

**ALASKA LEGISLATURE**

**2466**

**HOUSE and SENATE FINANCE COMMITTEE FILES, 2003-2004**

32

**Community Developmental Disabilities Grants DD Waitlist Reduction and Base Grant Restoration** — These funds would be used to remove individuals currently in need of services on the Developmental Disabilities Waitlist and replace funds cut by the legislature from base grant programs. \$625,000 GF/MH

**Inclusive Recreation (Yr 2 of 2)** — This project provides funds to community recreation providers to include individuals who experience developmental disabilities and mental health consumers in community recreational activities. \$50,000 MHTAAR

**Dental Training Program (Yr 2 of 5)** — This program would provide funds to pilot the coordination and provision of dental hygiene training for developmental disabilities direct service providers so they can learn techniques to be used with the individuals they support. Once piloted and evaluated, the training will be made available to other beneficiary groups. \$50,000 MHTAAR

**Positive Behavior Support Services (Yr 1 of 1)** — Provides funds for eight intensive training and follow-up sessions in rural communities for family members and providers to implement positive support plans for individuals with challenging behaviors. \$70,000 MHTAAR and \$70,000 GF/MH

**Mini-grants for DD Beneficiaries** — Provides assistance with basic living needs not covered by current grants, such as transportation, clothing and the like, will also be considered. These services will help Trust beneficiaries attain and maintain healthy and productive lifestyles. These items are determined to support beneficiaries in achieving stability and are key supports to gaining self-sufficiency. \$227,500 MHTAAR

**DD Waitlist Reduction and Base Grant Restoration** — Consumer mini-grants are an important component of a system delivering individualized services to the developmentally disabled that promote recovery and stability. Small grants can create significant opportunities for individual beneficiaries. The state will permit applicants to use non-profit or local governmental entities as pass-through grant agencies. Consumer choice will not be limited to current grantees. \$625,000 GF/MH

## Children's Services

### Family Preservation

**Supported Parenting/Family Support - Parent Beneficiaries (Yr 4 of 5)** — This project builds on current efforts in three beneficiary groups to provide necessary support services to parents with disabilities, severe alcohol problems, or mental illness. These services include information and training on parenting and fulfilling parental responsibilities. \$250,000 MHTAAR

## Division of Behavioral Health

### Grants

**Restore ASAP Programs** — Restores GF funding cut in FY04 for Alcohol Safety Action Programs around the state. These programs provide a vital accountability link, tracking clients between the courts and treatment providers. \$400,000 MHTAAR

**Family Wellness Camps (Yr 5 of 5)** — Provides operating funding for new and existing family wellness camps providing substance abuse treatment in rural areas. \$300,000 MHTAAR and \$350,000 GF/MH

**Mini-grants for Chronic Alcoholic Beneficiaries** — Provides mini-grants of up to \$2,500 for chronic alcoholics

with psychosis who are in need of a range of medical, dental, vision, or special health-care services. Assistance with basic living needs not covered by current grants, such as transportation, clothing and the like, will also be considered. \$320,700 MHTAAR

**API2000 Community Services** — This project will provide the intensive community services portion to allow API to operate at 54 beds (down from 74). Completing the transition from time-limited federal and other funds to the state GF/MH base is required in FY05 or crucial elements of the project, such as designated evaluation treatment, will be jeopardized. \$2,830,600 GF/MH

**Mental Health Consumer/Family Conference** — This project provides leadership training for mental health consumers and their families. The training provides an opportunity for adults with mental illnesses and their families to engage in planning, implementation, and evaluation of mental health policy and service delivery. \$50,000 MHTAAR

**Bring the Kids Home Initiative (Yr 1 of 1)** — A comprehensive five-year DHS initiative designed to build critical capacity to reduce the number of Alaskan children and youth placed in out-of-state residential treatment centers. \$1,125,000 GF/MH \$1,462,500 Other

**Rural Services for Deaf/Hearing Impaired (Yr 7 of 7)** — This project provides mental health and substance abuse professionals trained to provide services to individuals who are deaf or who have hearing impairments. \$75,000 MHTAAR

### Psychiatric Emergency Services

**Rural Mental Health Grant Floor** — This GF/MH increment represents the final step in raising the Community Mental Health grant floor. The first step was funded by a GF/MH increment in FY02 and the second in FY03 through Medicaid administrative processes. \$150,000 GF/MH

**Rural Mental Health Consultation, Training and Coverage (Yr 5 of 5)** — This project consolidates three proposals submitted by the Rural Mental Health Association that are closely related in purpose. Two are current projects, the Rural Mental Health Consultation Project and the Rural Mental Health Conference, and the third creates a clinical coverage resource. The combined projects support rural consultation, training, and grantee assistance under one administrative structure. \$358,500 MHTAAR

### Chronically Mentally Ill Services

**Independent Case Management and Flexible Support Services (Yr 2 of 5)** — Provides Independent Case Managers not related to a Community Mental Health Center, with strong consumer choice in selecting flexible, community-based services. \$150,000 MHTAAR and \$150,000 Other

**Mini-grants for Mentally Ill Beneficiaries** — Provides assistance with basic living needs not covered by current grants, such as transportation, clothing and the like, will also be considered. These services will help Trust beneficiaries attain and maintain healthy and productive lifestyles. These items are determined to support beneficiaries in achieving stability and are key supports to gaining self-sufficiency. \$388,900 MHTAAR

**Traumatic Brain Injury Project (Yr 5 of 6)** — Continues the effort to establish a planning and policy advisory council, develop a state plan of services, and provide start-up funding (to be transitioned to Medicaid in FY05) for assessment and treatment of people with

traumatic brain injuries. The request matches a current federal grant. \$100,000 MHTAAR

**Clubhouses and Other Consumer Run Programs (Yr 4 of 7)** — This requests an extension of the existing project to establish and develop consumer directed and consumer run programs statewide. The ultimate goal is to establish consumer run clubhouses or other peer programs in all communities with a community mental health center. \$200,000 MHTAAR

**Beyond Shelter Program: Outpatient Services for Homeless Persons (Yr 2 of 3)** — The Beyond Shelter Program provides supports to homeless individuals and their families as they move toward re-establishing a home and self-sufficiency. This project matches a federal SAMSHA grant of \$582,000 designed to help homeless individuals with mental illness and/or substance abuse problems receive treatment while residing in safe affordable housing. \$50,000 MHTAAR

**Integrated Supports - Co-Occurring Disorders (Yr 5 of 5)** — This project targets adults with co-occurring mental and substance abuse disorders that have frequent involvement with the criminal justice system. The project provides these high risk/high need consumers with support services to help them maintain stability in the community \$529,000 MHTAAR

### Behavioral Health Administration

**Assisted Living Licensing Health/Safety Quality Assurance (Yr 4 of 5)** — A planning group, consisting of members from Division of Behavioral Health, The Trust, Long Term Care Ombudsman's Office, Division of Senior Services, Disability Law Center, and Governor's Council on Disabilities and Special Education, has been planning to build consensus on those issues that need to be addressed to build a more effective and responsive assisted living system, and to identify how the current Trust-funded projects can best advance these system level issues. \$145,000 MHTAAR

