	06/30/86	8,862.27	3,129.72	11,991.99
941	09/30/86	8,862.27	2,860.79	11,723.06
941	12/31/86	8,862.27	2,597.87	11,421.43
Civ Pen	12/31/85	4,000.00	366.45	4,366.45
Civ Pen	12/31/86	7,007.37	625.89	7,633.26
Civ Pen	12/31/87	8,749.36	841.17	<u>9,591.17</u>
Total Due				\$97,615.42 =====

If you have any questions please call me at (907)261-4375.

Sincerely,



Randy Blair
Revenue Officer Examiner

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 101500, Anchorage, Alaska 99510

RECEIVED
DIVISION OF FINANCE

'89 MAR 9 AM 9 26

Joe Thomas, Supervisor
State of Alaska, Div. of Finance
Box C
Juneau, Alaska 99811

Dear Mr. Thomas,

Thank you for the additional information supplied. Based on that information, I have requested an adjustment to the State of Alaska's account. Enclosed is a list of the individual and companies that meet the criteria for abatement of the backup withholding.

The following list reflects the adjusted tax and interest due through March 23, 1989:

Form Number	Tax Period	Tax Balance	Accumulated Interest	Amount Owed
941	03/31/85	\$4,823.56	\$2,331.54	\$ 7,155.10
941	06/30/85	4,823.56	2,112.70	6,936.26
941	09/30/85	4,823.56	1,923.06	6,746.62
941	12/31/85	4,823.56	1,744.18	6,567.74
941	03/31/86	8,862.27	2,913.92	11,776.19
941	06/30/86	8,862.27	2,630.58	11,492.85
941	09/30/86	8,862.27	2,372.84	11,235.11
941	12/31/86	8,862.27	2,120.87	10,983.14
Civ Pen	12/31/85	4,000.00	184.71	4,184.71
Civ Pen	12/31/86	7,007.37	308.17	7,315.54
Civ Pen	12/31/87	8,749.36	442.61	<u>9,191.97</u>
			Total Due	\$93,584.23 =====

If payment is not made by this date I will proceed with enforced collections to satisfy this liability. If you have any questions please call me at (907)261-4375.

Sincerely,


Randy Blair
Revenue Officer Examiner

Enclosures: Pub 1388, list of vendors, breakdown by qtr.

4/4/89
51

The attached is the list of vendors per the IRS audit on which the State is being required to pay backup withholding.

The total amount owed for the 1985 and 1986 tax years per Randy Blair's calculations is:

Backup withholding	\$54,743.32	(we show \$54,761.28)
B/U W/H interest	18,149.69	
Civil penalties	11,007.37	
Civil penalty interest	<u>492.88</u>	
Total Due by 3/23/89	<u>\$84,393.26</u>	

The \$8,300 civil penalty for tax period ending 12/31/87 and related interest is not a result of this IRS audit. It is due to the Department of Corrections failure to file 1099 INT on magnetic media and is a separate issue. However, any request for supplemental appropriation should include this penalty and the related interest.

Per Randy Blair, IRS Anchorage (261-4375), the amount due will increase on a daily basis at 11% per annum (.030196471% per day). Therefore, the supplemental request should include sufficient funds to pay for additional interest from 3/23/89 until the date paid.

The total due, per IRS, as of 3/23/89 for 1985, 1986, and 1987 was \$93,584.23 (see attached letter).

List of vendors with only the failure to file penalty.

Vendor 1985	Payment Amount	Corporation	form 4669 furnished	PENALTY
- ARH84003	18,750.00		18,750.00	50.00
- BEI85296	850.00		850.00	50.00
- BES85344	1,750.00		1,750.00	50.00
- BIC84174	1,390.00		1,390.00	50.00
- CAG84238	2,262.50		2,262.50	50.00
- CAP85344	1,122.50		1,122.50	50.00
- CHD85274	919.20		919.20	50.00
- CTS85361	782.50		782.50	50.00
- DCS86022	840.00		840.00	50.00
- DOH84234	8,500.00		8,500.00	50.00
- DUK84306	25,375.50		25,375.50	50.00
- FRI84348	2,575.34		2,575.34	50.00
- FTA85234	59,291.85		59,291.85	50.00
- GEW85263	868.00		868.00	50.00
GHT84355	708.00		708.00	50.00
GLW84348	7,560.00		7,560.00	50.00
GWE84103	1,085.00		1,085.00	50.00
JCL85263	831.25		831.25	50.00
JEN86022	986.00		986.00	50.00
JOB86022	4,800.00		4,800.00	50.00
JPY84017	10,087.50		10,087.50	50.00
LAD84237	4,767.00		4,767.00	50.00
MAM84018	5,807.80		5,807.80	50.00
MGI85326	800.00		800.00	50.00
MGN84101	2,830.00		2,830.00	50.00
NEC86022	905.00		905.00	50.00
NON86022	2,709.32		2,709.32	50.00
NUR85365	750.00		750.00	50.00
PAM86022	925.00		925.00	50.00
PEA84292	950.80		950.80	50.00
PPT84264	1,295.00		1,295.00	50.00
QUT84055	1,385.00		1,385.00	50.00
REM84334	1,068.00		1,068.00	50.00
RMP85263	3,030.00		3,030.00	50.00
ROS85240	18,897.80		18,897.80	50.00
ROT84035	663.00		663.00	50.00
RSM85297	8,140.00		8,140.00	50.00
SJC85340	1,660.00		1,660.00	50.00
STP85226	2,680.00		2,680.00	50.00
TEE85326	5,000.00		5,000.00	50.00
THD85344	2,606.25		2,606.25	50.00
TJB85287	18,000.00		18,000.00	50.00
TLF86028	1,886.58		1,886.58	50.00
TVC85316	2,602.30		2,602.30	50.00
TVP84010	1,455.00		1,455.00	50.00
WGI85358	2,000.00		2,000.00	50.00

Failure to file penalty at \$50

\$2,300.00

List of vendors with required backup withholding and penalty.

AKSAS Vendor Number	Vendor Payment Amount	Reason for excluding from reporting		Reportable Backup W/H Required	Penalty
		Vendor is a Corporation	Valid form 4669 furnished		
1985					
- AEA85263	1,128.00			1,128.00	50.00
- ALC84075	750.00			750.00	50.00
- ALL84103	1,499.85			1,499.85	50.00
- ASP84355	600.00			600.00	50.00
- AUA85214	1,100.00			1,100.00	50.00
- BAE84216	2,654.45			2,654.45	50.00
- BAR84024	4,955.91			4,955.91	50.00
- BOW84227	1,788.12			1,788.12	50.00
- CHM84122	1,175.00		1,175.00	1,175.00	50.00
- CHU85284	1,880.00			1,880.00	50.00
- DAA84017	984.00			984.00	50.00
- DIC84348	719.00			719.00	50.00
- FRF86013	2,400.00			2,400.00	50.00
- FTC85295	1,480.00			1,480.00	50.00
GLM84075	1,842.50			1,842.50	50.00
GRM85333	1,494.00			1,494.00	50.00
GWR86015	4,000.00			4,000.00	50.00
IRN84278	1,100.00			1,100.00	50.00
IRR84017	1,064.58			1,064.58	50.00
JOS85350	660.00			660.00	50.00
KAL84285	600.00			600.00	50.00
KLC85212	5,119.00			5,119.00	50.00
LCD84770	3,309.00			3,309.00	50.00
LRF84171	4,174.00			4,174.00	50.00
MAD85344	1,028.50			1,028.50	50.00
NIE84208	22,105.66			22,105.66	50.00
NMD84094	663.00			663.00	50.00
NOC86028	752.00			752.00	50.00
RAK84335	1,804.60			1,804.60	50.00
RUT84334	890.00			890.00	50.00
SUD84164	3,357.67			3,357.67	50.00
TIW85326	990.00		990.00	990.00	50.00
TOT84285	13,906.90			13,906.90	50.00
VIM84266	4,500.00		4,500.00	4,500.00	50.00
1985	<u>96,475.74</u>		<u>6,665.00</u>	<u>96,475.74</u>	
Backup Withholding at 20%				\$19,295.15	
Failure to file penalty at \$50					<u>1,700.00</u>

Reason for excluding
from reporting

<u>AKSAS Vendor Number</u>	<u>Vendor Payment Amount</u>	<u>Vendor is a Corporation</u>	<u>Valid form 4669 furnished</u>	<u>Reportable Backup W/H Required</u>	<u>Penalty</u>
1986					
ACS85288	637.50			637.50	100.00
ASP84355	3,500.00			3,500.00	100.00
BRS86210	5,000.00			5,000.00	100.00
CBH86143	9,191.60			9,191.60	100.00
CJE85330	790.00		790.00	790.00	100.00
CSS86100	1,845.00			1,845.00	100.00
DAD84313	625.00			625.00	100.00
DLS85340	625.00			625.00	100.00
FTC85295	2,685.00			2,685.00	100.00
GRM86029	2,650.00			2,650.00	100.00
GWR86015	4,500.00			4,500.00	100.00
HBP85024	944.30			944.30	100.00
HOE86260	4,262.50			4,262.50	100.00
JDP86231	3,835.34			3,835.34	100.00
JOR86251	738.00			738.00	100.00
KAR85343	1,914.00			1,914.00	100.00
KBM84826	4,240.00			4,240.00	100.00
KID86035	14,395.66			14,395.66	100.00
LLG85203	5,325.00			5,325.00	100.00
LMS86336	1,120.00			1,120.00	100.00
MDM86318	1,900.00		1,900.00	1,900.00	100.00
MED85351	1,374.75			1,374.75	100.00
MOT86016	987.50			987.50	100.00
PAD86118	600.00			600.00	100.00
PEJ86245	675.00			675.00	100.00
PJS86263	4,200.00	4,200.00		4,200.00	100.00
PWC86003	88,416.00			88,416.00	100.00
REM85344	900.00			900.00	100.00
SUB85287	1,270.00			1,270.00	100.00
SUD84164	3,320.25			3,320.25	100.00
TLF86028	1,440.00			1,440.00	100.00
UNH85360	1,360.00			1,360.00	100.00
WIO86076	2,063.25		2,063.25	2,063.25	100.00
1986	177,330.65	4,200.00	4,753.25	177,330.65	
Backup Withholding at 20%				\$35,466.13	
Failure to file penalty at \$100					<u>3,200.00</u>
Total Backup Withholding 1985 and 1986				<u>\$54,761.28</u>	

1986			
ANH86136	69,545.95	69,545.95	100.00
APE86120	2,216.42	2,216.42	100.00
APS86052	3,040.00	3,040.00	100.00
ASR86260	36,015.00	36,015.00	100.00
BAM86055	1,882.00	1,882.00	100.00
BEE85228	6,808.97	6,808.97	100.00
BEI85296	3,180.00	3,180.00	100.00
DAH86147	1,310.00	1,310.00	100.00
DAW84356	830.00	830.00	100.00
DIC84348	3,808.80	3,808.80	100.00
DTS86247	6,964.95	6,964.95	100.00
EMS86293	935.00	935.00	100.00
GWA84150	1,430.00	1,430.00	100.00
HAB84159	3,100.00	3,100.00	100.00
HAO86246	1,200.00	1,200.00	100.00
HAR84124	39,991.65	39,991.65	100.00
IGD84142	8,832.00	8,832.00	100.00
JAP86023	900.00	900.00	100.00
JPY84017	19,062.50	19,062.50	100.00
KIJ86094	11,691.00	11,691.00	100.00
LAD84237	1,084.00	1,084.00	100.00
LEM86003	2,540.00	2,540.00	100.00
LIP85298	1,000.00	1,000.00	100.00
MIC86288	2,250.00	2,250.00	100.00
NAJ84111	17,000.00	17,000.00	100.00
NRM84237	5,573.00	5,573.00	100.00
OFF86309	4,325.53	4,325.53	100.00
PAH86008	840.00	840.00	100.00
PSA84355	22,707.50	22,707.50	100.00
PTL86059	1,310.00	1,310.00	100.00
RET86016	1,120.00	1,120.00	100.00
RLP86303	2,250.00	2,250.00	100.00
SAA84179	687.75	687.75	100.00
SHW86141	1,020.00	1,020.00	100.00
TTC86330	2,380.00	2,380.00	100.00
TVP84010	2,343.20	2,343.20	100.00
VES86337	1,609.30	1,609.30	100.00
VIM84266	2,500.00	2,500.00	100.00

Failure to file penalty at \$100

\$3,800.00

Total Penalties

\$11,000.00

Vendors which required backup withholding in 1985
Breakdown by Department

Vendor NUMBER	Department											Totals	
	02	04	05	06	10	11	12	20	21	25	41		
AAA85263									1,128.00				1,128.00
ALC84075											750.00		750.00
ALL84103							1,499.85						1,499.85
ASP84355											600.00		600.00
AUA85214										1,100.00			1,100.00
BAE84216				2,654.45									2,654.45
BAR84024								4,955.91					4,955.91
BDW84227	1,788.12												1,788.12
CHM84122				1,175.00									1,175.00
CHU85284				1,880.00									1,880.00
DAA84017				984.00									984.00
DIC84348							719.00						719.00
FRF86013			2,400.00										2,400.00
FTC85295			1,225.00	255.00									1,480.00
GLM84075				1,842.50									1,842.50
GRM85333					1,494.00								1,494.00
GWR86015						4,000.00							4,000.00
IRN84278			1,100.00										1,100.00
IRR84017	1,064.58												1,064.58
JOS85350					660.00								660.00
KAL84285				600.00									600.00
KLC85212					5,119.00								5,119.00
LCD84770			81.00	3,228.00									3,309.00
LRF84171					4,174.00								4,174.00
MAD85344	1,028.50												1,028.50
NIE84208										22,105.66			22,105.66
NHD84094				663.00									663.00
NOC86028											752.00		752.00
RAK84335	1,207.00									597.60			1,804.60
RUT84334				890.00									890.00
SUD84164			400.00	2,957.67									3,357.67
TIW85326					990.00								990.00
TOT84285		753.60			13,153.30								13,906.90
VIM84266	4,500.00												4,500.00
Totals	9,588.20	753.60	5,206.00	17,129.62	25,590.30	4,000.00	2,218.85	4,955.91	1,128.00	23,803.26	2,102.00		96,475.74
Backup W/H at 20%	1,917.64	150.72	1,041.20	3,425.92	5,118.06	800.00	443.77	991.18	225.60	4,760.65	420.40		19,295.15
PERCENT	9.94	0.78	5.40	17.76	26.53	4.15	2.30	5.14	1.17	24.67	2.18		100.00