**Division of Behavior Health/Mental Health Quality Assurance Package (Yr 3 of 3)** — This project consolidates MHTAAR funding and GF/MH increments for several ongoing Trust-related projects to create a Safety and Quality Unit for mental health services. \$175,000 MHTAAR

**Office of Integrated Housing** — Recognizing the affordable housing crisis that exists in Alaska, the Office of Integrated Housing was created within the State's Behavioral Health Department to develop housing and housing opportunities for consumers struggling with mental illness and/or substance abuse. \$150,000 MHTAAR

**Developmental Disabilities Quality Assurance Position & Training** — These funds will help ensure that Developmental Disability providers meet or exceed the joint program standards established by the Department of Health and Social Services. This proposal would provide new funding for an additional quality assurance position and training for DMH/DD QA Unit staff. \$50,000 GF/MH

## Boards and Commissions

### Alaska Mental Health Board

**Strategic Communications Plan Implementation - AMHB portion (Yr 3 of 3)** — This proposal will fund the implementation of a strategic communications plan developed by the four Trust-related boards. It will support an integrated communications plan across advocacy groups, strengthen public awareness of our missions, leverage existing resources, eliminate duplicative efforts, and grow support for beneficiary

services among the general public and policymakers. \$50,000 MHTAAR.

**Advisory Board on Alcohol and Drug Abuse Board-Trust Partnership ABADA (Yr 5 of 5)** — Funds will be used for cross training and for consistent board member attendance to Trust-related meetings. \$18,000 MHTAAR

**Title 47 Initiative Continuation (Yr 4 of 4)** — Through community trainings, this project is aimed at strengthening the ability of providers and other authorized persons to utilize the Title 47 Commitment Statute to protect residents who are late stage, chronically substance dependent, and/or other statutorily eligible individuals. \$50,000 MHTAAR

**Infrastructure Improvements - ABADA (Yr 3 of 7)** — Provides funds for salaries, contracts, workspace and equipment to increase ABADA's capacity for planning. \$85,000 MHTAAR

**Strategic Communications Plan Implementation - ABADA portion (Yr 3 of 3)** — This proposal will fund the implementation of a strategic communications plan developed by the four Trust-related boards. It will support an integrated communications plan across advocacy groups, strengthen public awareness of our missions, leverage existing resources, eliminate duplicative efforts, and grow support for beneficiary services among the general public and policymakers. \$150,000 MHTAAR

### **Governor's Council on Disabilities and Special Education**

**Workforce Development: Recruitment and Retention (Yr 5 of 5)** — Funds will support the continuing efforts of the Alaska Alliance for Direct Service Careers to address recruitment and retention issues among all four beneficiary groups. \$150,000 MHTAAR

**Inclusive Childcare Extension (Yr 5 of 5)** — In its final two years, this project would focus on consumer education, behavioral health, rural outreach and linkages to other agencies. \$100,000 MHTAAR

**Board-Trust Partnership for Dental GCDSE (Yr 5 of 5)** — The Governor's Council will use funds to add to the donated dental program. \$38,300 MHTAAR

**Partners in Policymaking (Yr 5 of 5)** — Project is designed to create advocates and leaders among individuals with developmental disabilities and their families by training them for leadership. \$200,000 MHTAAR

**Research Analyst - GCDSE (Yr 3 of 7)** — The research analyst will design, conduct, analyze and report on in-depth research studies to provide timely, accurate data for planning purposes. \$80,000 MHTAAR

### **Alaska Commission on Aging**

**Board Development / Rural Issues - ACoA (Yr 4 of 4)** — Funds allow ACoA board to travel to a rural area annually. \$15,000 MHTAAR

**ACoA Planner (Yr 3 of 7)** — Provides additional Planner to assist ACoA in working with the Mental Health Trust Authority. \$75,500 MHTAAR

### **Administrative Services**

**Comprehensive Integrated Mental Health Plan** — Via staff at DHSS, this project develops the Comprehensive Integrated Mental Health Plan as required by statute. \$50,000 MHTAAR

## **DEPARTMENT OF NATURAL RESOURCES**

### **Mental Health Trust Land Office**

**Mental Health Trust Land Office Administration** — The Trust Land Office (TLO), supported by funds derived from Trust Income, manages and develops Alaska Mental Health Trust lands on behalf of the Alaska Mental Health Trust Authority. Annual income earned is available for distribution by the Trust Authority in the following year; principal earned contributes to income distributed in subsequent years \$1,150,000 MHTAAR

## **DEPARTMENT OF REVENUE**

### **Mental Health Trust Authority**

**Mental Health Trust Authority Administration** — The Trust Authority Administrative Budget is derived from Trust Income and provides the administrative and staff support to the Board of Trustees to complete the Trust Authority's statutory obligation and mission to help improve the lives and circumstances of Trust beneficiaries. \$1,231,800 MHT Admin

**Long Term Care Ombudsman** — The Long Term Care Ombudsman's Office (LTCO), advocates to ensure and protect the health, safety, welfare, rights and quality of life for Alaskans 60 years of age and older, who reside in long-term care settings, such as nursing homes and assisted living homes. The LTCO is managed by the AMHTA. \$100,000 GF/MH and \$291,200 Other

**Disability Justice (Yr 1 of 1)** — This initiative is focused on identifying, developing and implementing policies, programs, and service practices across multiple justice and service systems to prevent unnecessary incarceration of beneficiaries. \$150,000 MHTAAR

## **UNIVERSITY OF ALASKA**

### **University of Alaska Fairbanks**

**Distance Delivered MSW (Yr 2 of 4)** — Project provides funding to match funding allocated by the University of Alaska President for a distance delivered MSW Program. \$50,000 MHTAAR and \$70,000 UAF

## **ALASKA COURT SYSTEM**

### **District Courts/Anchorage District Court**

**Therapeutic Justice Initiative (Yr 2)** — Provides funding for a staff position in the administrative offices of the Court System to focus exclusively on coordination, planning, evaluation and the development of sustainable funding for therapeutic courts and implementation of the therapeutic justice approach. \$93,100 MHTAAR

**Court Coordinated Resource Project (Yr 5 of 6)** — This project provides one component of an integrated, comprehensive approach to decriminalizing mental illness. It is a voluntary 'therapeutic' or 'problem-solving' court in the Anchorage District Court that hears cases involving individuals with mental disabilities charged with low-risk misdemeanor offenses and focuses on treatment and rehabilitation. \$91,600 MHTAAR \$91,600 GF/MH

## **INDEPENDENTLY ADMINISTERED BY THE TRUST**

**Partnership Initiative** — The funds allow the Trust to develop partnering opportunities with other funding sources in a timely manner. \$1,000,000 MHTAAR

**Small Project Grants** — The small projects funding is for the one time funding of small grants that are less than \$10,000, a direct benefit to the beneficiaries and outside of the normal state funding categories. \$250,000 MHTAAR

**Board Collaboration Meeting** — This project will fund one meeting of all four advisory board for the Trust annually for the purpose of sharing and developing collaborative goals and plans. \$20,000 MHTAAR

**Rural Outreach Project** — Project funds Trust-sponsored visits to rural regions of Alaska. \$25,000 MHTAAR

**Rural Technical Assistance (Yr 6 of 6)** — Project provides technical assistance and funding coordination to rural regions and small communities. \$125,000 MHTAAR

**Beneficiary Self-sufficiency Project (Yr 4 of 5)** — The project will expand knowledge of discreet patterns of injustice people with mental illness cope with, improve the way community advocacy groups set priorities, make referrals, and collaborate on behalf of consumers in need of legal assistance. \$65,000 MHTAAR

**Therapeutic Justice Initiative - Mini-grants** — Provides funds to meet basic/emergent needs of therapeutic court participants to assist their recovery, compliance with court-imposed requirements, or to meet other goals of therapeutic court participation. \$25,000 MHTAAR

**Individual Development Accounts (Yr 4 of 6)** — The purpose of this project is to assist beneficiaries to foster independence and self-sufficiency — learning to save money and build assets. Individual Development Accounts do this by providing incentives for people who are low income or are using certain public assistance programs to save money to purchase assets such as a home or to develop a small business. \$150,000 MHTAAR

## **Trust FY05 Capital Recommendations**

## **DEPARTMENT OF COMMERCE & ECONOMIC DEVELOPMENT**

**Micro Enterprise Loan Funds** — This project will establish a revolving loan fund to support start-up equipment and working capital for beneficiaries who want to be self-employed. \$300,000 MHTAAR

## **DEPARTMENT OF HEALTH & SOCIAL SERVICES**

**Update on Issues Affecting Economic Well Being of Alaska Seniors - ACoA** — This study will determine the impact of a reduction in senior income and the resulting effect on the safety net to provide senior services. \$30,000 MHTAAR

**Medicaid Review & Enhancement Project - DSDS - (Yr 1 of 1)** — Via the Division of Senior and Disability Services, this project will explore, develop, and implement ways to use Medicaid to fund new services or maximize resources for existing services to underserved beneficiaries. \$150,000 MHTAAR

**Medicaid Review & Enhancement Project - 4 Boards - (Yr 1 of 1)** — Via the four Trust-related boards, this project will explore, develop, and implement ways to use Medicaid to fund new services or maximize resources for existing services to underserved beneficiaries. \$150,000 MHTAAR

**Transitional Housing for Substance Abusers - Integrated Housing Office** — This project will fund capital construction costs to build services enriched transitional housing for individuals recovering from substance use disorders. \$500,000 MHTAAR, \$500,000 GF/MH and \$500,000 Other

**Mental Health Consumer Designed and Managed Projects** — Proposals request funds to plan or carry out consumer-run facility and community projects. \$250,000 MHTAAR

**Coordinated Resource Sharing** — Funds will be used to pilot recommendations at the local or regional provider level and provide resources to make changes at the State level (i.e. regulatory changes). \$150,000 MHTAAR

**API Stop Gap Repairs** — Until the API replacement hospital is ready for occupancy in mid-to-late FY05, API stop gap funds will be necessary to keep an increasingly aged facility running at a functional level. \$225,000 GF/MH

**Essential Program Equipment with AKAIMS Priority** — The request will provide capital equipment grants through the competitive RFP process for agencies providing services, activities and programs for Mental Health Trust beneficiaries. Priority should be made to fund providers who do not have the minimum of computer equipment to be able to adequately manage the new AKAIMS Behavioral Health MIS system for behavioral health. \$350,000 MHTAAR and \$350,000 GF/MH

**Van / Vehicle and Housing Modifications for Families or Individuals** — Project would provide funds to individuals with developmental disabilities and/or their families for modifications to make their vehicles and homes accessible. \$300,000 MHTAAR and \$300,000 GF/MH

**Deferred Maintenance & Accessibility** — This program makes capital funds available on a competitive basis to Mental Health Trust service provider agencies for deferred maintenance and accessibility improvements for program facilities. \$400,000 MHTAAR and \$2,000,000 GF/MH

**Health & Social Services Housing Program - AHFC** — The program provides funding to develop special needs housing for Trust beneficiaries that cannot be funded under AHFC because of statutory limitations. \$150,000 MHTAAR and \$600,000 AHFC

## DEPARTMENT OF NATURAL RESOURCES

**TLO Land Development & Value Enhancement** — The Trust Land Office contracts for services to supplement its core operations. \$650,000 MHTAAR

## ALASKA HOUSING FINANCE CORPORATION

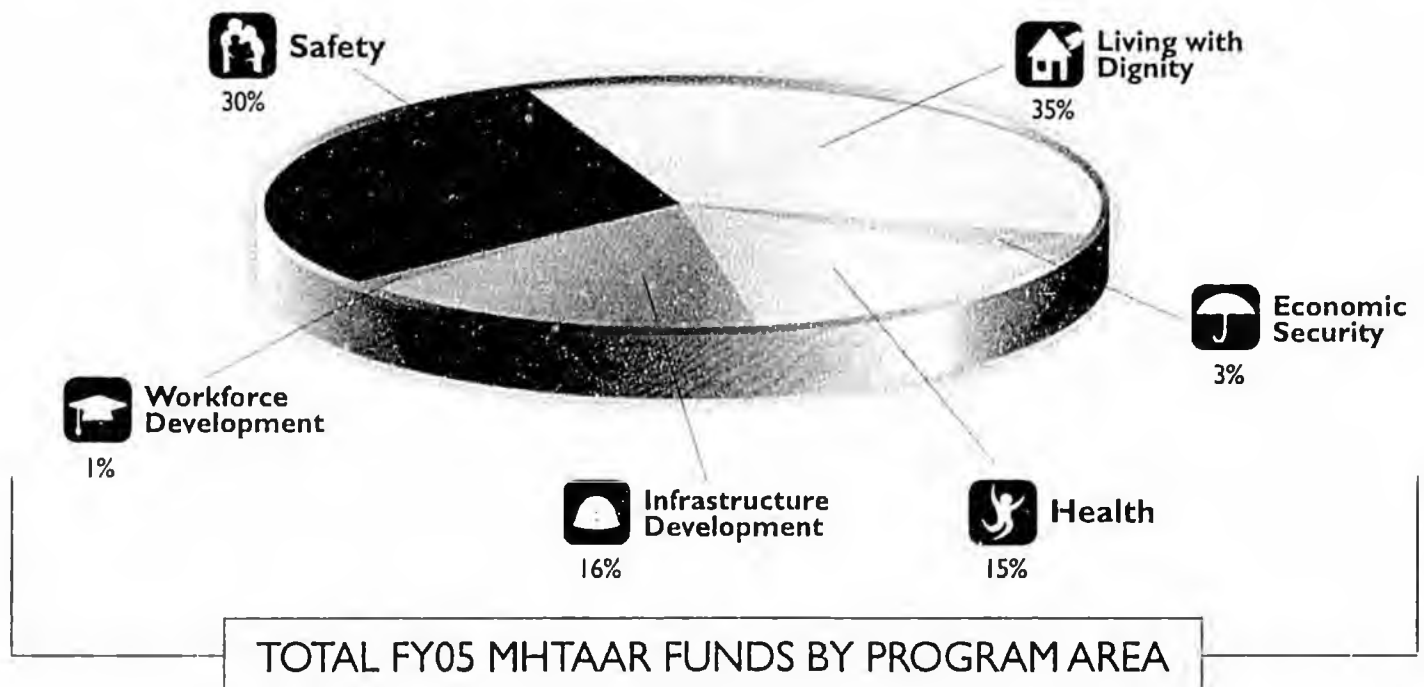
**Homeless Assistance Program** — Provides grants to assist non-profit organizations, local governments and regional housing authorities in addressing the emergency needs of homeless and near-homeless Alaskans. \$500,000 MHTAAR and \$500,000 AHFC