Vendors which required backup withholding in 1986
Breakdown by Department

Vendor Number	Department														Totals	
	02	03	04	05	06	09	10	11	12	18	21	25	31	41		
AGB85288				637.50												637.50
APP84395									3,500.00							3,500.00
BRS86210								5,000.00								5,000.00
CBH86143					9,191.60											9,191.60
CJE85330					790.00											790.00
CSS86100								1,845.00								1,845.00
DAD84313					625.00											625.00
DLS85340				625.00												625.00
FTC85295				2,685.00												2,685.00
GRM86029								2,650.00								2,650.00
GWR86015									4,500.00							4,500.00
HBP85024			944.30													944.30
HOE86260						262.50		4,000.00								4,262.50
JDP86231	3,835.34															3,835.34
JOR86251								738.00								738.00
KAR85343				1,914.00												1,914.00
KBH84826	4,000.00													240.00		4,240.00
KID86035										14,395.66						14,395.66
LLG85203												5,325.00				5,325.00
LMS86336									1,120.00							1,120.00
MDH86318					1,900.00											1,900.00
MED35351				810.00	222.50				342.25							1,374.75
MOT86016					987.50											987.50
PAD86118													600.00			600.00
PEJ86245		675.00														675.00
PJS86268	4,200.00															4,200.00
PWC86003												88,416.00				88,416.00
REM85344							900.00									900.00
SUB85287					1,270.00											1,270.00
SUD84164					3,320.25											3,320.25
TLF86028									1,440.00							1,440.00
UNH85360					1,360.00											1,360.00
WIO86076	2,063.25															2,063.25
TOTALS	6,063.25	8,710.34	944.30	6,671.50	19,666.85	262.50	10,395.00	9,238.00	5,282.25	1,120.00	14,395.66	93,741.00	600.00	240.00	177,330.65	
BACKUP W/H																
AT 20%	1,212.65	1,742.07	188.86	1,334.30	3,933.37	52.50	2,079.00	1,847.60	1,056.45	224.00	2,879.13	18,748.20	120.00	48.00	35,466.13	
PERCENT	3.42	4.91	0.53	3.76	11.09	0.15	5.86	5.21	2.98	0.63	8.12	52.86	0.34	0.14	100.00	

Penalties assessed for failure to file in 1986
Breakdown by department

Vendor Number	02	03	04	05	06	08	09	10	11	12	20	21	25	31	41	Total
ACS85288				100.00												100.00
ANR88136					100.00											100.00
APE86120		100.00														100.00
APB86082					100.00											100.00
ASP84355										100.00						100.00
ASR86260										50.00			50.00			100.00
BAH86055					100.00											100.00
BEE85228								100.00								100.00
BEI85296					100.00											100.00
BRS86210								100.00								100.00
CBH86143					100.00											100.00
CJE85330					100.00											100.00
CSS86100								100.00								100.00
DAD84313					100.00											100.00
DAH86147	50.00														50.00	100.00
DAW84356									100.00							100.00
DIC84348										100.00						100.00
DLS85340				100.00												100.00
DTS86247								100.00								100.00
EMS86293								100.00								100.00
FTC85295				100.00												100.00
GRM86029								100.00								100.00
GWAB4150								100.00								100.00
GWR86015									100.00							100.00
HAB84159	100.00															100.00
HAO86246										100.00						100.00
HAR84124									100.00							100.00
HBP85024			100.00													100.00
HOE86260							50.00		50.00							100.00
IGD84142													100.00			100.00
JAP86023		100.00														100.00
JDP86231		100.00														100.00
JOR86251									100.00							100.00
JPY84017					100.00			100.00								100.00
KAR85343				100.00												100.00
KBM84826	50.00														50.00	100.00
KID86035												100.00				100.00
KIJ86094													100.00			100.00
LAD84237				100.00												100.00
LEM86003	50.00			50.00												100.00
LIP85298								100.00								100.00
LLG85203													100.00			100.00
LMS86336										100.00						100.00
MDM86318					100.00											100.00
MED85351				33.33	33.33					33.34						100.00
MIC86288											100.00					100.00

MEMORANDUM

State of Alaska

TO: Alison Elgee
Director
Division of Budget Review
Office of Management and Budget
Office of the Governor

DATE: March 15, 1989

FILE NO:

TELEPHONE NO: 465-4404

THRU: John M. Andrews
Commissioner
Department of Administration

SUBJECT: Arbitration Award
LTC: 12-26-86

FROM: Bruce Cummings
Director
Division of Labor Relations
Department of Administration

*4/6/89: Benefit portion of
this award not required
to meet Arbitrator's decision
can reduce to Wages
only - \$248,545 - JL - DBR*

As explained in more detail below, we request that the Governor's supplemental request be amended by an additional \$333,050 in personal services to cover the State's liability for an arbitrator's award.

By Executive Order, President Reagan directed that most executive departments and agencies of the federal government be closed on December 26, 1986. Public Employees Local #71 representing the Labor, Trades and Crafts (LTC) bargaining unit filed a grievance alleging that the Executive Order constituted a presidential proclamation, which entitled all LTC employees who worked on December 26, 1986, to overtime for all hours worked under the existing LTC Agreement. An arbitrator upheld that position in early 1988. The State subsequently took the unusual step of appealing the arbitrator's decision to Superior Court. The court concluded that there were no grounds to overturn the decision, given the substantial presumption in favor of upholding the authority of an arbitrator in such circumstances.

Each departmental Personnel Officer was asked to estimate the financial impact of the arbitration award. The estimates reported below reflect wage entitlements including leave reinstatement as indicated as well as benefits figured at 34 percent.

<u>Department</u>	<u>Additional Expense</u>		
	<u>Wages</u>	<u>Leave Reinstatement Included?</u>	<u>Benefits</u>
Administration	\$ 28,946		\$ 9,841
Law	0	(No LTC employees)	0
Revenue	0	(No LTC employees)	0
Education	1,709	Yes	581

Health and Social Services	13,075	Yes	4,445
Labor	7,060	Yes	2,400
Commerce and Economic Development	0	(No LTC employees)	0
Military and Veterans Affairs	2,500	Yes	850
Natural Resources	2,053	Yes	698
Fish and Game	4,687	Yes	1,593
Public Safety	1,930	Yes	656
Environmental Conservation	760	Yes	258
Corrections	7,872	Yes	2,676
Community and Regional Affairs	0	(No LTC employees)	0
Transportation and Public Facilities	<u>177,953</u>	Yes	<u>60,504</u>
	Total		\$248,545
Overall	Total		<u>\$333,047</u>
			\$84,502

BC/DMC/ljt
9/8D3/031407-9

MARCH 17 - FY 89
BUDGET PROPOSED
PLEASE BRING TO
MEETING ON 3/17/89

#B154

John M. Andrews, Commissioner
Department of Administration
March 13, 1989

HEALTH INSURANCE BARGAINING AGREEMENTS

The question has come up:

Why are we requesting a supplemental appropriation for employee health insurance costs when we have not been implementing the health insurance "caps" already negotiated at the bargaining table? Why have we not been reducing these costs when and where we could?

The short answer is:

In May of 1988 we announced just such a plan, striving to avoid a supplemental appropriation request for FY 89. That plan was quickly and vigorously rejected by spokesmen from both the Legislative and Judicial branches of government. Both branches refused to participate in the plan, and thereby rendered it financially unfeasible. The plan was therefore cancelled; hence the supplemental request.

The longer answer is:

- 1) In May, 1988, we announced a plan by which we could begin to reduce employee health insurance premiums and possibly avoid another supplemental appropriation request for these expenses for FY 89. This plan called for:
 - a) Implementation of all health insurance "caps" negotiated to date at the bargaining table, even though only a minority of employees subject to collective bargaining had agreed to such "caps",
 - b) Like reductions in health insurance benefits for all State employees not covered by collective bargaining -- including management employees in the executive branch and all employees in the legislative and judicial branches, and
 - c) A State self-insurance program which, though somewhat risky, could help bring total FY 89 health insurance costs into line with the existing FY 89 appropriation.

The whole point of this plan was to do whatever it took to begin to bring these costs under control and avoid another supplemental appropriation request.

- 2) We received two types of responses to this announcement from the other two branches of State government:
 - a) Legislators complained that we didn't tell them earlier that extra funds would be needed; if we had, they would be funded during the session.
 - b) Spokesmen from both the Legislature and the Court System insisted that either we cancel this plan or they would refuse to participate in it. Their argument was that we should delay any implementation of negotiated "caps" until at least a majority of employees would be included. Put another way, their position was that equal and fair treatment of all

3/17/89

employees was more important than early reduction in some portion of the cost of employee health insurance.

- 3) In response to this position on the part of the other two branches of government, we made the following decisions in the summer of 1988:
 - a) To adopt a "fairness" approach among groups of employees. We decided to delay implementation of the negotiated cost-containment "caps" until some agreement could be reached with the General Government Unit -- the GGU comprising about 60% of all State employees.
 - b) To set aside the "self-insurance" idea: Self-insurance was a risky idea in any case, given the generous provisions of the State employee health insurance plan. Without the changes we had proposed to the plan that would have reduced the risk to an acceptable level, self-insurance was no longer a responsible approach.
 - c) To try to negotiate a \$307/month "cap" with GGU. This dollar amount corresponded to the then-current actual premium and to the amount budgeted for FY 89. We decided to continue to pursue this amount as the "cap", even though we were expecting the premiums to increase by at least 25% during FY 89.
 - d) To seek a supplemental appropriation for the projected FY 89 cost increases, should we not be successful in negotiating a "cap" with GGU.

- 4) The current situation on these decisions is as follows:
 - a) The "fairness to all employees" approach remains in place. While we await some progress in negotiations with GGU, we are trying to get all the other bargaining units to agree to accept whatever "cap" is eventually agreed to by GGU.
 - b) The "self-insurance" provision remains on the back burner, awaiting a clearer definition of the features of the fixed-cost plan that would result from collective bargaining.
 - c) The premiums have increased by about 40%, rather than the 25% we expected last summer. As these premiums have increased, so has our position at the bargaining table. We are trying to cap the costs somewhere, at least no greater than the current premium amount of about \$430/month.
 - d) We still have no agreement with GGU on anything. Since last summer, their representative union has changed hands and we have had to start over again from scratch at the bargaining table.

Given all of this, we are left with no choice but to continue to solve this problem through collective bargaining (even though progress there is barely discernible) and to continue to request a supplemental appropriation (even though this is not a popular idea).

3/9/89

Projected Layoffs

'FY89 HI Suppl'

FY89 Health Benefits Supplemental

\$21,796,900

Median Annual Cost of a State Employee

\$42,625

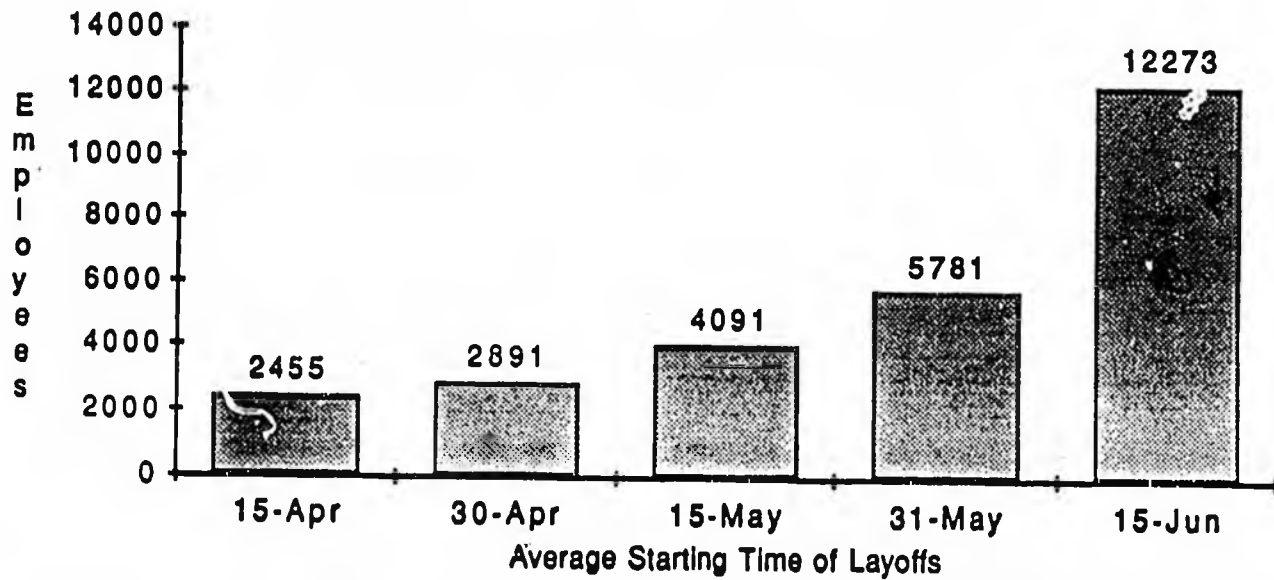
Monthly Cost

\$3,552

Layoffs Required to Recover Funding Shortfall

	Months Left in Fiscal Year	Recovered Per Employee	# Employees Laid Off	Marginal Increase
April 15th	2.5	\$8,880	2,455	+40/day
May 15th	1.5	\$5,328	4,091	+100/day
June 15th	0.5	\$1,776	12,273	+1,000/day

SCOPE OF LAYOFFS, BY STARTING TIME



CED

* Sec. _____. (a) The sum of \$187,100 is appropriated from the general fund to the Department of Commerce and Economic Development to meet increased demands on state agency operations for Weight Station Operations and Division of Insurance Claims Adjustment Assistance, directly relating to the Exxon Valdez oil spill.

(b) The unexpended and unobligated portion of the appropriation made by this section lapses February 15, 1990.

INCREMENT/DECREMENT DESCRIPTION (Limit to 98 characters)

Insurance Consumer Handbook FY 89

AGENCY CONTACT/PHONE NUMBER:

Joan Brown 465-2597

DESCRIBE WHY THIS INCREMENT/DECREMENT IS NEEDED AND WHAT IT PURCHASES:

The Division of Insurance proposes to contract for the preparation and publication of a new consumer handbook. This publication will contain data on how to file insurance claims properly so that they are not delayed in processing. It will also contain relevant sections of the division's new Unfair Claim Settlement Practices regulation and information on what claimants should expect from insurers in claim handling.

The division estimates claims for damages will be filed totalling \$1.5 to \$2.0 billion, so the information in the proposed handbook is extremely important.

CODE	EXPENDITURE BY OBJECT	AGENCY REQ.	GOV'S REQ.
100	Personal Services		
200	Travel		
300	Contractual Services	10.0	
400	Supplies		
500	Equipment		
600	Lands, Buildings, Etc.		
700	Grants, Claims, Etc.		
800	Miscellaneous		
TOTAL		10.0	
I-A Transfer (NON-ADD)			
1002	Federal Receipts		
1003	General Fund Match		
1004	General Fund	10.0	
1005	GF/Program Receipts		
1007	I-A Receipts		

POSITION INFORMATION	PFT		
	PPT		
	Non Permanent		
	Staff Months		

<input type="checkbox"/> Enhance Existing Service	<input type="checkbox"/> Formula Program
<input type="checkbox"/> Compared to FY 89	<input type="checkbox"/> New Facility Oper.
<input checked="" type="checkbox"/> New Service Compared to FY 89	
<input type="checkbox"/> Continuation of FY 89	
<input type="checkbox"/> Service Level	

IMPACT FROM CAPITAL PROJECT (NAME)

Chapter _____ SLA _____ Page/Line _____

6964M

C5 INCREMENT/DECREMENT REQUEST
Agency Priority _____ of _____

AGENCY Commerce and Economic Development
BRU Insurance
COMPONENT Operations
PROJECT _____

FY 90

Page 1 of 1
Revised Date: _____

INCREMENT/DECREMENT DESCRIPTION (Limit to 98 characters)
 Public Hearings on Insurance Matters FY 89

AGENCY CONTACT/PHONE NUMBER:

Joan Brown 465-2597

DESCRIBE WHY THIS INCREMENT/DECREMENT IS NEEDED AND WHAT IT PURCHASES:

The Division of Insurance plans to hold a series of public hearings in Valdez and surrounding communities to answer insurance questions. In addition, staff members will be on-site for several days at a time to provide on-going assistance in order to mitigate the expected flood of calls and complaints from confused or irate residents in the affected communities.

CODE	EXPENDITURE BY OBJECT	AGENCY REQ.	GOV'S REQ.
100	Personal Services		
200	Travel	10.0	
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400	Supplies		
500	Equipment		
600	Lands, Buildings, Etc.		
700	Grants, Claims, Etc.		
800	Miscellaneous		
TOTAL		10.0	
I-A Transfer (NON-ADD)			
1002	Federal Receipts		
1003	General Fund Match		
1004	General Fund	10.0	
1005	GF/Program Receipts		
1007	I-A Receipts		
POSITION INFORMATION	PFT		
	PPT		
	Non Permanent		
	Staff Months		
<input type="checkbox"/> Enhance Existing Service <input type="checkbox"/> Compared to FY 89			
<input checked="" type="checkbox"/> New Service Compared to FY 89		<input type="checkbox"/> Formula Program	
<input type="checkbox"/> Continuation of FY 89 <input type="checkbox"/> Service Level		<input type="checkbox"/> New Facility Oper.	
IMPACT FROM CAPITAL PROJECT (NAME)			
Chapter _____ SLA _____ Page/Line _____			

6964M-3

C5 INCREMENT/DECREMENT REQUEST
 Agency Priority _____ of _____

AGENCY Commerce and Economic Development
 BRU Insurance
 COMPONENT Operations
 PROJECT _____

FY 90

Page 1 of 1
 Revised Date: _____

INCREMENT/DECREMENT DESCRIPTION (Limit to 98 characters) Public Hearings on Insurance Matters FY 90																																																																																						
AGENCY CONTACT/PHONE NUMBER: Joan Brown 465-2597		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">CODE</th> <th style="width:60%;">EXPENDITURE BY OBJECT</th> <th style="width:15%;">AGENCY REQ.</th> <th style="width:15%;">GOV'S REQ.</th> </tr> <tr><td>100</td><td>Personal Services</td><td></td><td></td></tr> <tr><td>200</td><td>Travel</td><td>30.0</td><td></td></tr> <tr><td>300</td><td>Contractual Services</td><td></td><td></td></tr> <tr><td>400</td><td>Supplies</td><td></td><td></td></tr> <tr><td>500</td><td>Equipment</td><td></td><td></td></tr> <tr><td>600</td><td>Lands, Buildings, Etc.</td><td></td><td></td></tr> <tr><td>700</td><td>Grants, Claims, Etc.</td><td></td><td></td></tr> <tr><td>800</td><td>Miscellaneous</td><td></td><td></td></tr> <tr><td colspan="2" style="text-align:center;">TOTAL</td><td>30.0</td><td></td></tr> <tr><td colspan="4">I-A Transfer (NON-ADD)</td></tr> <tr><td>1002</td><td>Federal Receipts</td><td></td><td></td></tr> <tr><td>1003</td><td>General Fund Match</td><td></td><td></td></tr> <tr><td>1004</td><td>General Fund</td><td>30.0</td><td></td></tr> <tr><td>1005</td><td>CF/Program Receipts</td><td></td><td></td></tr> <tr><td>1007</td><td>I-A Receipts</td><td></td><td></td></tr> <tr><td colspan="2" style="text-align:center;">POSITION INFORMATION</td><td></td><td></td></tr> <tr><td colspan="2"></td><td>PFT</td><td></td></tr> <tr><td colspan="2"></td><td>PPT</td><td></td></tr> <tr><td colspan="2"></td><td>Non Permanent</td><td></td></tr> <tr><td colspan="2"></td><td>Staff Months</td><td></td></tr> </table>	CODE	EXPENDITURE BY OBJECT	AGENCY REQ.	GOV'S REQ.	100	Personal Services			200	Travel	30.0		300	Contractual Services			400	Supplies			500	Equipment			600	Lands, Buildings, Etc.			700	Grants, Claims, Etc.			800	Miscellaneous			TOTAL		30.0		I-A Transfer (NON-ADD)				1002	Federal Receipts			1003	General Fund Match			1004	General Fund	30.0		1005	CF/Program Receipts			1007	I-A Receipts			POSITION INFORMATION						PFT				PPT				Non Permanent				Staff Months	
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6964M-5

C5 INCREMENT/ DECREMENT REQUEST Agency Priority _____ of _____

AGENCY Commerce and Economic Development
 BRU Insurance
 COMPONENT Operations
 PROJECT _____

FY 90

Page 1 of 1
 Revised Date: _____

INCREMENT/DECREMENT DESCRIPTION (Limit to 98 characters) Valdez Oil Spill Recovery Support																																																																																							
AGENCY CONTACT/PHONE NUMBER: Marvin Rieger / 345-7750		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">CODE</th> <th style="width:60%;">EXPENDITURE BY OBJECT</th> <th style="width:15%;">AGENCY REQ.</th> <th style="width:15%;">GOV'S REQ.</th> </tr> </thead> <tbody> <tr><td>100</td><td>Personal Services</td><td>84.8</td><td></td></tr> <tr><td>200</td><td>Travel</td><td>.6</td><td></td></tr> <tr><td>300</td><td>Contractual Services</td><td>3.1</td><td></td></tr> <tr><td>400</td><td>Supplies</td><td>1.1</td><td></td></tr> <tr><td>500</td><td>Equipment</td><td></td><td></td></tr> <tr><td>600</td><td>Lands, Buildings, Etc.</td><td></td><td></td></tr> <tr><td>700</td><td>Grants, Claims, Etc.</td><td></td><td></td></tr> <tr><td>800</td><td>Miscellaneous</td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">TOTAL</td><td>89.6</td><td></td></tr> <tr><td colspan="4">I-A Transfer (NON-ADD)</td></tr> <tr><td>1002</td><td>Federal Receipts</td><td></td><td></td></tr> <tr><td>1003</td><td>General Fund Match</td><td></td><td></td></tr> <tr><td>1004</td><td>General Fund</td><td></td><td></td></tr> <tr><td>1005</td><td>GF/Program Receipts</td><td></td><td></td></tr> <tr><td>1007</td><td>I-A Receipts</td><td></td><td></td></tr> <tr><td colspan="2" style="text-align: right;">POSITION INFORMATION</td><td></td><td></td></tr> <tr><td colspan="2"></td><td>PFT</td><td></td></tr> <tr><td colspan="2"></td><td>PPT</td><td>7.0</td></tr> <tr><td colspan="2"></td><td>Non Permanent</td><td>21.0</td></tr> <tr><td colspan="2"></td><td>Staff Months</td><td>28.0</td></tr> </tbody> </table>		CODE	EXPENDITURE BY OBJECT	AGENCY REQ.	GOV'S REQ.	100	Personal Services	84.8		200	Travel	.6		300	Contractual Services	3.1		400	Supplies	1.1		500	Equipment			600	Lands, Buildings, Etc.			700	Grants, Claims, Etc.			800	Miscellaneous			TOTAL		89.6		I-A Transfer (NON-ADD)				1002	Federal Receipts			1003	General Fund Match			1004	General Fund			1005	GF/Program Receipts			1007	I-A Receipts			POSITION INFORMATION						PFT				PPT	7.0			Non Permanent	21.0			Staff Months	28.0
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		Staff Months	28.0																																																																																				
DESCRIBE WHY THIS INCREMENT/DECREMENT IS NEEDED AND WHAT IT PURCHASES: <p>This increment is required to protect the state highway system during the Valdez oil spill recovery effort. The Department of Transportation and Public Facilities and the Department of Public Safety have requested that the Valdez weigh station be staffed during this effort, to protect the traveling public and the state's highway system by monitoring and controlling oversize/overweight vehicles. The increment provides for staffing from July 1, 1989 through September 30, 1989 and from March 1, 1990 through June 30, 1990. This schedule was developed because it is not anticipated that substantial truck traffic associated with recovery efforts will be present during the winter months. The travel funds provide for one supervisory trip to Valdez in September to assist in preparing the facility for winter closing and one trip in March to open the facility again. The contractual services funds provide for a rent-a-can during the staffed period, snow removal, and utilities. The supply funds provide for heating fuel and office and janitorial supplies.</p> <p>The personal services cost estimates were based upon using the existing seasonal position as the supervisor and hiring three temporary employees for the required period.</p>		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%; padding: 5px;"> <input type="checkbox"/> Enhance Existing Service <input type="checkbox"/> Compared to FY 89 <input checked="" type="checkbox"/> New Service Compared to FY 89 <input type="checkbox"/> Continuation of FY 89 <input type="checkbox"/> Service Level </td> <td style="width:40%; padding: 5px;"> <input type="checkbox"/> Formula Program <input type="checkbox"/> New Facility Oper. </td> </tr> </table>		<input type="checkbox"/> Enhance Existing Service <input type="checkbox"/> Compared to FY 89 <input checked="" type="checkbox"/> New Service Compared to FY 89 <input type="checkbox"/> Continuation of FY 89 <input type="checkbox"/> Service Level	<input type="checkbox"/> Formula Program <input type="checkbox"/> New Facility Oper.																																																																																		
<input type="checkbox"/> Enhance Existing Service <input type="checkbox"/> Compared to FY 89 <input checked="" type="checkbox"/> New Service Compared to FY 89 <input type="checkbox"/> Continuation of FY 89 <input type="checkbox"/> Service Level	<input type="checkbox"/> Formula Program <input type="checkbox"/> New Facility Oper.																																																																																						
IMPACT FROM CAPITAL PROJECT (NAME) <hr/>																																																																																							
Chapter _____ SLA _____ Page/Line _____																																																																																							

7025M

C5 INCREMENT/ DECREMENT REQUEST
Agency Priority _____ of _____

AGENCY Commerce and Economic Development

BRU Division of Measurement Standards

COMPONENT _____

Valdez Oil Spill Recovery

FY 90
Page <u>1</u> of <u>1</u>
Revised Date: _____

MEMORANDUM

State of Alaska

TO *Guy Bell, Director*
Division of Administrative Services

DATE *April 11, 1989*

FILE NO *D.3.0.*

TELEPHONE NO *(907) 345-7750*

THRU *Edward Moseley, Director*

SUBJECT *Valdez Weigh Station Costs*

FROM *Aves D. Thompson, Chief*
Division of Measurement Standards
Department of Commerce and
Economic Development

The attached worksheet is an update based upon the requirement to keep the Valdez weigh station open 24 hours per day, 7 days per week. There will be an additional requirement for small amounts of overtime to maintain this schedule.

A small, high speed fax machine was placed in the facility to process and receive oversize/overweight permits. It was anticipated that the fax lease cost would be a charge-back item for the duration of the project. The only other projected costs, at this point, are for operating supplies.

cc: Marvin Rieger, Administrative Officer
MaryAnn Ammi, Accounting Technician I

NY-19 Payroll Services

Valdez Weigh Station

10/01/99-09/30/00

Division of Measurement Standards

FCN	Name	Loc	FED	Salary #1	Mo	Salary #2	Mo	Total Salary	Total Benefits	Total Costs
085079-S	Ma	Fox	W/S	\$2,155.00	2.7	\$0.00	0.0	\$5,818.50	\$2,438.40	\$8,256.90
085092-S	Rief	Fox	W/S	\$2,155.00	2.7	\$0.00	0.0	\$5,818.50	\$2,438.40	\$8,256.90
085079-S	Hogg	Str	W/S	\$2,072.00	2.7	\$0.00	0.0	\$5,594.40	\$2,389.54	\$7,983.94
085095-S	Green	Val	W/S	\$2,895.00	2.7	\$0.00	0.0	\$7,816.50	\$2,873.36	\$10,690.46
								\$25,047.90	\$10,140.30	\$35,188.20
								Long Term Per Dea		\$2,300.00
								Total Cost:		\$47,488.20

MEMORANDUM

DCYED
State of Alaska

TO: Alison Elgee, Director
Division of Budget Review
Office of Management and Budget
Office of the Governor

DATE: April 11, 1989

FILE NO.:

TELEPHONE NO.: 465-2505

SUBJECT: Miscellaneous Claims

FROM: *Guy*
Guy Bell, Director
Division of Administrative Services
Department of Commerce and Economic
Development

The Department of Commerce and Economic Development requests the following three items be included as miscellaneous claims in the supplemental appropriation bill. All three items are valid obligations of the state, and were incurred prior to FY 88. There were sufficient funds lapsed in their respective fiscal year operating appropriations to cover the expenses.

<u>Agency</u>	<u>FY and Appropriation Number</u>	<u>Vendor</u>	<u>Amount</u>
AK Public Utilities Commission	29525-87	Ricoh Corp.	\$ 231.00
AK Public Utilities Commission	29596-86 29526-86	Professional Travel Service	\$1,064.20
Division of Measurement Standards	29502-86	Mark Air Inc.	\$ 197.91

Copies of the outstanding bills and lapsed authorization balance reports are attached. Please call me if you have any questions.