**Beneficiary & Special Needs Housing** — The program provides funds to Alaskan non-profit service providers and housing developers to increase housing opportunities to Mental Health Trust beneficiaries throughout Alaska. \$1,750,000 AHFC

## DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

**Coordinated and Non-coordinated Transportation Needs** — This project would fund community assessments of mobility needs and resources and the development of local plans for improving mobility and community transportation services as well as provide funding for coordinated community transportation services and provider-owned vehicles in areas with no coordinated systems or where coordinated systems do not meet beneficiary needs. \$500,000 MHTAAR and \$500,000 Other

The Trust's FY05 budget recommendations include spending in six program areas as identified in "In Step", the state's Comprehensive Integrated Mental Health Plan. The plan provides policy direction for developing and promoting programs and services for Trust beneficiaries by fostering individual well being, personal safety, economic security and life with dignity for all Alaskans. This chart illustrates what percent of Trust income or Mental Health Trust Authority Authorized Receipts (MHTAAR) will be spent in each program area in FY05.



The TRUST

The Alaska Mental Health Trust Authority

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## Outcome Highlights for the Year

FY03 timber revenues equaled about \$7.5 million, compared to \$4.5 million in FY02, with the principal source of revenue being The Trust's Thorne Bay timber sale on Prince of Wales Island. The Trust's seven-year Icy Bay timber sale, which generated about \$10 million for The Trust, moved into its close-out phase, with timber harvest operations completed and reclamation operations beginning. Smaller sales continued or occurred in the vicinity of North Kenai, Sitka and Tyonek.

An additional 20,000 acres were leased for oil and gas exploration (West Side Cook Inlet and Nenana areas), resulting in a total of about 70,000 acres under lease by year-end. Additionally, the TLO prepared for a 200,000-acre lease offering in September 2003, including about 40,000 acres in the Kenai River area. Based upon exploration efforts to date, it is highly likely that natural gas production will commence on Trust land as early as the winter of 2004, with associated royalty payments to start when production starts.



TLO staff at the opening of the 2003 oil and gas lease sale

The TLO real estate program completed several multi-year transactions, including the conveyance of 16 acres to the State of Alaska to be used for the new Alaska Psychiatric Hospital and the following land sales: 25 acres in Anchorage to Providence Hospital for \$8 million over six years; 120 acres of Anchorage residential land to a private developer for \$2.1 million; approximately 1,000 acres in Sitka to the U.S. Forest Service for about \$1.4 million; and about 17 acres in Fairbanks to the State of Alaska for \$1,000,000. Additionally, the TLO completed its sixth annual land sale, selling about 40 lots throughout the state, with an overall sale value of over \$1.25 million. Finally,

four new subdivisions were completed (Big Lake, Girdwood, Petersburg and Sitka), adding 59 lots to The Trust's land sale portfolio; over 40 low-rent leases were converted to high value land sales, and significant progress was made on efforts to plan for the redevelopment of Trust land on the Juneau waterfront.



TLO timber being prepared for shipment to market

The TLO's minerals and materials program ended the year with about \$240,000 in revenues, principally from operations at the Fort Knox mine in the Fairbanks area. With gold prices increasing, increased interest in Trust land is expected in FY04.

## Future Focus

The TLO will continue efforts to diversify its revenue generating activities, with a special emphasis on facilitating production from oil and gas leases on Trust land. Key projects for the upcoming year include:

- Leasing high-value commercial real estate in Anchorage;
- Completing the Thorne Bay timber sale harvest operations and a strategic plan for harvesting remaining commercial timber on Trust land;
- Facilitating natural gas production from Trust lands in the Tyonek area;
- Encouraging mineral exploration of Trust lands near the Fort Knox mine and in the vicinity of Livengood;
- Completing two significant land sales at Gustavus and Petersburg with a total sale value in excess of \$3 million;
- Offering about 80 parcels for sale in The Trust's annual land sale;
- Developing new subdivisions where it is reasonable to do so; and
- Relocating TLO business offices to a building owned by The Trust in downtown Anchorage.

## Trust Land Office Staff

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# The TRUST

The Alaska Mental Health  
Trust Authority

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U.S. Postage  
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Permit No. 62

*Trust beneficiaries include Alaskans who experience mental illness, mental retardation or similar disabilities, chronic alcoholism with psychosis, or Alzheimer's disease or related dementia.*

## Integrated Behavioral Health Planning Scheduled Nov. 20-21

In partnership with funding from the newly formed Division of Behavioral Health, The Trust is funding a series of facilitated meetings through this fall to plan integrated mental health and substance abuse services throughout Alaska.

A core of approximately 20 key stakeholders, including policy makers, providers and consumer/clients, met first in mid-August and will meet again Nov. 20-21 in Anchorage at a site to be determined. The November meeting will be Web cast so anyone in the state can follow the discussion via the Internet and submit emailed comments and questions. Check The Trust's calendar at [www.mhtrust.org](http://www.mhtrust.org) for the exact time and location of the meeting.

Since their initial meeting, the stakeholders have separated into working groups on specific issues: continuum of care, outcomes, work force licensing and development, provider networking, financing, communications, and statutory/regulatory change. These work groups are open to anyone willing to commit the time to review the issues and remain involved. The goal is to complete

a written document of recommendations by Dec. 31 for the new Division on how its new integrated service system should be shaped.

If you would like to be informed about the stakeholder group's work or want to be involved in one of the work groups, you can visit <http://bhstakeholders.infoinsights.com>. The site will provide contact and background information, minutes, and work documents from the various work groups and the larger group.

In addition to the external stakeholder planning, both the Advisory Board on Alcoholism and Drug Abuse and the Alaska Mental Health Board are cooperatively managing a facilitated community and regional planning effort, largely funded by The Trust, on behavioral health integration and consolidation of programs. The intent of this effort is to assist communities and regions of Alaska in obtaining technical assistance to plan service system changes for greater efficiencies and improved integrated services. Contact either board if you'd like more information about this process.