GB/mst0076S
041189a
Attachments

FROM TERMINAL 0127 ON PRINTER 0125: DATE=09101 : TIME=09:15:51

PROJ: TRNG - LAPSE BALANCE
CY: 1989 APPN: 29525 (1987) - AR PUBLIC UTIL COMM

04/11/89

LAPSED EXPENDITURE AUTHORIZATIONS.....	-304081.15
LESS: RESTRICTIONS (ZERO WHEN POSITIVE).....	-296528.00

AVAILABLE LAPSED (ZERO WHEN POSITIVE).....	-7555.15
PLUS: LAPSE ADJUSTMENTS	-----
LAPSE BALANCE (ZERO WHEN POSITIVE)	-7555.15
	=====

APP=MENU

RICOH CORPORATION

5 DEDRICK PLACE, WEST CALDWELL, N.J. 07008
 PHONE: (201) 882-2000 FAX: (201) 873-6881

INVOICE NUMBER DATE PAGE

01747966 07/31/86 1

MAIL
REMITTANCE
TO

BOX 993
 BOWLING GREEN STATION
 NEW YORK, NEWYORK 10004

DV 11 ZN 40

SHIP TO

STATE OF ALASKA
 ALASKA PUBLIC UTILITIES COMM.
 420 "L" STREET
 SUITE 100
 ANCHORAGE AK 99501

SHIP TO

STATE OF ALASKA
 ALASKA PUBLIC UTILITIES COMM.
 420 "L" STREET
 SUITE 100
 ANCHORAGE AK 99501

ORDER NUMBER	CUSTOMER NUMBER	SERIAL NUMBER	CUSTOMER P.O. NUMBER	TERMS	
8G128557	00203814/0000	6741107000	690412	NET 30 DAYS	
DESCRIPTION		PERIOD	QUANTITY	UNIT PRICE	AMOUNT

RENTAL OF FT4085 COPIER MACHINE RENTAL USAGE (JUL 1,1986 TO JUL 31,1986) 1 168.00 168.00

METER USAGE: 05/31/86 - 06/30/86
 METER READ: 32,695 - 34,928
 METER COPIES: 2,233
 LESS COPY CREDITS:
 LESS ALLOWANCE: 5,000
 METER BILL -METER CHARGE 2233 .00

DF-11 ACCESSORY RENTAL 1 30.00 30.00

CS1030 SORTER ACCESSORY RENTAL 1 33.00 33.00

COPIER TABLE "C" ACCESSORY RENTAL .00 .00

SALES TAX EXEMPT

RICOH certifies that this is a duplicate original.
 8/2/88

RECEIVED
 SEP 1 1986
 JUNEAU FISCAL OFFICE

***** P00 690412

HAS EXPIRED 09/30/85

FED. ID# 13-1975301
 Direct Inq. to Customer Service Mgr. at 714-863-0530

PLEASE REMIT PAYMENT WITH ONE COPY OF INVOICE TO ENSURE PROPER CREDIT TO REMITTANCE ADDRESS ABOVE

231.00

PAY THIS AMOUNT

FROM TERMINAL: DJ27 ON PRINTER DJ25: DATE=99101 . TIME=09:10 89

INQ-TR: FINAB - LAPSE BALANCE
CY: 1989 APPN: 29596 (1956) - AFSC OPERATIONS

04/11/89

LAPSED EXPENDITURE AUTHORIZATIONS.....	-121144.54
LESS: RESTRICTIONS (ZERO WHEN POSITIVE).....	
AVAILABLE LAPSED (ZERO WHEN POSITIVE).....	-121144.54
LESS: LAPSE ADJUSTMENTS	30.07
LAPSE BALANCE (ZERO WHEN POSITIVE)	-120883.47

RECEIVED

ONLINE BUDGET TRAIL

ACTIVITY FOR: 01/18/89 THRU 04/10/89



400 L Street, Suite 101
Anchorage, AK 99501-1925
(907) 276-1117 / (907) 272-8424

PLEASE PAY FROM THIS
INVOICE
NO OTHER COPY WILL BE SENT

MONINSKI / TED * 12934 - PM

DEPARTMENT OF COMMERCE
ALASKA PUBLIC UTILITIES COMMISSION
420 L ST SUITE 100
ANCHORAGE AK 99501
12934

APR 30 1986 16289

DEPARTURE CITY ARRIVAL CITY AIR CARRIER FLIGHT NO. DATE DEPARTS ARRIVES STATUS

05 MAY 86 - MONDAY					
WESTERN	720	COACH CLASS			
LV: ANCHORAGE	905A		ONE STOP		CONFIRMED
AR: SALT LAKE CTY	438P				
BREAKFAST-SNACK			SEAT-29K		
WESTERN	98	COACH CLASS			
LV: SALT LAKE CTY	620P		NONSTOP		CONFIRMED
AR: KANSAS CITY/IN	934P				
SNACK			SEAT- 4A		
07 MAY 86 - WEDNESDAY					
WESTERN	95	COACH CLASS			
LV: KANSAS CITY/IN	300P		NONSTOP		CONFIRMED
AR: SALT LAKE CTY	426P				
SNACK			SEAT- 8F		
WESTERN	735	COACH CLASS			
LV: SALT LAKE CTY	535P		ONE STOP		CONFIRMED
AR: ANCHORAGE	925P				
SNACK-DINNER			SEAT-29A		

SEATS 29J..4A..8F..20D

THANK YOU FOR YOUR BUSINESS.
HAVE A NICE TRIP AND PLEASE REMEMBER TO RECONFIRM YOUR FLIGHTS.

TICKET NUMBER/S:
MONINSKI / TED 7638652445 CHECK 1064.20

AIR TRANSPORTATION	1024.00	TAX	40.20	TTL	1064.20
AMOUNT	<u>1064.20 SY 86</u>	SUB TOTAL			1064.20
		AMOUNT DUE			1064.20

PVN TSM 99999 ARD 08040

EN OF CC 085330026 ACC 72551
APPROVED [Signature]

PROGRAM
This invoice represents an immediate transfer of funds from our agency to the participating carriers upon issuance of tickets.
TERMS: NET 10 DAYS
All accounts not paid when due are subject to a SERVICE CHARGE of 1 1/2% per month.



Travel Service
 Your travel source
 400 L Street, Suite 101
 Anchorage, AK 99501-1825
 (907) 275-1117/(907) 272-8424

INVOICE

NO OTHER COPY WILL BE SENT.

FIGURA/MARK#12934-PM

DEPARTMENT OF COMMERCE
 ALASKA PUBLIC UTILITIES COMMISSION
 420 L ST SUITE 100
 ANCHORAGE AK 99501
 12934

APR 30 1986 16288

DEPARTURE CITY	ARRIVAL CITY	AIR CARRIER	FLIGHT NO.	DATE	DEPARTS	ARRIVES	STATUS
05 MAY 86 - MONDAY							
WESTERN		720 COACH CLASS					
LV: ANCHORAGE		905A	ONE STOP				CONFIRMED
AR: SALT LAKE CTY		438P					
BREAKFAST-SNACK							
WESTERN 98 COACH CLASS							
LV: SALT LAKE CTY		620P	NONSTOP				CONFIRMED
AR: KANSAS CITY/IN		934P					
SNACK							
09 MAY 86 - FRIDAY							
WESTERN		95 COACH CLASS					
LV: KANSAS CITY/IN		300P	NONSTOP				CONFIRMED
AR: SALT LAKE CTY		426P					
SNACK							
WESTERN 735 COACH CLASS							
LV: SALT LAKE CTY		535P	ONE STOP				CONFIRMED
AR: ANCHORAGE		925P					
SNACK-DINNER							

SEATS 29K..4B..8E..20E

 THANK YOU FOR YOUR BUSINESS.
 HAVE A NICE TRIP AND PLEASE REMEMBER TO RECONFIRM YOUR FLIGHTS.

TICKET NUMBER/SI
 FIGURA/MARK 7638652444 CHECK 1064.20

AIR TRANSPORTATION	1024.00	TAX	40.20	TTL	1064.20
		SUB TOTAL			1064.20
		AMOUNT DUE			1064.20

7/2/87

I certify this to
 be a true copy *Nancy A. Kelly Jenks*

This invoice represents an immediate transfer of funds from our agency to the participating carriers upon issuance of tickets
 TERMS: NET 10 DAYS
 All accounts not paid when due are subject to a SERVICE CHARGE of 1 1/2% per month



ASAM4100-02 RD : 00120
 RSN: 01296 CPD: 08/15/88

DISTRB RD: 00120 D02

STATE OF ALASKA
 STATEWIDE ACCOUNTING SYSTEM
 SPECIAL PERIOD ACCOUNTS RECEIVABLE

PAGE: 6
 DATE: 07/31/88

ACTIVITY REPORT

FUND 11100 GENERAL FUND

DEPARTMENT: 08 COMMERCE & ECONOMIC DEVELOPMENT
 OPERATING APPNS

APPN ENTITY NUMBER DESCRIPTION	ITD AUTHORIZATIONS FOR JUNE	ACTUAL	BALANCE	REST. REVENUE RECEIVABLE	OVER-EXPENDED OVER-COLLECTED	LAPSED
29501-87 MEASUREMENT STANDARD						
EXPENDITURES	2,124,490	2,124,174	316			1,009-
RESTRICTED REV	200,500-	200,500-	0			0
29501-88 MEASUREMENT STANDARD						
EXPENDITURES	2,103,000	2,069,438	33,561			0
RESTRICTED REV	235,300-	238,372-	0	*****	3,072	0
29502-86 MEAS STDS OPERATIONS						
EXPENDITURES	2,082,338	2,082,338	0			3,061-
RESTRICTED REV	197,000-	197,000-	0			0
29505-85 BANKING & SECURITIES						
EXPENDITURES	960,818	960,818	0			28,281-
RESTRICTED REV	113,295-	113,295-	0			1,704
29505-86 FINANCIAL INSTITUTNS						
EXPENDITURES	1,009,418	1,009,418	0			14,081-
RESTRICTED REV	163,210-	163,210-	0			2,289
29505-87 FINANCIAL INSTITUTNS						
EXPENDITURES	989,923	981,949	7,973			5,376-
RESTRICTED REV	114,300-	110,546-	3,753-			0
29505-88 FINANCIAL INSTITUTNS						
EXPENDITURES	1,014,100	990,405	23,694			0
RESTRICTED REV	99,100-	105,088-	0	*****	5,988	0

Supplemental

DIVISION OF MEASUREMENT STANDARDS

JUN 16 1988

MARKAIR, INC.
P.O. BOX 196769
ANCHORAGE, ALASKA
99519-6769

STATEMENT OF ACCOUNT

DATE 5/31/88 PAGE 1

STATE/AK COMM. & ECONOMIC DEV.
COMMERCE & ECONOMIC DEVELOP.
FISCAL SECTION, POLCH D
JUNEAU, AK
99811

CUSTOMER NO. 61C50

DATE	INVOICE NO.	TYPE	DESCRIPTION	AMOUNT	BALANCE
6 20 86	4060021523	IN	MAIN/JCHN *	53.47	53.47
9 25 86	4200044433	IN	STR/CARNEY/630740 *	92.00	92.00
6 20 86	4460250717	IN	MAIN/JCHN *	144.44	144.44
6 20 86	4460259319	IN	PETERSCN/TOM *	672.00	672.00
3 27 87	4460366995	IN	STR631417/BENEPE/PA *	246.00	246.00
5 26 87	4520031067	IN	XBAG *	45.00	45.00
1 7 86	603116-214577	IN	STR630736/CARNEY *44602	46.00	46.00

yes

APD 08250

08537001-

TA [Main 6/16-20/86]

12250

ANC/BETH

use current year funds
Mar 214521 6/28/88

RECEIVED
JUNEAU FISCAL OFFICE
JUNEAU FISCAL OFFICE
JUL 2 RECEIVED

** BALANCE DUE 1,298.91
CURRENT 31-60 61-9C > 90

1,298.91

*** QUESTIONS REGARDING ACCCLNT? ***

PLEASE CALL JACKIE CHRISTENS (907) 266-6792

MARKAIR		PASSENGER TICKET AND BAGGAGE CHECK		SERIAL NUMBER 478:4460:250:717	
PASSENGER NAME MAIN/JOHN		CLASS Y		ISSUE DATE 19 JUN 86	
FLIGHT ZOHCCN		CLASS Y		ISSUE DATE 20 JUN 86	
FROM BETHEL		TO ANC		CLASS Y	
FARE 144.44		TAXES 11.54		TOTAL 156.00	
REISSUE/OFOPCHECK					
478 4460250717 6					

MARKAIR		SPECIAL SERVICE TICKET		SERIAL NUMBER 478:4060:021:523	
SOLD SUBJECT TO TARIFF REGULATIONS		DATE 19 JUN 86		CLASS Y	
PASSENGER'S NAME Main John		FROM BETHEL		TO ANC	
FROM Bethel		TO Anchorage		CLASS Y	
FARE 53.47		<input checked="" type="checkbox"/> UPGRADING FROM BETHEL TO Y <input type="checkbox"/> OTHER (EXPLAIN) FEED 2590 4784460250717			
ST of AK ACCT. 603116 Dept of Commerce & Economic dev.					

UNIVERSAL CREDIT CARD CHARGE FORM		MARKAIR-478		DATE AND PLACE OF ISSUE MARKAIR BETTC 03	
APPLICANT'S NAME John M		DATE OF ISSUE 19 JUN 86		ISSUE DATE 3 6 8 12	
SERIAL NUMBER 478446021523		TICKETS NOT TRANSFERABLE NO CASH REFUNDS CREDIT CARD NAME, CODE ACCT. STATE OF AK ACCT. 603116 Dept of Commerce & Economic dev.			
FARE 53.47					

* Sec. _____. (a) The sum of \$100,600 is appropriated from the general fund to the Department of Community and Regional Affairs to meet increased demands of state agency operations for Local Government Assistance to work with communities to re-determine property valuation and corresponding local government tax problems directly relating to the Exxon Valdez oil spill.

(b) The unexpended and unobligated portion of the appropriation made by this section lapses February 15, 1990.

INCREMENT/DECREMENT DESCRIPTION (Limit to 98 characters)

Oil Spill Mitigation State Assessor

AGENCY CONTACT/PHONE NUMBER: Michael Worley 465-4750

DESCRIBE WHY THIS INCREMENT/DECREMENT IS NEEDED AND WHAT IT PURCHASES:

Since Alaska does not have a mandatory sales disclosure law, property sales information is often very difficult to obtain. The most meaningful service which could be provided for municipal assessors is the discovery and confirmation of property sales.

Assuming we had the capability, we would propose contracting with qualified personnel in each affected municipality to personally contact persons who have bought and sold real estate both before and after the oil spill and confirm the terms and amounts of each sale. While on the site, we would have the person photograph the property, complete a standardized market data confirmation form designed by our office, and attach other pertinent data (plat maps, drawings of the location and extent of oil damage, etc.)

The confirmed sales data would then be delivered to each local assessor to be analyzed jointly by our office and theirs. In that way, all parties would be assured that uniform procedures and methodologies would be used to measure the extent of the loss of property value in all affected communities.

Collection of Sales Data

Kenai Peninsula Borough	\$30,000
Kodiak Island Borough	\$9,000
Valdez	\$12,000
Cordova	\$12,000
Whittier	\$1,800
Aleutians East Borough	\$9,000
Yakutat	\$2,400

Compare to Trends Statewide and final analysis	\$18,000
Office of State Assessor (travel)	\$5,800

CODE	EXPENDITURE BY OBJECT	AGENCY REQ.	GOV'S REQ.
100	Personal Services		
200	Travel	5.8	
300	Contractual Services	94.8	
400	Supplies		
500	Equipment		
600	Lands, Buildings, Etc.		
700	Grants, Claims, Etc.		
800	Miscellaneous		
TOTAL		100.6	
I-A Transfer (NON-ADD)			
1002	Federal Receipts		
1003	General Fund Match		
1004	General Fund	100.6	
1005	GF/Program Receipts		
1007	I-A Receipts		

POSITION INFORMATION	PFT		
	PPT		
	Non Permanent		
	Staff Months		

<input checked="" type="checkbox"/> Enhance Existing Service Compared to FY 89	<input type="checkbox"/> Formula Program
<input type="checkbox"/> New Service Compared to FY 89	<input type="checkbox"/> New Facility
<input type="checkbox"/> Continuation of FY 89 Service Level	<input type="checkbox"/> Oper.