**To get more news and information, visit [www.mhtrust.org](http://www.mhtrust.org)**

**ALASKA  
TRAVEL  
INDUSTRY  
PRESENT.,**

**3/12/03**

**SFIN**

**FILE**

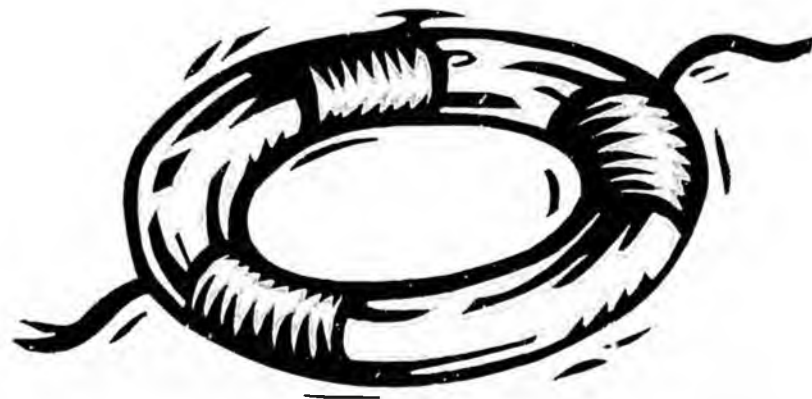
# **Alaska Tourism: An Industry in Decline**

**A Report to the 23<sup>rd</sup> Alaska  
State Legislature**

**March 12, 2003**



# What Happened in 2002?



- "Survival was how we measured success this year."

Kirk Hoessle, Alaska Wildland Adventures, Oct. 2002

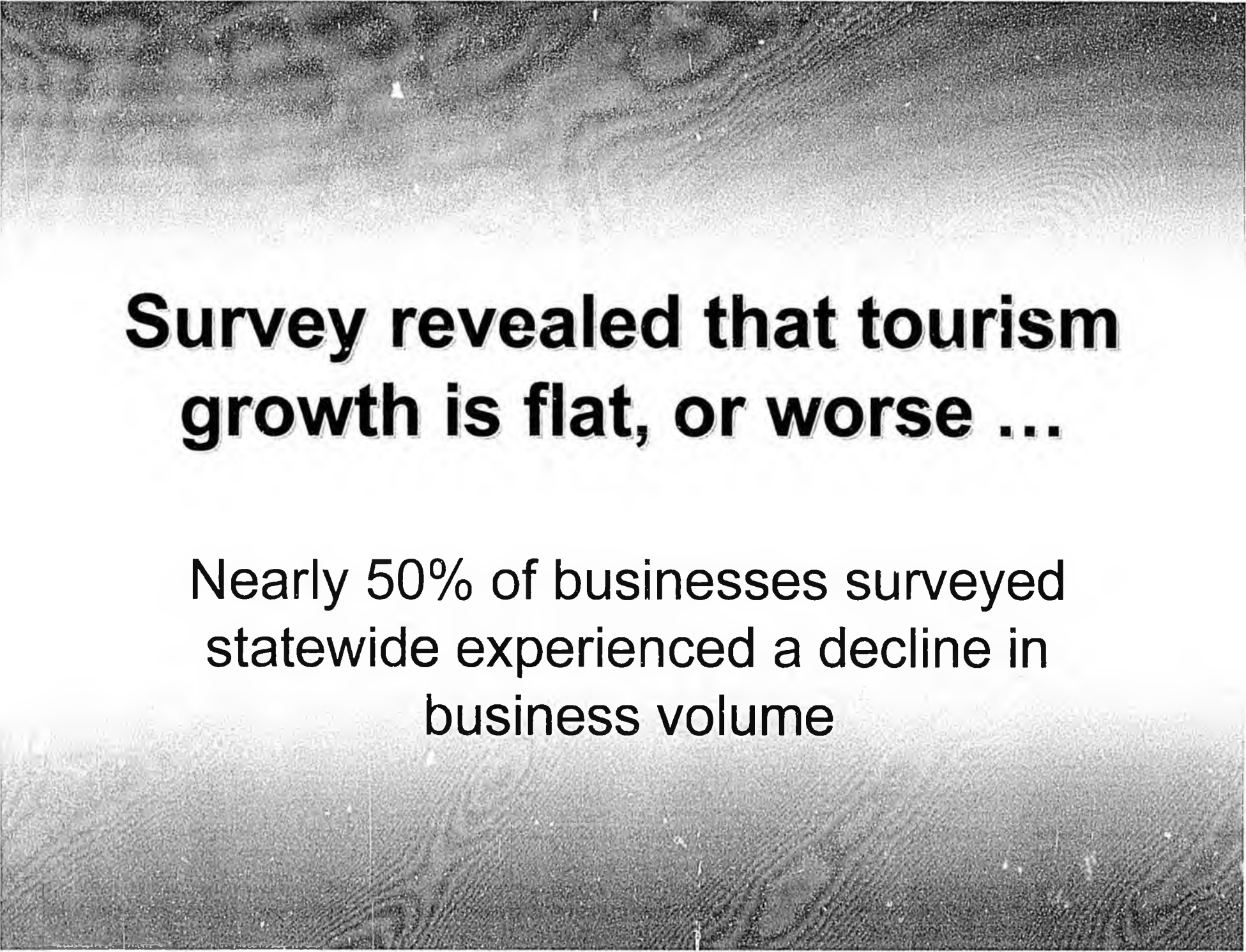
- "The preliminary data for 2002 shows an end to any growth"

Eric McDowell, Oct. 2002

# **ATIA 2002 Tourism Survey**

## **The McDowell Group**

- Surveyed:
  - 315 businesses
  - All five regions of the state
  - ATIA and non-ATIA tourism businesses for statistically reliable sampling



# **Survey revealed that tourism growth is flat, or worse ...**

Nearly 50% of businesses surveyed  
statewide experienced a decline in  
business volume

# Key Regional Observations

- 87% of Alaska Interior businesses experienced declining volume
- Despite 4% increase in cruise passengers, 61% of Alaska businesses that depend primarily on cruise traffic experienced decreased volume

*Source: McDowell 2002 Visitor Survey*

# Tourism Sectors in Decline

Percentage of businesses reliant on the following sectors that reported a decline last summer:

- 96% for overseas travelers
- 81% for adventure travel
- 65% for sportfishing

*Source: McDowell 2002 Business Survey*



**Highway in 2002**

**Highway traffic to Alaska**

**-14.3%**



# **Airport Enplanements Statewide**

**-3 %**



## Tourism Means Economic Hope to Alaskan Communities – Large & Small

- “Tourism in Haines is declining. Businesses are closing, people are losing jobs. Despite this, we remain optimistic that tourism offers hope for our economy.”

Michelle Glass, Haines CVB Feb. 2003





# **Tourism Budget Trends**

## **1992-2002**

**Is the growth gone?**



# State Tourism Budgets

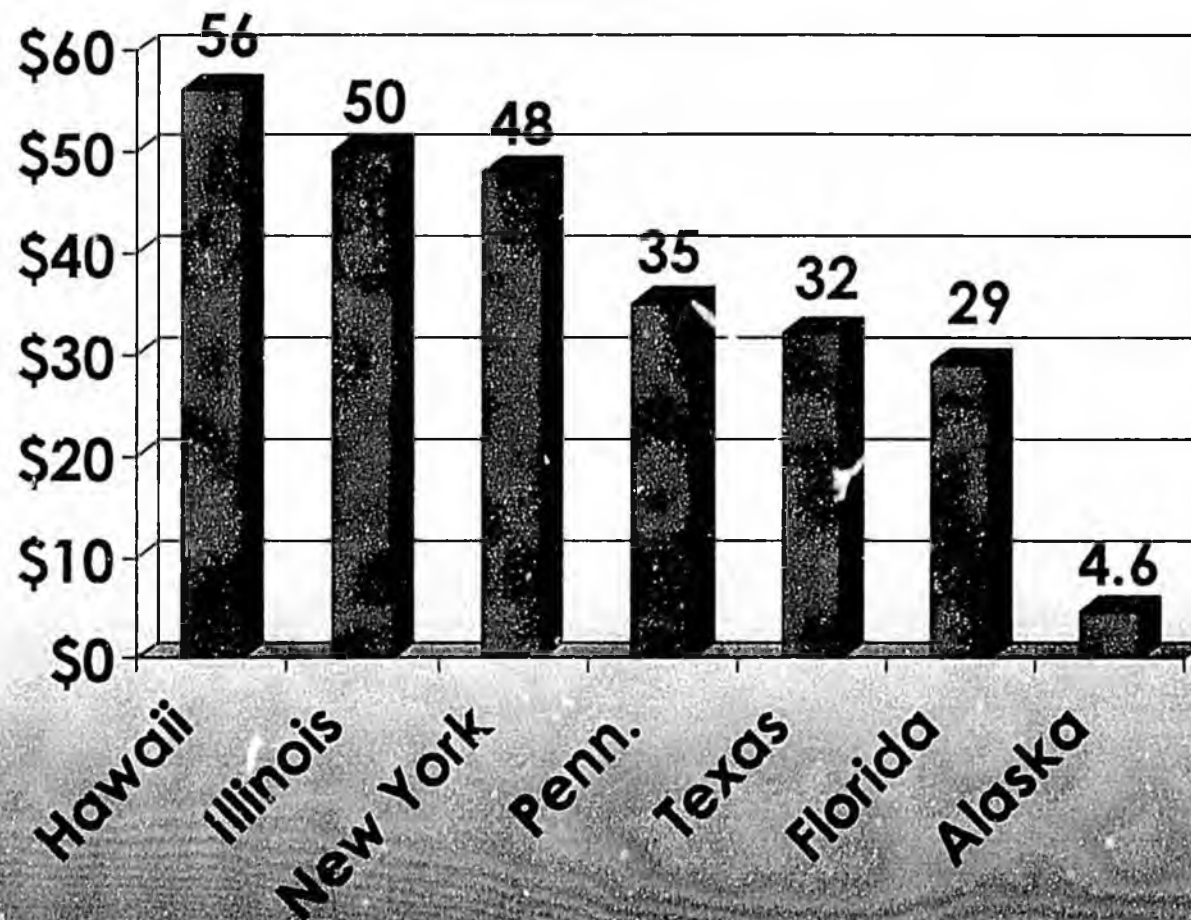
- Average 2001/2002 U.S. state tourism budget was \$13.1 million
- Public sector dollars are sole source of tourism funding in 35 of 48 states (73% of ALL states)
- Of 13 states that receive some private-sector funding, 80.5% of their funding comes from public-sector dollars
- Alaska private sector contributions account for 60% of the ATIA statewide tourism marketing budget.

*Source: 2001-2002 Survey of U.S. State & Territory Tourism Office Budgets*

# Alaska Ranks 38<sup>th</sup> in State Tourism Funding

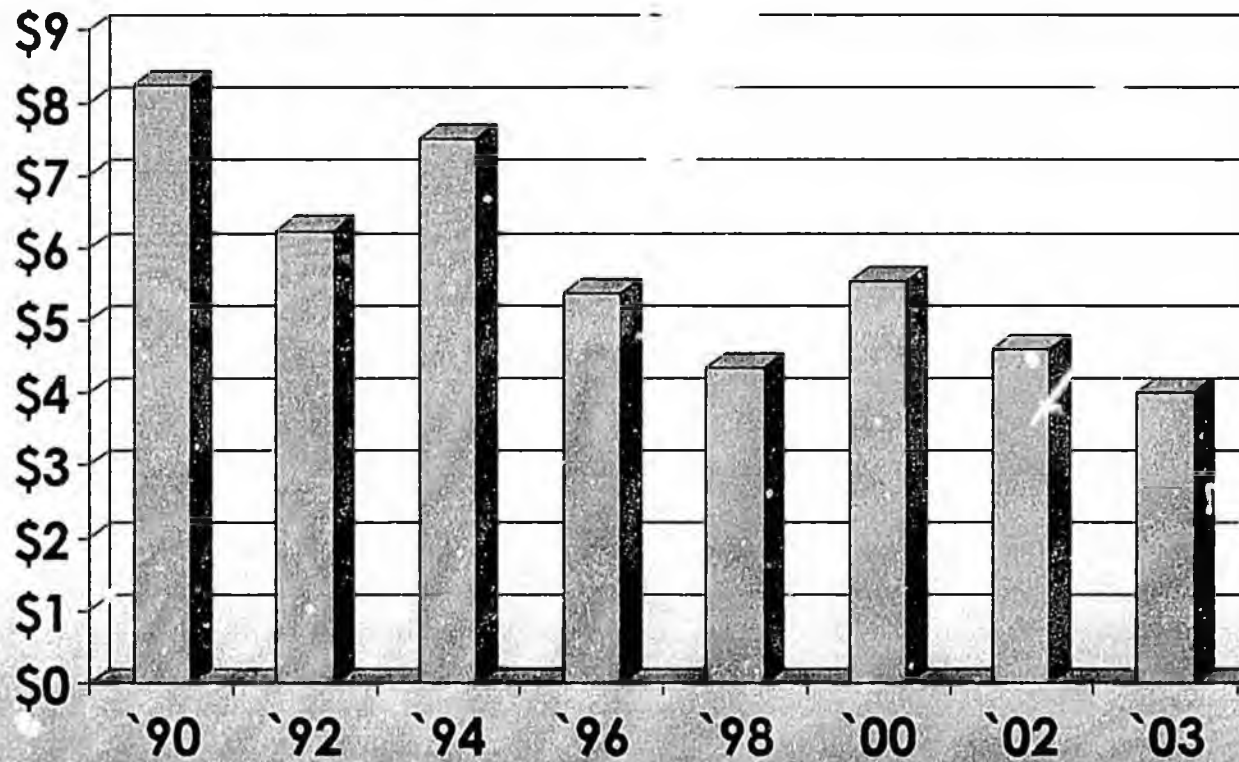
Source: NCSTD Poll Re. FY2002-03 Projected Total Tourism Office Budget