IMPACT FROM CAPITAL PROJECT (NAME)

Chapter _____ SLA _____ Page/Line _____

C5 INCREMENT/DECREMENT REQUEST
Agency Priority _____ of _____

AGENCY Community & Regional Affairs
BRU Local Government Assistance
COMPONENT State Assessor's Office
PROJECT _____

FY 90
Page 1 of 1
Revised Date: _____

#0-1

AMENDMENT TO HB 154(FIN)

BY ULMER

SEC. _____. The amount of \$25,000 is appropriated from the general fund to Alaska Legal Services for service to indigent persons who are affected by the oil spill disaster in Prince William Sound. This appropriation will lapse into the general fund June 30, 1990.

MEMORANDUM

TO: Rep. Fran Ulmer

FROM: Robert Hickerson, Director
Alaska Legal Services

DATE: April 18, 1989

RE: Supplemental request for \$25,000

As a result of the Exxon-Valdez oil spill in Prince William Sound, Alaska Legal Services Corporation (ALSC) is experiencing an increase in service requests. Some of these matters relate to claims for losses associated with the spill, i.e. cannery worker claims, crew member claims and other small claims which are not included in any of the class-action suits which have been filed on behalf of skippers and processors. Many other cases are indirectly related to the spill: delayed child support payments, employment disputes, and public entitlements issues are examples.

These requests have increased in part because ALSC has participated, at the request of the Governor's Office, in the state's emergency response. We are maintaining a temporary office in Cordova and will be available at the Disaster Assistance Center in Kodiak. The service request from Seward, Whittier, Homer, Chenega and Tatitlek are being covered by circuit-riding from Anchorage.

The addition of \$25,000.00 in the supplemental appropriation will help considerably in staffing this caseload increase.

approved
Corrections

5/4/89

HB 154/Supplemental Appropriation

AMENDMENT

by BROWN

Sec. ____ . The sum of \$2,250,000 is appropriated from the general fund to the Department of Corrections to pay for the jail care costs of persons convicted of misdemeanor crimes under local ordinances for the fiscal year ending June 30, 1989.

Discussion

This appropriation would offset the jail care costs incurred by several local governments in support of functions that are elsewhere borne solely by the state. The costs for the affected communities include:

Anchorage	\$ 1,850,000
Juneau	280,000
Fairbanks	100,000
Ketchikan	<u>20,000</u>
	\$ 2,250,000

AMENDMENT

CSHB 154 (FIN)

DEPT. OF CORRECTIONS

* Sec. The sum of \$1,601,400.00 is appropriated from the general fund to the Department of Corrections to pay for major medical bill obligations.

STATE OF ALASKA

DEPARTMENT OF CORRECTIONS

STEVE COWPER, GOVERNOR

REPLY TO:

P.O. BOX 1
JUNEAU, ALASKA 99811-2000
PHONE (907) 465-3376

April 3, 1989

The Honorable C. E. Swackhammer
Alaska State Legislature
P.O. Box V
Juneau, Alaska 99811

Dear Representative Swackhammer:

The Department's need to pay the outstanding bills of the Major Medical Component has become critical.

The last group of billings was paid around February 27, 1989, when 500,000 was temporarily transferred from the Out-of-State Component. This money will need to be returned to Out-of-State prior to the end of the fiscal year to meet its obligations.

Even with this transfer, the Major Medical Component has been holding billings since March 1, 1989, and they now total \$506,700.

Thank you for any assistance you can give us in this matter.

Sincerely,

Susan E. Knighton

Susan E. Knighton, Director
Administrative Services

SEK:cc

MEMORANDUM

State of Alaska

ET
3-16-89

DEPARTMENT OF CORRECTIONS


TO: Walter Majoros
Director Statewide Programs

DATE: March 14, 1989

FILE NO: JNO CENTRAL

TELEPHONE NO: MAR 20 1989

THRU: SUBJECT: Major Medical Budget
Projection - FY89,
February

FROM: 
Edward J. Thielen, Jr.
Health Care Administrator

The purpose of this memo is to display the status of the budget as of March 9, 1989, to estimate the need for the remainder of FY89 and to explain any situations that contribute to our shortfall.

Budget	AUTHORIZATION		EXPENDED 3/9/89			Projection		
	Initial	Adjusted	Paid	Unpaid	To date	3/1/89- 6/30/89	FY89 TOTAL	Lapse/ Deficit
100	795.9	1033.4	536.3	0.0	536.3	342.0	878.3	155.1
200	4.0	4.0	21.3	1.2	22.4	4.5	26.9	-22.9
300	3,148.6	3,562.0	2,911.6	450.7	3,362.3	1,819.2	5171.4	-1609.4
Hospital			835.5	283.9	1119.4	592.6	1712.0	
Emergency Room			36.2	9.2	45.4	24.4	69.8	
Specialist Care			257.5	61.1	318.6	178.5	497.1	
Lab			34.9	.8	35.7	25.0	60.7	
X-Ray			133.2	16.9	150.1	79.5	229.5	
*Medical Contract (Encumbered)			1220.1	42.7	1262.8	674.2	1937.0	
*Dental Contract (Encumbered)			378.4	29.9	408.3	232.7	641.0	
Other			15.8	6.2	22.0	12.3	24.3	

Note: Hospital includes: Surgery, Hospital, and Guard hire
Specialty Care includes: Medical, Dental, Optical, Psychiatric and Contract Jail Medical
 Medical and Dental contract funds are encumbered (Total \$2,770.7 adjusted to \$2,663.9 in February 1989)
Other includes: Telephone, Vehicle use, Printing, Courier and Mail service, etc.

400	269.1	269.1	315.2	54.8	370.0	23.0	393.0	-123.0
500	0.0	26.4	15.2	0.0	15.2	11.2	26.4	0.0
TOTAL w/100	4,217.6	4894.9	4,199.6	506.7	4,306.2	21,99.9	6496.0	1,601.1
TOTAL w/O 100	3,421.7	3861.5	3,663.3	506.7	3,769.9	1,857.9	5,616.7	1,756.2

LEGEND:

- Expended Paid column is taken from the AKSAS on 3/9/89.
- Expended Unpaid column reflects those known services for which we have either received but not paid the bill or have estimated the cost.
- Projected reflects what our cost could be for March 1, 1989 - June 1989, total for FY89 and shortfall, if the current rate of need for health care services continues.

COMMENTS:

100. This line is excess because of our previous inability to fill or to keep filled the nurse positions at Nome and Bethel and the fact that we have not been able to fill the second Dentist and Hygienist positions. When the 2 LCC and 1 KCC nurse positions are filled, they will be funded out of this line, as is the Clerk Typist III non-permanent position. (Nurses \$3,400.00 per month x 3 x 5 = \$51.0; Clerk Typist cost, 1900 x 4 = 7.6).

200. This line is short because essential travel for PA/RN required CME was paid from this line. These costs have in the past been absorbed by the training component and were not in Medical's budget input. Additionally, costs for moving of LCC P.A. and travel to relieve KCC P.A., and moving cost to hire nurse at AMCC are paid from this line.

300. This line is short because of the excessive hospital and specialist costs. During the first 7 months, we have had 136 admits to the hospital for 668 hospital days. During FY88, there were only 705 hospital days and 147 admits for the year. To date, our monthly average hospital-day rate is 95.4 days per month; last year our rate was 59 hospital-days per month. This excess is not declining. Attached is a listing of all February hospitalizations so you can see that they are all serious needs. Additionally, our requirement for the use of a specialist in both the Medical and Dental areas continues to be on the increase in spite of close management.

400. This line is short because of the extra supplies required to open the SCC, the increase in prescriptions needed to treat ailments and to provide protective equipment associated with the AIDS "scare". These items, for the most part, can not be withheld; they are essential to treatment of problems, and the amount needed is difficult to predict since need is a function of the health status of the inmates. We will reduce our stockage to a minimum where possible instead of buying new stocks; however, this will only transfer the shortfall from FY89 to FY90.

500. This line will be utilized upon receipt of items ordered.

Memo Walter Majoros
Page 3

Action will continue to be taken in the area of 300 and 400 to put a "valve" on costly services and excessive stockage of supplies within the parameter of good health care and legal dictates.

Attachment
a/s

cc: Bill Ladwig, Administrative Officer, III
Laura Lynk, Accountant
Diane Rasmussen, Accounting Clerk

S. Kniggen cc 3/17

Emergency Room Visits for February 1989

NAME	DIAGNOSIS	FACILITY	HOSPITAL	DATE ADMITTED	DATE DISCHARGED	DAYS HOSPITALIZED	PROJECTED COST	REAL COST
	Rt. 4 th -5 th Metacarpal	LCCC	BMH	2-4-89	2-4-89	1	175-	
	Chest Pain	Hmcc	Humana	2-4-89	2-4-89	1	600-	
	Seizures)	Hmcc	Humana	2-5-89	2-5-89	1	300-	
	Bl. neck tumor)	C IPT	Prov	2-8-89	2-8-89	1	350-	
	Rectal bleeding	YKCC	^{PHS} Hosp.	2-8-89	2-8-89	1	150-	
	R/o Radial Head Fr.	LCCC	BMH	2-10-89	2-10-89	1	225-	241.50
	LLO pain	WCC	CPGH	2-13-89	2-13-89	1	300-	411.80
	Mult. Facial Fr's	LCCC	BMH	2-14-89	2-14-89	1	625-	
	Threatened AB	MSPT	Valley	2-17-89	2-17-89	1	250-	
	Glass ingestion)	PCC	Valley	2-18-89	2-18-89	1	300-	
	R/o CVA vs TIA vs GI Bleed	MSPT	Valley	2-18-89	admitted to		hospital	
	Abdominal Pain	YKCC	^{Norton} ^{South Hosp}	2-19-89	2-19-89	1	175-	
	Sprain @ Ankle	LCCC	BMH	2-20-89	2-20-89	1	250-	
	Rt. Hand	C IPT	Humana	2-20-89	2-20-89	1	275-	
	Pregnancy - term	Amcc	Prov	2-20-89	2-20-89		admitted to	hospital
	Seizures)	Hmcc	Humana	2-22-89	2-22-89	1	450-	
	Hypertension)	C IPT	Humana	2-24-89	2-24-89	1	325-	
	Hanging - DOA	LCCC	BMH	2-25-89	2-25-89	1	800-	
	Strop) throat, ^{Ear} Inf.	KCC	KGH	2-26-89	2-26-89	1	200-	
							Projected	*5750.00

AMENDMENT

CSHB 154 (FIN)

DEPT. OF CORRECTIONS

* Sec. The \$658,800 is appropriated from the general fund to the Department of Corrections to pay for arbitration decisions related to APEA V. DEPT. OF CORRECTIONS, dated February 10, 1988.

XC. Brief file
- C.O.'s
- Kathy
- Det.
- Circulation

Attachment II

IN ARBITRATION

BETWEEN

ALASKA PUBLIC EMPLOYEES ASSOCIATION
In Behalf of All Correctional Officers
(Association, APEA)

DECISION AND AWARD

by

AND

STATE OF ALASKA
In Behalf of Department of Corrections
(Employer, State)

Kenneth M. McCaffree
Hansville, Washington 98340

RE: Meal and Relief Breaks

February 10, 1988

REPRESENTATIVES:
For the APEA:
Bob Watts*
For the State:
Virginia Thomas**

Class Action Grievance
For Correctional Officers
On Meal and Relief Breaks

LABOR RELATIONS DIVISION
FEB 23 1988
OFFICE

KENNETH M. McCAFFREE, Arbitrator
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INTRODUCTION

At an arbitration hearing on October 28, 1987, in Fairbanks, Alaska, and on October 29, 1987, in Anchorage, Alaska, the APEA presented a class action grievance regarding the alleged failure of the State to provide relief breaks and a lunch break for correctional officers during 12 hour work shifts. The State contended no violation of the Agreement between the parties had occurred, and had denied the grievance (Jt. Ex. 2).

The parties affirmed that several individual grievances on these matters were combined into this single proceeding and that the issue was properly in

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**Labor Relations Analyst, Division of Labor Relations, Department of Administration, State of Alaska, P.O. Box C, Juneau, Alaska 99811-0220. (907) 465-4404.

1 arbitration under the 1984-86 General Government Unit Agreement between them
2 (Jt. Ex. 1 and 2). Accordingly, the arbitrator afforded full opportunity for
3 the parties to present testimony and other evidence, to make arguments, and
4 otherwise to make known their respective positions on the issue in dispute.
5 The list of witnesses and the three joint exhibits are on Attachment A
6 hereto. The parties waived closing oral arguments and sent written post-
7 hearing briefs in a timely manner, received by the arbitrator on or about
8 December 7, 1987. The arbitrator tape-recorded the proceedings to supplement
9 his written notes.

10 ISSUES AND APPLICABLE AGREEMENT PROVISIONS

11 After review of proposed issue statements of the parties, the arbitrator
12 offered the following.

13 | Has the State violated the Agreement by its interpretation and
14 | application of relevant contractual provisions with regard to
15 | relief breaks and lunch periods at statewide correctional
16 | facilities? If so, what is an appropriate remedy?

16 The parties accepted the above statement, but made clear to the arbitrator
17 that they differed over what constituted the "relevant contractual provisions."
18 Both agreed that Article 13 was relevant (Jt. Ex. 1). In addition, APEA
19 pointed to the Letter of Agreement, effective June 29, 1986, and specifically
20 to Section 2 thereof (Jt. Ex. 3). The State contended that this Letter and
21 Section 2 did not apply to the current dispute. These and other provisions
22 of the Agreement cited by the parties are in Attachment B.
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1 BACKGROUND AND FACTUAL SUMMARY

2 On June 29, 1986, all correctional facilities began working 12 hour
3 shifts, seven days on and seven days off. Prior to this date, the Fairbanks
4 Correctional Center had worked a 40 hour week, in five shifts, but allowed
5 2½ hours overtime per week. The new agreement in June 1986 made all work
6 shifts involving correctional officers uniform in correctional facilities
7 throughout the State (Jt. Ex. 3).

8 In December 1986, complaints arose over the alleged failure of certain
9 institutions to allow employees to take meal and relief breaks. Although
10 individual grievances were filed on January 8, 1987, APEA filed a "class
11 action grievance in behalf of all correctional officers in the Southcentral
12 Region" (Jt. Ex. 2, p. 1). Later on February 11, 1987, a similar action took
13 place for correctional officers at the Fairbanks Correctional Center
14 (Jt. Ex. 2, p. 5). Subsequently, all grievances related to lunch breaks
15 and relief breaks were combined as a single class action grievance, and
16 entered at Step III per Article 10, Section 6 (Jt. Ex. 2, p. 7, 8). The
17 grievance was denied at Step III and again at Step IV. These proceedings
18 ensued (Jt. Ex. 2, p. 24).

19 The nature of the grievance was described that:

20 The State has consistently failed to provide relief breaks and
21 lunch periods to correctional officers at all facilities on a
22 state-wide basis. . . . The problem has persisted for sometime
23 and more than one warning has been issued . . . to curb this
24 problem (Jt. Ex. 2, p. 9).
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. . . the correctional officers are not allowed relief or meal breaks away from their duty station. . . . The employees cannot leave the work area, nor can they cease work duties to eat their meals. These employees . . . are not allowed to take their two breaks away from the work area. The above facts are well known. The correctional officers at FCC . . . did actually perform work during the breaks and meal periods (Jt. Ex. 2, p.13-14).

The State responded at Steps III and IV, in part, as follows:

With respect to lunch periods the correctional officers . . . assigned to a rotating 12 hour shift schedule are paid for the lunch period. While the lunch period may not always be duty free, the fact that it is a paid lunch period is consistent with the Agreement and the past practice of the parties.

Concerning relief breaks, . . . I find that a set schedule may not exist at every facility; breaks are allowed. . . . Further, I note that officers normally do have coffee, etc., at their work stations at any time throughout the day . . . (Jt. Ex. 2, p. 10).

The record establishes that . . . the State is in compliance with Article 13 of the Agreement. Only in an emergency situation is any employee expected to forgo a relief break; at all other times, employees are given a break away from their post whenever it can reasonably be accommodated. The officers are also allowed a 30 minute lunch break in accordance with the Letter of Agreement between the parties and, in light of a CO's inability to leave his or her work post, the lunch period is a paid 30 minutes. Clearly the test of reasonableness applies in this case, and I find that the . . . actions in this matter are more than reasonable, as well as consistent with the contract between the parties (Jt. Ex. 2, p. 23).

The testimony of several correctional officers and management officials of four different facilities went to the actual practices and arrangements made for lunch periods and relief breaks in the various facilities. The evidence relevant thereto has been set forth below in the discussion section below, as necessary.

1 CONTENTIONS OF THE PARTIES

2 The APEA contended that the intent of the parties in the Letter of
3 Agreement was to afford meal breaks and relief breaks away from the duty
4 station of correctional officers. If meal breaks away from the duty
5 station did not occur, then officers were working an additional thirty
6 minutes each day. Here the APEA relied upon the testimony of both Mr. Ludwig
7 and Mr. Cummings, who negotiated the Letter. In any event, the APEA alleged
8 any ambiguity in the language should be interpreted against the State, since
9 the State produced the Letter. Finally, the APEA argued that the correctional
10 officers do not get meal or relief breaks away from their duty stations, and
11 relied upon the testimony of several officers from different correctional
12 centers. What the State is now doing, according to the APEA, is taking away
13 a benefit bargained under Article 13, Sections 1 and 2, and thus violating
14 the Agreement. The Letter of Understanding was "reiteration" and "restatement
15 of Article 13," says the State negotiator, according to APEA, and must now be
16 adhered to. Officers who remain on duty during meal break should be
17 compensated an additional thirty minutes. In conclusion the APEA asked that
18 the grievance be sustained, officers made whole, and paid thirty minutes
19 overtime when not allowed to take a meal period away from their duty station,
20 and costs of the arbitrator assigned to the State. APEA requested that he
21 retain jurisdiction until the remedy is properly effectuated.

22 The State contended that there had been no change in the practice
23 regarding the taking of relief breaks and lunch periods while on either the
24 eight hour or 12 hour day schedule. Each institution allows breaks and
25 lunch periods to be taken. "While there may be no set schedule, the State
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1 has made every effort to provide reasonable accommodations regarding the
2 taking of breaks and lunch periods" (S.B. 6).

3 The State argued further that no set or regular schedule was required,
4 that the relief breaks and lunch periods were paid time now, and practices
5 have remained constant over the years. No agreement provides that each
6 officer gets "quiet time away from the inmates," nor is the State required
7 to provide a break room or location per se. No issue arises during the
8 evening shift when opportunity was always available for breaks. Coffee on
9 post was available. Staff is short, and it is an unreasonable and untenable
10 position to assert relief staff must be available. Officers are charged
11 with the security of the inmates, are paid for all time, and know this when
12 hired. "A term of their employment includes the condition that they are
13 unable to leave the institution." Under Article 5, management has the right
14 to establish reasonable work rules and assign the hours of work. "There is
15 nothing new or different occurring in the institutions to cause the
16 Association to file this grievance." The testimony of a few disgruntled
17 officers should not persuade the arbitrator that the Agreement has been
18 violated, according to the State.

19 Finally, the State contended that the APEA failed to raise the issue
20 of violation of the Letter of Agreement during the grievance process and
21 should be stopped from doing so now. It is raising a new issue at the time
22 of the hearing. Nevertheless, the Letter does not apply, nor does it allow
23 overtime for lunch periods not taken. Section 2 of the Letter is a
24 reaffirmation "to make a good faith effort to provide relief breaks and
25 meal periods, and was not intended to provide overtime" (S.B. 11). Further,
26 overtime is due only for those hours worked in excess of the defined work
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1 week, and that does not occur here even granted the Association's claim
2 regarding failure to allow breaks. Ruling overtime would add to the
3 Agreement, a power the arbitrator does not have, according to the State.

4 According to the State, the grievance should be dismissed in its
5 entirety and that the arbitrator assign all fees and expenses to APEA.

6 DISCUSSION

7 A. The Letter of Understanding

8 As a preliminary matter, I regard the Letter of Understanding as a part
9 of the Agreement between the parties, and may therefore be germane to the
10 issue before the arbitrator. As cited by APEA, Article 33 of the Agreement
11 allows the parties to amend the terms and conditions by a Letter of
12 Agreement. No evidence indicated that the Letter of Understanding regarding
13 correctional officers and their work schedules including other matters was
14 not properly executed as Article 33 provides (Jt. Ex. 3). Under these
15 circumstances, the representatives on the document itself as well as the
16 testimony of Mr. Ludwig and Mr. Cummings support this conclusion that it is
17 part of the Agreement between the parties.

18 The State claimed that the APEA had ignored the Letter of Understanding
19 in Joint Exhibit 3 throughout the grievance process and now raised a new
20 issue at the hearing, for the first time. The State objected to Joint
21 Exhibit 3 and argued at the beginning of the hearing and in brief that APEA
22 should now be estopped from relying upon it (S.B. p. 10).

23 I rejected this argument of the State on several bases. First, at
24 Step III, the grievance referred to "Article 13; inter alia," which reads
25 literally and means "Article 13, among other things." Because of the close
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1 relationship between Article 13 and Joint Exhibit 3, no surprise should now
2 occur that the Letter of Agreement was relevant to the issue, such that a
3 basis existed upon which to estop APEA from relying on it.

4 Second, the State was well aware of the Letter of Understanding and its
5 relevance. The Step IV response of the State to the grievance referenced the
6 Letter of Agreement specifically and asserted that:

7 the officers are also allowed a 30 minute lunch break in accordance
8 with the Letter of Agreement between the parties and . . . the lunch
9 period in a paid 30 minutes (Jt. Ex. 2, p. 23).

10 I could find no Letter of Agreement other than Joint Exhibit 3 to which the
11 above response applied.

12 Finally, I noted, although not cited by the State, that "APEA shall
13 state specifically which Article or Articles the State may have violated"
14 in Step V on arbitration. The demand for arbitration referenced Articles 1,
15 3, 5 and 13, but made no reference to the Letter of Understanding.

16 Even if the State had argued per this provision that APEA was estopped
17 from relying upon the Letter, several circumstances should be noted which
18 support rejection of the estoppel argument. First, no penalty per se
19 appears in the Agreement for failure to cite the proper Articles. Under
20 such circumstances, the State may well have grounds to postpone the hearing,
21 but not to set aside the grievance. No request to postpone was made in this
22 case. But further, postponement, or revision of the demand for arbitration
23 to comply with Step V depends upon the reasonableness of the request. Here,
24 I rejected the State contention on estoppel because "surprise" cannot be
25 supported. The State knew about the Letter and cited it at Step IV as
26 relevant to the issue. Second, the Agreement in Step V on arbitration, as
27 quoted above, refers to Articles. Letters of Understanding are amendments
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1 to Articles or terms and conditions of the Agreement, per Article 33. Thus,
2 citation of Article 13 by APEA included amendments to it, as may be set
3 forth in Letters of Understandings.

4 On the bases of the above, both Article 13, Sections 1 and 2, and
5 Section 2 of the Letter of Understanding, were germane to the issue. Both
6 are relevant contractual provisions subject to interpretation and application
7 in determining whether the State violated the Agreement, or either of those
8 specific provisions by its practices or lack thereof, among employees in
9 correctional institutions statewide.

10 B. Interpretation of the Agreement

11 The language of the Agreement is different between lunch breaks and
12 relief breaks. In the case of the latter, Section 2 in Article 13 provides
13 that:

14 Relief periods will be taken away from the immediate work area when
15 the Bargaining Unit Member works in a public contact office, and
16 where the Employer can reasonably provide such separate area
(underlining added).

17 No similar reference to a lunch period being taken at the duty post or
18 away from it is included in Section 1 of Article 13.

19 Clearly, the straightforward literal reading of the language in these
20 two sections fails to support the APEA with regard to a "quiet time away
21 from the inmates." The underlined "when" above does not apply to correctional
22 officers, who have no direct contact with the public. Nothing is stated in
23 Section 1 about either a lunch break or a relief break away from the work
24 station and/or duty station, nor is this right assured in the Letter of
25 Understanding.

26 On the other hand, both Sections 1 and 2 make unequivocally clear that
27 the employee "shall be allowed" a lunch break, and "shall be allowed" relief
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1 breaks. The verb in both sections is imperative and mandatory. The issue
2 becomes what is meant by "break" or "relief," not whether one or the other
3 shall or shall not be allowed.

4 No technical or artful meaning is attached to either of these two
5 words, "break" or "relief." Both carry their common ordinary meaning in
6 the context of the language of Article 13. "Break" refers to an interruption,
7 stopping what one is doing, as to "break" its continuity. What employees are
8 doing on their shift is working, and being in a duty status. Similarly,
9 "relief" refers to an interruption, also, for one is "relieved" of what one
10 is doing. Here, relief is from working, also.

11 For the most part, this would be the end of the matter were it not
12 for the Addendum to the Agreement and the Letter of Understanding, which
13 alter the work week, pay status and other working conditions for correctional
14 officers. Most relevant are the 40 hour week, rather than 37½ hours, and
15 the seven days on, seven days off, with a 12 hour day schedule, rather than
16 a seven and one-half hour day in duty status of "regular" employees. Clearly,
17 Article 13 was drafted to fit the 37½ hour work week, in which the employee
18 was afforded a thirty minute (or more) unpaid lunch break, and allowed the
19 usual or normal mid-morning "coffee" break and another in the afternoon.
20 Here, the correctional officers are paid for a 12 hour shift, which includes
21 the lunch break and the relief periods. Whereas regular employees have only
22 relief periods included in pay status, the correctional officers have both
23 lunch breaks and relief periods in pay status.

24 With regard to relief periods, the language gives no assurance to the
25 employee that the employee may leave the duty station, only that the Employer
26 after consultation with an Association representative will set out reasonable
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1 rules regarding relief periods. The relief arises primarily by less attention
2 to duties and responsibilities, the opportunity to have "coffee," to use the
3 restroom facilities, and so forth. "Relief" need not imply "replacement" of
4 the employee. Thus, the relief period is a pay status slow activity period
5 for employees, whether in regular positions or those of correctional officers.

6 With regard to lunch breaks, the language makes no assurances on where
7 the employee may have lunch, only that a "break" shall be allowed. As noted
8 above, the "break" is a break from "work" even though it may be or must be
9 taken at the duty station. Here, the nature of the language assures a duty-
10 free lunch period. Note, for example, the provision about work and lunch
11 periods beyond the normal shift. Section 1 states that "such additional
12 lunch period shall be considered as time worked . . ." (underlining added).
13 If considered as time worked, then "such lunch period" is not worked, even
14 though paid at the overtime rate as time worked beyond the regular shift
15 hours. Similarly, the regular lunch break for correctional officers is a
16 paid, duty-free lunch break.*

17 C. Application of Lunch Break and Relief Period Language

18 1. Relief Periods

19 I concurred with the Employer that the rules and customs regarding the
20 relief periods must vary according to the type of work, and the circumstances
21 surrounding the work area. For the most part, correctional officers find
22 much less regularity in the scheduling of relief periods, or rest breaks for
23 them than for other employees. None were willing to affirm that a request

24 _____
25 *By implication, the lunch break of employees in a 37½ hour work week
26 schedule is unpaid and duty-free. Correctional officers get a duty-free
27 paid lunch break because they are required to remain at the institution
28 during the entire shift, and available for "emergency" or "unexpected"
events.

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1 for a break would go unheeded by the Employer unless in the case of some
2 type of emergency.

3 As pointed out by the State, the evening/night shift is a slow one and
4 the problem of a relief period is essentially nonexistent. But combining
5 both the testimony of correctional officers and their senior supervisors, I
6 concluded that no gross or extreme violation of the relief break language
7 has occurred. Clearly, sometimes, correctional officers were unable to
8 "stop" and "rest," but the occasions did not impress me as a serious
9 contract violation, or necessarily a bad faith attempt by management to
10 take advantage of the officer in the cell block where relief was most
11 difficult. Even in normal employment, circumstances will prevent the
12 usual rest period on occasion. Here the "production of security services"
13 cannot be interrupted, by the nature of the institutions, and employees
14 must always be on duty. Thus, the frequency of loss of a specific 15 minute
15 "off-duty" rest or relief period may be greater than elsewhere. At the
16 same time, the availability of coffee at the duty station, and movement of
17 the lunch carts about the facilities, may avail correctional officers or
18 opportunities and facilities not always present in other settings.

19 For the most part, the correctional officers who testified reported
20 inability to leave their duty station for relief breaks, and thus concluded
21 that they had no relief period. But, as noted above, the Agreement does not
22 require that the employee leave the work location. Thus much of the
23 testimony of the officers was beside the point, whether, in fact, they
24 were afforded any regular opportunities to "rest" or "relax" on duty posts.
25 The evidence overall impressed me that such opportunities did exist and did
26 occur, such as coffee in the kitchen, or dining room, the "break room" at
27 Highland, relief by roving officers, and so forth.
28

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1 Thus, on the basis of the above, I found that the State had not violated
2 the Agreement with regard to its general practices concerning relief periods
3 in the correctional institutions. In reaching this conclusion, I point out
4 that relief periods mean exactly that. The Employer must act in good faith
5 to allow all correctional officers the contractually required relief period
6 twice each day.