■ Millions



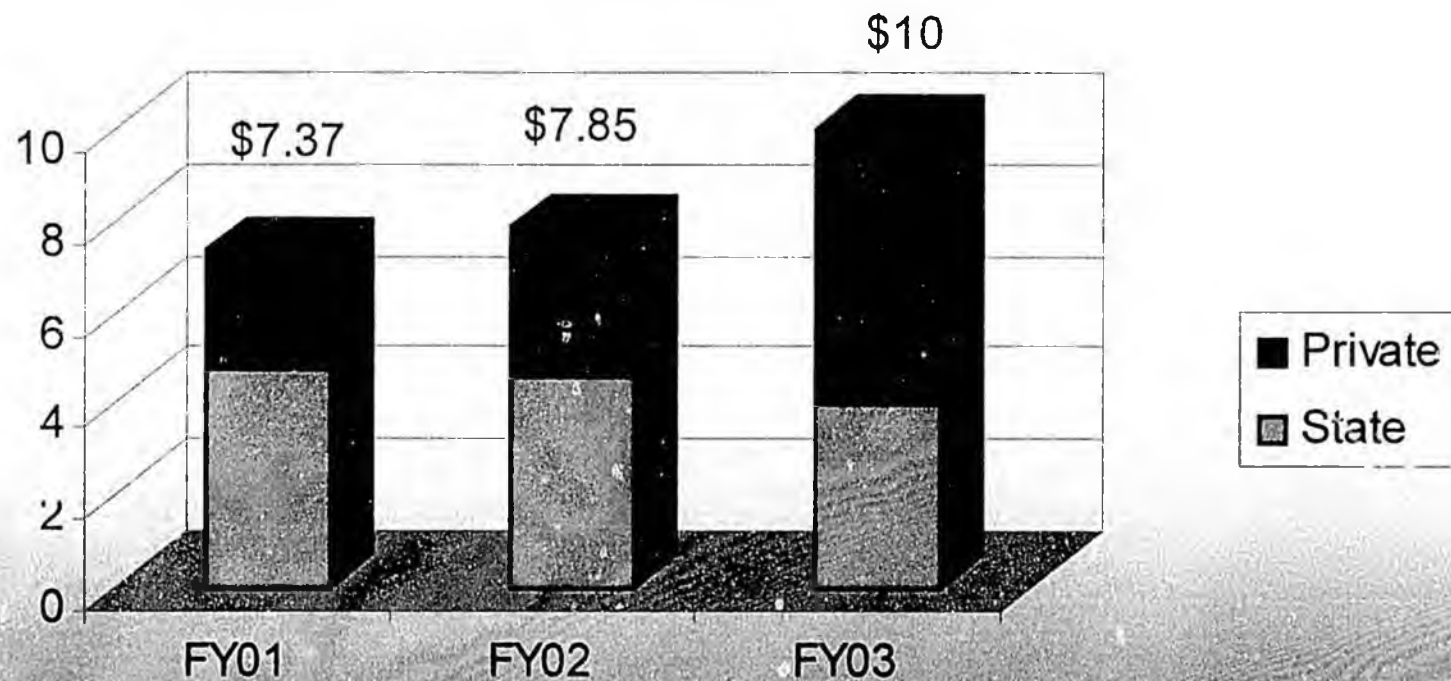
# State of Alaska General Fund Dollars to Tourism Marketing