7 2. Lunch Break

8 The difference between lunch breaks and relief periods rests primarily
9 on the absence of activity in a relief period, whereas, during a lunch break,
10 the employee has a task or function to perform, namely to eat. In one
11 sense, the assigned duty for which an employee is paid during a lunch break
12 is to eat, and thus "breaks" from the normally assigned work and
13 responsibility.*

14 Unless an employee is allowed to leave his regularly assigned post,
15 the difficulty of "breaking" from regularly assigned duties in a correctional
16 institution is apparent. The officer's primary function is to maintain
17 security and to meet the essential needs of the inmates. When an officer
18 remains in a cell block, to eat his meal, separation of the lunch break
19 from other activities such as maintaining security may be impossible. Under
20 the Agreement, the Employer may leave the employee at his post, but the
21 performance of duties other than taking a lunch break, constitute "extra
22 work." As Mr. Cummings acknowledged, working through the lunch hour is work
23 exceeding the work day or the work week, and results in overtime payment.

24 *One basis for payment of the one-half hour lunch break at straight
25 time inside the 12 hour shift was to assure the availability of employees
26 in cases of emergencies and unexpected serious events, as well as for the
27 general security of the facility. But handling these events are a part of
28 regular duties, even though not a part of normally assigned daily duties
and responsibilities.

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1 Thus, to the extent that employees are required to remain on their
2 regular post during a lunch break without clear and specific relief from
3 their normally assigned duties, the Employer will have violated Article 13,
4 Section 1. In such cases, employees are entitled to one-half hour of
5 overtime each day on which this occurred.

6 The evidence was less than clear on the extent that such assignments
7 regularly occurred, and where employees may be entitled to overtime pay.
8 For example, at the Wildwood Pre-Trial Facility, the availability of a
9 break room, and rotating of duty posts made clear that any violation of the
10 lunch break provision had occurred here was unlikely. The opportunity for
11 most or all officers to eat in the dining room at the ~~Palmer~~ Fairbanks Correctional
12 Center may well eliminate any issue there. Certainly, the evidence indicated
13 that proper breaks were available. Similarly, for Highland Mountain,
14 Mr. Sausser's explanation of non-fixed posts so that employees were not required
15 in certain spots at all times and the use of roving officers to relieve
16 fixed-post employees indicated separation of employees at lunch breaks from
17 their regularly assigned tasks and locations. For the most part, in the
18 smaller facilities and those with few or no maximum security provisions,
19 correctional officers were allowed duty-free lunch breaks separate from
20 regularly assigned locations and work.

21 On the other hand, the testimony concerning the Fairbanks Correctional
22 Center indicated that some officers did have opportunity to eat only on or
23 at their regular duty stations. From the testimony, also, some correctional
24 officers did get a lunch break in such a manner that they were not carrying
25 out their normal and regular duties at the same time. Here I concluded
26 that the State had violated Article 13, Section 1, of the Agreement.
27
28

KENNETH M. McCAFFREE, Arbitrator
GALLANTY WEST CORPORATION
7020 N.E. Twin Spits Road
Hansville, Washington 98340
(206) 838-2426

1 Although eleven persons testified about practices in the various
2 institutions, the evidence on balance showed no widespread violation of
3 Article 13. But whether widespread or not, the Grievants were entitled
4 to be made "whole" insofar as "extra work" was regularly performed during
5 what otherwise was a paid lunch period separate from regularly assigned
6 duties, responsibilities and/or work location.

7 D. Remedy

8 In one respect, a remedy is straightforward. Any correctional officer
9 who regularly had his lunch at his normal post, without clear relief from
10 the duties and functions ordinarily performed at that location, would be
11 entitled to one-half hour of overtime for each day on which this occurred
12 since the grievance was filed formally at Step III on February 20, 1987.
13 On the evidence before me, an officer who had no fixed-post position would
14 unlikely be eligible for the overtime, inasmuch as that officer could eat
15 in the dining room or similar space apart from his normal duties and
16 responsibilities. Or alternatively, officers who were relieved by those
17 on roving assignments, where ever the employee may have eaten his lunch,
18 would be unlikely to justify receipt of the overtime. However, I leave
19 these specifics to the parties to resolve on the basis of the above
20 guidelines and interpretation of the lunch break language in Article 13,
21 Section 1.

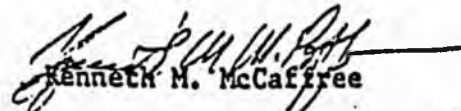
KENNETH M. McCAFFREE, Arbitrator
GALLANTRY WEST CORPORATION
7020 N.E. Twin Spits Road
Hansville, Washington 98340
(206) 538-2428

1 DECISION AND AWARD

2 After study of the testimony and other evidence produced at the
3 hearings, and the arguments of the parties on that evidence in briefs, and
4 on the basis of the above analyses, discussion, and conclusion, I decided
5 that the State had violated Article 13, Section 1, of the Agreement. The
6 practices followed in connection with Article 13, Section 2, were consistent
7 with the meaning of the Agreement, and prior practices of the parties under
8 that language. On this basis, I make the following award.

- 9 1. The State violated Article 13, Section 1, when correctional
10 officers were required to take their lunch breaks while on post
11 and while carrying out their regularly and normally assigned
12 duties and responsibilities.
- 13 2. The State did not violate Article 13, Section 2, in its
14 practices on allowing or scheduling relief periods for
15 correctional officers.
- 16 3. With regard to the violation found in item 1 above, the
17 parties are directed to seek out those employees who may have been
18 entitled to overtime compensation for working through or during their
19 lunch breaks on a regular basis and to do so promptly. And once
20 such employee or employees have been identified, the State is
21 directed hereby to compensate each employee for one-half hour over-
22 time for each day that employee worked through or during the lunch
23 break since February 20, 1987. These activities, including compen-
24 sation of employees for past overtime work, shall be completed by
25 September 1, 1988.
- 26 4. The parties are directed hereby to follow the applicable
27 provisions of the Agreement with respect to lunch breaks and
28 relief periods.
- 29 5. The arbitrator retains jurisdiction of this case for the
30 purpose of assisting the parties at the written request of either
31 to implement this decision and award. This jurisdiction shall end
32 on September 1, 1988, unless a written request for assistance shall
33 then be pending.
- 34 6. The fees and expenses of the arbitrator have been assigned
35 one-fourth to APEA and three-fourths to the State, per Article 10
36 of the Agreement.

Sincerely,


Kenneth M. McCaffree

February 17, 1988
Hansville, Washington

KENNETH M. McCAFFREE, Arbitrator
GALLANTRY WEST CORPORATION
7020 N.E. Twin Spits Road
Hansville, Washington 98340
(206) 838-2428

ATTACHMENT A

LIST OF EXHIBITS (All Joint)

- Exhibit 1 1984-86 GGU Agreement
- Exhibit 2 History of Grievance (24 pages)
- Exhibit 3 Letter of Agreement, APEA and State Re GGU Employees,
Effective June 29, 1986

LIST OF WITNESSES

<u>NAME</u>	<u>OCCUPATION</u>	<u>BY WHOM CALLED</u>
<u>October 28, 1987</u>		
Walter L. Mason	Correctional Officer, Fairbanks Correctional Center	APEA
Roger Champagne	Correctional Officer, FCC	APEA
Bruce Ludwig (by telephone)	Director, Negotiations and Field Offices	APEA
Ralph Kavorkan	Retired Correctional Officer, FCC	APEA
Roger Christian	Correctional Officer, FCC	APEA
<u>October 29, 1987</u>		
Jody Foster	Correctional Officer, Highland Mountain	APEA
Frank B. Wilshshen	Correctional Officer, Wildwood Correctional Center	APEA
Frank Sauser	Superintendent, Highland Mountain	State
Art Schmidt	Superintendent, Palmer Correctional Center	State
Allen R. Terreault	Assist. Superintendent, Wildwood Pre-Trial Facility	State
Kenneth Brown	Director, Northern Region, Dept. of Corrections	State
Bruce Cummings (by telephone)	Director, Division of Labor Relations	State
Gary S. Turney	Correctional Officer, Palmer Correctional Center	APEA

KENNETH M. McCAFFREE, Arbitrator
 GALLANTRY WEST CORPORATION
 7020 N.E. Twin Spits Road
 Hansville, Washington 98340
 (206) 638-2426

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AMENDMENT

CSHB 154 (FIN)

DEPT. OF CORRECTIONS

* Sec. The sum of \$20,000.00 is appropriated from the general fund to the Department of Corrections to pay for the court ordered extension of the CLEARY V. SMITH Court Monitor.

STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

7. Authority Number	88-0920A
8. Optional Renewal Years remaining <u>7 months</u>	
XX Yes [] No	
9. Financial Loading	
5. Agency Assigned Encumbrance Number	
6. Amendment No.	1

This agreement is between the State of Alaska,

7. Department of Corrections		hereafter, the State, and	
8. Contractor Alison Reardon		hereafter, the Contractor	
Mailing Address Street or P.O. Box		City State ZIP Code	
723 1/2 Birch Street		Anchorage AK 99501	
9. Original period of performance FROM: January 25, 1988 TO: June 30, 1988		10. Amended period of performance FROM: January 25, 1988 TO: January 31, 1989	
11. Previous amount of contract to date	12. This amendment is for	13. This amended contract shall not exceed a total of	
\$23,000	\$28,000	\$51,000	

14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. (Use reverse for continuation of amended provisions if necessary.)

This amendment is to extend the time frame and dollar amount of the contract as indicated above. Workscope and payment are attached as Appendix C and Appendix D.

In full consideration of the contractor's performance under and including this amendment, the State shall pay the contractor a new total not to exceed \$ 51,000.

The period of performance under this contract is increased/decreased by 7 months (215 days) to January 31, 1989.

IN WITNESS WHEREOF the parties hereto have executed this amendment.

NOTICE: This amendment has no effect until signed by the, Head of Contracting Agency, Procurement Officer or designee

<p>15. CONTRACTOR</p> <p>Name of Firm</p> <p style="text-align: center;">Alison Reardon</p> <p>Signature of Authorized Representative Date <i>Alison Reardon</i> 6-29-88</p> <p>Typed or Printed Name of Authorized Representative Alison Reardon</p> <p>Title Standing Compliance Monitor</p>	<p>17. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.</p>
<p>16. CONTRACTING AGENCY</p> <p>Department/Division Corrections/Statewide Programs</p> <p>Signature of Project Director Date <i>Walter Majoros</i> 7/6/88</p> <p>Typed or Printed Name of Project Director Walter Majoros</p> <p>Title Director, Statewide Programs</p>	<p>Signature of Head of Contracting Agency or Designee Date <i>Susan E. Knighton</i> 7-6-88</p> <p>Typed or Printed Name of Authorizing Official Susan E. Knighton</p> <p>Title Director, Administrative Services</p> <p>18. APPROVAL BY THE DEPARTMENT (if applicable)</p>

for

APPENDIX C

WORKSCOPE AND CONDITIONS

The scope of work, duties, powers, reporting procedures, and other details for performance by the contractor are specified in the attached court order. The attached court order and cover letter to Ms. Reardon from Judge Serdahely is incorporated, in their entirety, into this Appendix of this contract. Section 8 of the court order is referenced in Appendix D.

APPENDIX D
PAYMENT SCHEDULE

- (1) The parameters for this Appendix are specified in Section 8 of the court order incorporated into Appendix C of this contract. In addition to the payment schedule outlined below, the Department of Corrections is responsible for costs incurred by the contractor for long distance telephone calls and to provide for data processing, mailing, etc., as outlined in Section 8 of the court order. Those specific costs will be paid, for activities performed in the course of her duties and responsibilities as Standing Compliance Monitor, separately from this contract.

Office spaces, secretarial support services, and travel expenses are to be paid by the court.

- (2) Payment Schedule:

	<u>DATE</u>	<u>AMOUNT</u>
a.	On approval and initiation of contract	\$2875.00
b.	February 29, 1988	\$4000.00
c.	March 31, 1988	\$4000.00
d.	April 30, 1988	\$4000.00
e.	May 31, 1988	\$4000.00
f.	June 30, 1988	\$4000.00

An invoice must be submitted to Department of Corrections by the contractor as of each date listed above. Payment will not be made without an invoice.

The total amount of this contract will not exceed \$23,000.00 for FY 88.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, save harmless and defend the state, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the contractor's performance of this contract which are caused by the joint negligence of the state and the contractor shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30 day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

2.1. Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

2.2. Comprehensive (Commercial) General Liability Insurance: with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

2.3. Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

2.4. Professional Liability Insurance: covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the state. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$250,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$500,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Negotiable—Refer to Risk Management

Article 2.2 above is waived as discussed and approved by Brad Thompson, Department of Administration, Division of Risk Management on January 20, 1988.

Article 2.4 is waived as discussed and approved by Don Hitchcock, Director, Division of Risk Management, Department of Administration on January 25, 1988.

APPENDIX A (cont.)

Article 15. Notwithstanding Article 3.1 above, any disputes concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be resolved by Judge Douglas J. Serdaneiv.

Article 16. Notwithstanding Article 5 above, any dispute regarding termination of this contract, in whole or in part, shall be resolved by Judge Douglas Serdaneiv.



STATE OF ALASKA

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number
2. ATN Number
3. Service Code(s)
4. Financial Coding
5. Agency Assigned Encumbrance Number
6. Vendor Number
7. AK Bus. Lic. # 073206

This contract is between the State of Alaska,

8. Department of Corrections, Commissioner's Office hereafter, the State, and

9. Contractor Alison Reardon hereafter, the Contractor

Mailing Address 723 1/2 Birch Street, Anchorage, Alaska 99501

10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.
ARTICLE 2. Performance of Services:
2.1. Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.
2.2. Appendix B sets forth the liability and insurance provisions of this contract.
2.3. Appendix C sets forth the services to be performed by the contractor.
ARTICLE 3. Period of Performance: The period of performance this contract begins January 25, 1988, and ends June 30, 1988. Performance may be extended for additional periods by the written agreement of the parties.
ARTICLE 4. Consideration:
4.1. In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ 23,000.00 in accordance with the provisions of Appendix D.
4.2. When billing the State, the Contractor shall refer to the ATN Number and send the billing to:

11. Department of Corrections Attn: Division of Commissioner's Office

Mailing Address 2200 East 42nd Avenue, Anchorage 99508 Attention Jana Varrati

NOTICE: This contract has no effect as an offer by the Contractor until it is approved by the Department of Administration.

12. CONTRACTOR 14. APPROVAL BY THE STATE CONTRACTING AGENCY
NOTICE: This certifies the availability of funds. I am aware that certifying false, inaccurate, or misleading documents constitutes an unsworn falsification punishable under AS 11.56.210.

Name of Firm Alison Reardon Signature of Head of Contracting Agency or Designee Date D. H. Humphrey-Barnett 1/28/88

Signature of Authorized Representative Alison Reardon Date 1-28-88 Typed or Printed Name of Authorizing Official Susan Humphrey-Barnett

Typed or Printed Name of Authorized Representative Alison Reardon Title Commissioner

Title Standing Compliance Monitor Employer I.D. No. (EIN) or SSN 574-28-3359 15. APPROVAL BY THE DEPARTMENT OF ADMINISTRATION

13. REQUESTING AGENCY

Department/Division Corrections, Commissioner's Office

Signature of Project Director Jana Varrati Date 1/19/88

Typed or Printed Name of Project Director Jana Varrati

Title Special Assistant to the Commissioner

APPENDIX A GENERAL PROVISIONS

- Article 1. Definitions.
1.1. In this contract and appendices, "Project Director" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
1.2. "State Contracting Agency" means the Department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.
Article 2. Inspection and Reports.
2.1. The Department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
2.2. The Contractor shall make progress and other reports in the manner and at the times the Department reasonably requires.

APPENDIX C

WORKSCOPE AND CONDITIONS

The scope of work, duties, powers, reporting procedures, and other details for performance by the contractor are specified in the attached court order. The attached court order and cover letter to Ms. Reardon from Judge Serdahely is incorporated, in their entirety, into this Appendix of this contract. Section 8 of the court order is reference in Appendix D.

APPENDIX D
PAYMENT SCHEDULE

1. The parameters for this Appendix are specified in Section 8 of the court order incorporated into Appendix C of this contract. In addition to the payment schedule outlined below, the Department of Corrections is responsible for costs incurred by the contractor for long distance telephone calls and to provide for data processing, mailing, etc., as outlined in Section 8 of the court order. Those specific costs will be paid, for activities performed in the course of her duties and responsibilities as Standing Compliance Monitor, separately from this contract.

Office spaces, secretarial support service, and travel expenses are to be paid by the court.

2. Payment Schedule:

	<u>DATE</u>	<u>AMOUNT</u>
a.	July 31, 1988	\$ 4,000
b.	August 31, 1988	\$ 4,000
c.	September 30, 1988	\$ 4,000
d.	October 31, 1988	\$ 4,000
e.	November 30, 1988	\$ 4,000
f.	December 31, 1988	\$ 4,000
g.	January 31, 1989	<u>\$ 4,000</u>
		\$28,000

An invoice must be submitted to Department of Corrections by the contractor as of each date listed above. Payment will not be made without an invoice.

The total amount of this contract will not exceed \$28,000.00 for FY89.

Attachment V



Superior Court
State of Alaska

THIRD JUDICIAL DISTRICT
323 K STREET
ANCHORAGE, ALASKA
99511-3223

CHAMBERS OF
DOUGLAS J. SERDANELY
Presiding Judge

DEPARTMENT OF CORRECTIONS
CENTRAL OFFICE-BUREAU

December 8, 1987

Ms. Alison Reardon
723 1/2 Birch Street
Anchorage, Alaska 99501

Re: Appointment of Standing Compliance
Monitor - Cleary

Dear Ms. Reardon:

Enclosed is the Court's order in the Cleary case appointing you to be the Court's Standing Compliance Monitor for that action.

The appointment is for one year, commencing January 25, 1987. It is contemplated that your duties during the first half of this appointment will keep you busy full time (or more) but that the Monitor's activities may diminish somewhat during the latter part of the term.

Per our prior discussion, it is my understanding that having received this appointment, you will resign from your present position as representative of the APEA.

Compensation will be at the amount of \$50,000 for the year, payable in the form of equal monthly installments by the Department of Corrections or in such other form as the Court may order. I have discussed your request for an "advance" or "draw" with counsel, and suggest that you communicate directly with Mike Stark, the Department's counsel, regarding this matter.

cc: Commissioner
Deputy Commissioner
Special Assistants
Directors SIK

Ms. Reardon
December 8, 1987
Page 2

As we discussed, however, the one year term of appointment will straddle two fiscal years. Since the Department cannot lawfully expend money from this year's budget for obligations incurred in the next fiscal year, the Department cannot now guaranty the funding for the next fiscal year. Nevertheless, I have ordered the Department, and the Department has agreed, to use good faith efforts to obtain such funding for the next fiscal year.

As I understand it, your status with the Department will be that of an independent contractor. This means that you will have to obtain benefits such as medical or dental insurance on your own. Reasonable periods of personal leave can be coordinated with the Court.

We will provide you will office space, equipment and some secretarial assistance at the Alaska Court System building, 303 "K" Street, Anchorage, Alaska. To the extent necessary, the Department may be obliged to perform or assume certain additional office services or expenses, such as typing, duplicating and long distance telephone calls.

All travel expenses and related per diem will be paid by the Alaska Court System, per advance approval from me.

I will have my staff make available for your review all relevant pleadings, contempt motions, orders, Masters' Reports etc. in the Clery action.

No doubt, we will need to coordinate with each other further on the details of these and other matters.

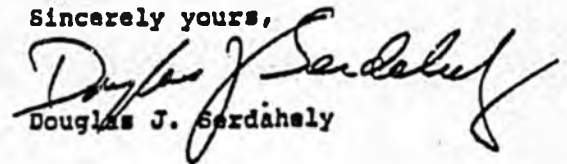
I'm sure that I speak for counsel for the parties as well as the Court System and my staff in saying that I am pleased you have accepted this most challenging assignment. We all look forward to working with you during the next year.

Ms. Reardon
December 8, 1987
Page 3

Kindly contact me at your convenience over the
next several weeks.

Best regards.

Sincerely yours,


Douglas J. Serdahely

DJS:dw

cc: P. Volland
K. Tinglum
M. Stark
Alaska Legal Services
Arthur H. Snowden, II
Robert Fisher

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT

MICHAEL CLEARY, DEMETRY KENEZUROFF,)
HARRY MORGAN, BOB OWEN, THOMAS WALTER,)
and ERNEST MORGAN, on behalf of)
themselves and all other persons who)
are now or will be similarly situated,)

Plaintiffs,)

vs.)

ROBERT SMITH, Commissioner, Department)
of Health and Social Services; ROGER)
ENDELL, Director, Division of Adult)
Corrections, Department of Health and)
Social Services; VERNON CAULKINS,)
Assistant Director, Division of Adult)
Corrections, Department of Health and)
Social Services; REVEREND WILLIAM LYONS,)
BEVERLY DUNHAM, FREDERICK PETTYJOHN, AL)
WIDMARK, and CONRAD MILLER, all of the)
Alaska Parole Board; SAMUEL TRIVETTE,)
Executive Director of the Alaska Board)
of Parole; and their subordinates,)
employees, and agents,)

Defendants.)

Case No. JAN-81-5274 Civil

ORDER APPOINTING STANDING COMPLIANCE MONITOR

Having considered the recommendations of former Master Eric Sanders, and having further considered the arguments and pleadings submitted by counsel at the Court's invitation, this Court now issues the following order regarding the appointment of a special Master herein referred to as the Standing Compliance Monitor ("Monitor" or "Compliance Monitor").

1. Introduction. This Court finds that the appointment of a Standing Compliance Monitor is both necessary and appropriate to assist the Court in overseeing Defendant Department of Corrections' ("Department") compliance with the 1983 Partial Settlement Agreement and Order pertaining to Subclass "A" and "B" ("PSA"), dated January 21, 1983, and presently in effect. Pursuant to this order, the Defendants agreed to institute a broad range of reforms at various correctional institutions.

Since the PSA and order were entered, a number of disputes have arisen between the parties over compliance and this Court has been obliged to adjudicate a number of contempt

cc: Commissioner
Deputy Commissioner
Special Assistants
Directors etc.

motions brought by the Plaintiffs. The Court has, in the past, used a Special Master to assist it in adjudicating the contempt issues. Recently, the Court terminated the Master's appointment after several years of service.

The issues involved in such contempt proceedings have been both time-consuming and complex. The Court has also found these compliance issues to be fluid or dynamic in nature, frequently changing in character by the time court hearings are held. Both the parties and this Court have expressed frustration at the present system of resolving disputes over compliance. The parties and Court believe that the appointment of a new Compliance Monitor, whose powers, duties and role would be somewhat different from the former Civil Rule 53 Special Master, may well be more useful in resolving future compliance disputes. Generally, it is contemplated that the new Compliance Monitor will perform a more informal, investigative and mediative role with the parties than the passive, adjudication role of the prior Master.

Among the objectives sought to be achieved through the appointment of such Monitor are the following:

- The reduction of delay in the resolution of future compliance disputes;
- The reduction of attorneys' fees and expenses in the resolution of future compliance disputes;
- The encouragement and development of cooperation and trust between the parties, hopefully toward the goal that the number of adversarial adjudicative actions will be reduced through the use of informal dispute resolution efforts;
- In particular, the reduction or elimination of potential contempt motions which must ultimately be resolved by the Court itself; and
- The development of a permanent, informal dispute resolution procedure which would, hopefully, lead to the

total withdrawal of the Court and its Monitor from compliance oversight activities of the parties in this action.

2. Appointment of Monitor.

Accordingly, and pursuant to Alaska Civil Rule 53 and the inherent power granted this Court to enforce remedial orders, this Court hereby appoints Ms. Alison Reardon, of Anchorage, Alaska, as the Standing Compliance Monitor of this Court to serve under the following terms and conditions. A copy of Ms. Reardon's resume is attached hereto as Exhibit "A".

The term of appointment shall be for one (1) year, commencing on January 25, 1988. Toward the conclusion of such year, the Court will hold a hearing, and determine whether the Monitor's services are required beyond such year, and whether, or to what extent, such appointment should be extended. It is currently hoped that no such extension will be necessary.

3. General Duties. The primary duty of the Monitor shall be to assist the Court by promoting and monitoring compliance with the 1983 Partial Settlement Agreement and Order.

In performing this duty, the Monitor may investigate, observe, monitor, find facts, report or testify as to her findings, and make recommendations concerning procedures and/or actions which should be taken to encourage and achieve compliance. The Monitor has the duty to confer with both parties on any matters affecting compliance and, correspondingly, shall have the duty to promote and hold negotiations between the parties which may resolve problems with compliance. The Monitor is also encouraged to maintain close contact with counsel for the parties, and when practical, to communicate with both counsel at the same time (in person or by telephone conference call). When this is not practical, the Monitor shall keep some type of record, log, notes or recording of such ex parte communications, and shall inform opposing counsel of the nature of any such communication as soon as practical after the communication occurs.

The Monitor remains under the ultimate control and supervision of this Court. The Monitor is not authorized to

require either party to take or refrain from taking any action to achieve compliance. The sole authority to direct compliance, and to punish noncompliance, remains with this Court.

4. Special Duties. Without limiting the general duties specified above, the Monitor is directed to undertake the following special duties:

a. 120-Day Status Report. The Monitor shall investigate and report on the Defendants' overall compliance with the 1983 Partial Settlement Agreement and Order. Generally, her investigation may include, but is not necessarily limited to, inspections of the Department's institutions, interviews with the Department's personnel and with Plaintiffs, and a review of the Department's records. The Monitor shall conclude her investigation and report to the parties and the Court on her findings within 120 days of this order. The Monitor's interim status report shall identify general areas of compliance and noncompliance, and shall further make findings and recommendations to the Court consistent therewith.

b. Recommended Procedures. The Monitor shall investigate and recommend what actions should be taken or procedures which could be implemented to resolve future complaints between members of the Plaintiff class and the Defendants regarding compliance. In this regard, the Monitor shall report to the Court and the parties on whether the present method by which inmates may complain of violations of the 1983 agreement to correctional officials is a viable method of dispute resolution. To the extent that the method is found not to be viable, the Monitor shall make such recommendations as may be appropriate regarding the modification of such procedures.

c. Issues of Interpretation of PSA. The Monitor shall identify and attempt to resolve any questions of interpretation of the 1983 Partial Settlement Agreement through informal discussions with counsel for the parties. Disputes of interpretation of the PSA which cannot be resolved by such means shall be referred by the Monitor to the Court for resolution. The

Monitor may make such findings as are necessary to assist the Court in making any such interpretations.

d. Complaint Procedures. Generally, throughout this twelve month appointment the Monitor shall hear, investigate and report on any allegations of noncompliance which arise during her appointment. If any allegation of noncompliance is raised directly to the Monitor, she shall notify the Defendants of the allegation. The Monitor may, in her discretion, either investigate and resolve the complaint directly, or refer the matter to Defendants and monitor the Defendants' response to the complaint. The Monitor shall issue appropriate findings of fact and recommendations whenever noncompliance is found.

One of the principal objectives of the Court and the parties in connection with this appointment is to encourage Defendants and their staff to become capable of complying with the PSA without any involvement of the Court or a Monitor. To facilitate this goal, the Court hereby orders that for the first 120 days after the appointment of the Monitor, the following complaint procedures shall apply:

(1) Any prisoner who seeks relief because he or she believes a violation of the PSA has occurred must first submit a written grievance to the institutional compliance Monitor which sets out the underlying factual basis for the alleged violation and the relevant provision of the PSA.

(2) The institutional compliance Monitor shall, within five (5) working days, investigate the allegation and respond in writing to the complaining prisoner.

(3) If the prisoner is not satisfied with the response, he or she may send the complaint to the Monitor at the Alaska Court System, 303 "K" Street, Suite 272, Anchorage, Alaska 99501. The Monitor shall, through utilization of the written complaint and response, communicate with the parties and/or counsel, review the PSA, conduct an on-site investigation if deemed necessary.

and investigate the merits of the complaint. If the Monitor determines that the complaint has merit, she shall recommend whatever action to Defendants that is deemed necessary to correct the problem. Any recommended action should be directed to the superintendent of the relevant facility with a copy to the appropriate regional director for corrections.

(4) Whenever the Monitor has determined that a violation of the PSA has occurred and Defendants have refused to comply promptly with the action recommended to correct the problem, the Monitor shall prepare a report for the Court and counsel setting out the particulars, said report to be filed and served within one week of Defendants' refusal to comply with the recommendations. Upon receipt of such a report Plaintiffs may file a contempt motion before the Court regarding the alleged violation. In order to avoid stale claims, Plaintiffs shall have up to 30 days from the date of notification by the Monitor in which to bring a contempt motion or they shall be deemed to have waived their right to litigate the matter before the Court.

(5) Defendants shall maintain copies of all such written grievances and responses. At least once each month, or at such times as the Monitor shall direct, Defendants' institutional compliance monitors for each correctional facility shall send to the Monitor copies of all such written grievances alleging violations of the PSA and of the written responses provided to prisoners. The Monitor shall consider this information in preparing the 120-day interim status report to the Court referred to in paragraph 4(a) above.

(6) Following the 120-day period during which the foregoing inmate complaint resolution procedures will be in effect, the Monitor shall make recommendations to the Court and counsel whether such procedures should be