Millions

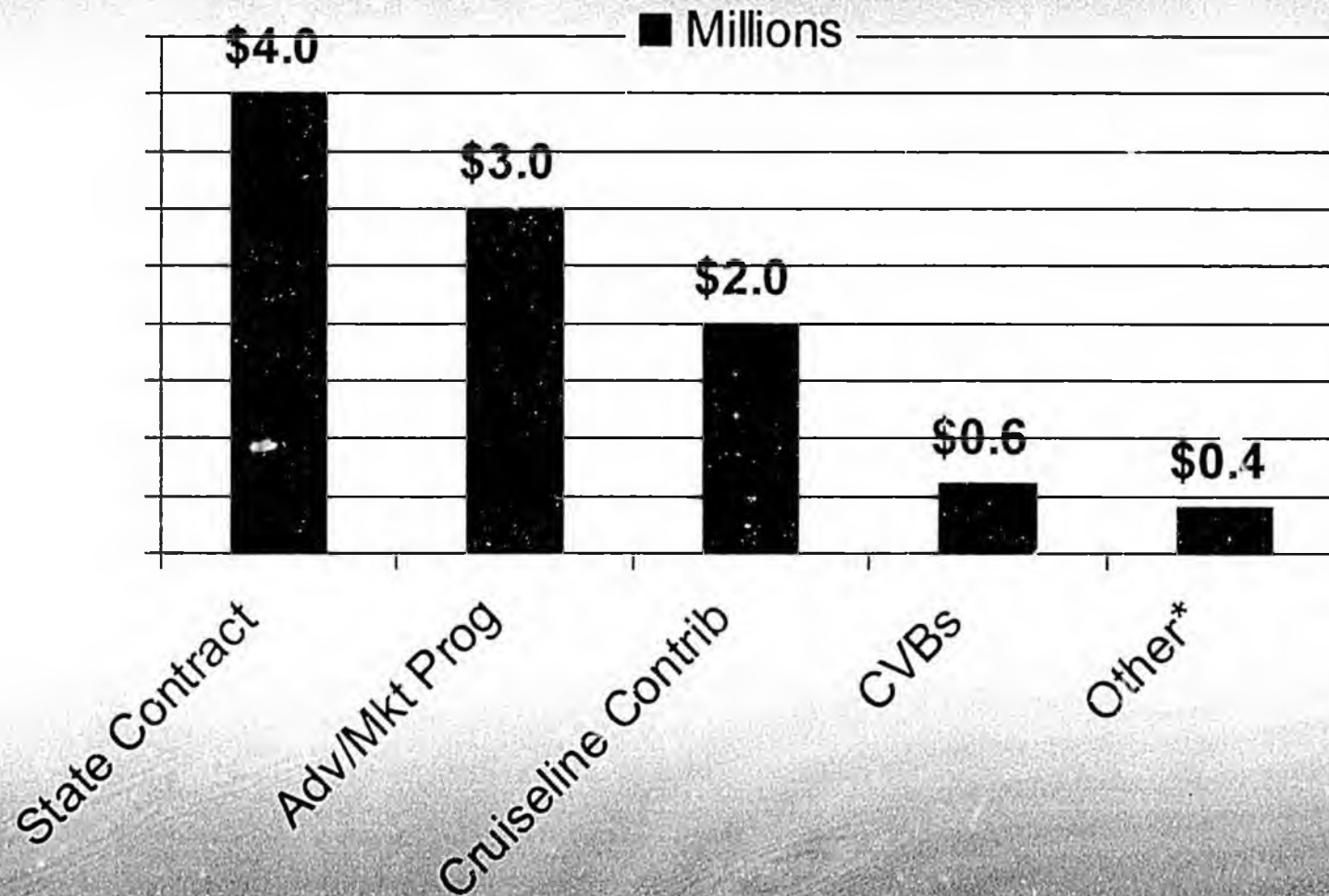


# Combined Marketing Funding: State & Industry Contributions

Millions

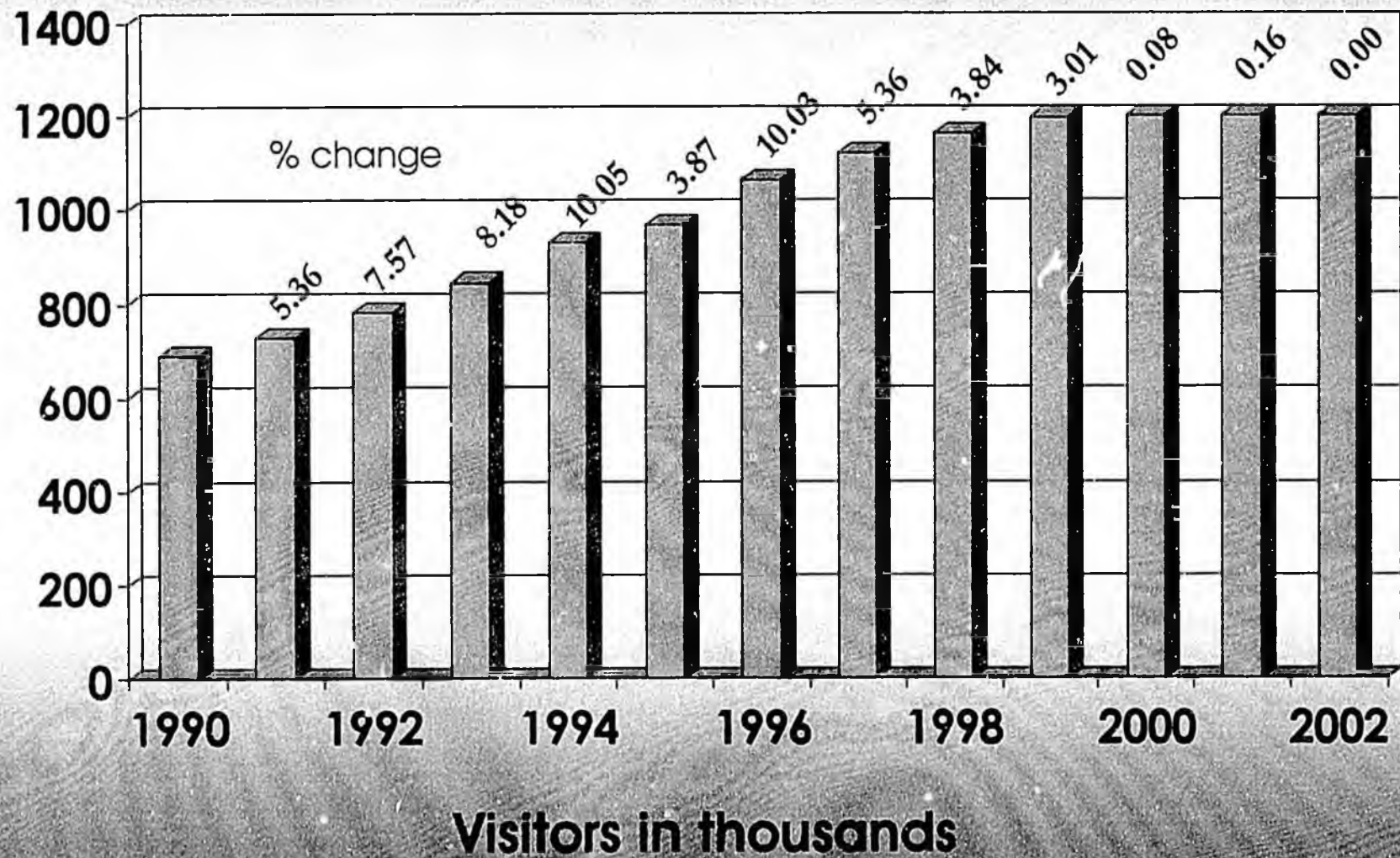


# FY03 Funding: State & Private Sector Contributions

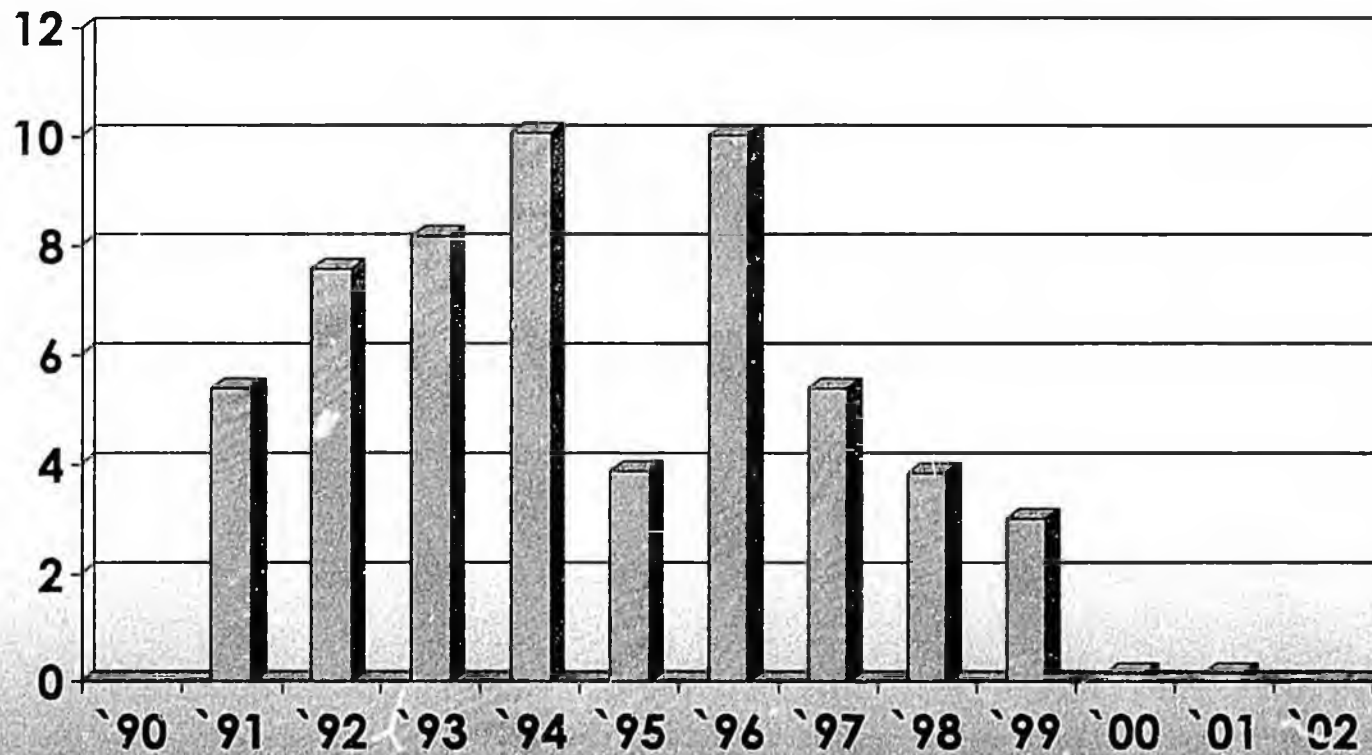


\* Other category is comprised of member dues, convention, travel auction and interest

# Visitor Industry Growth

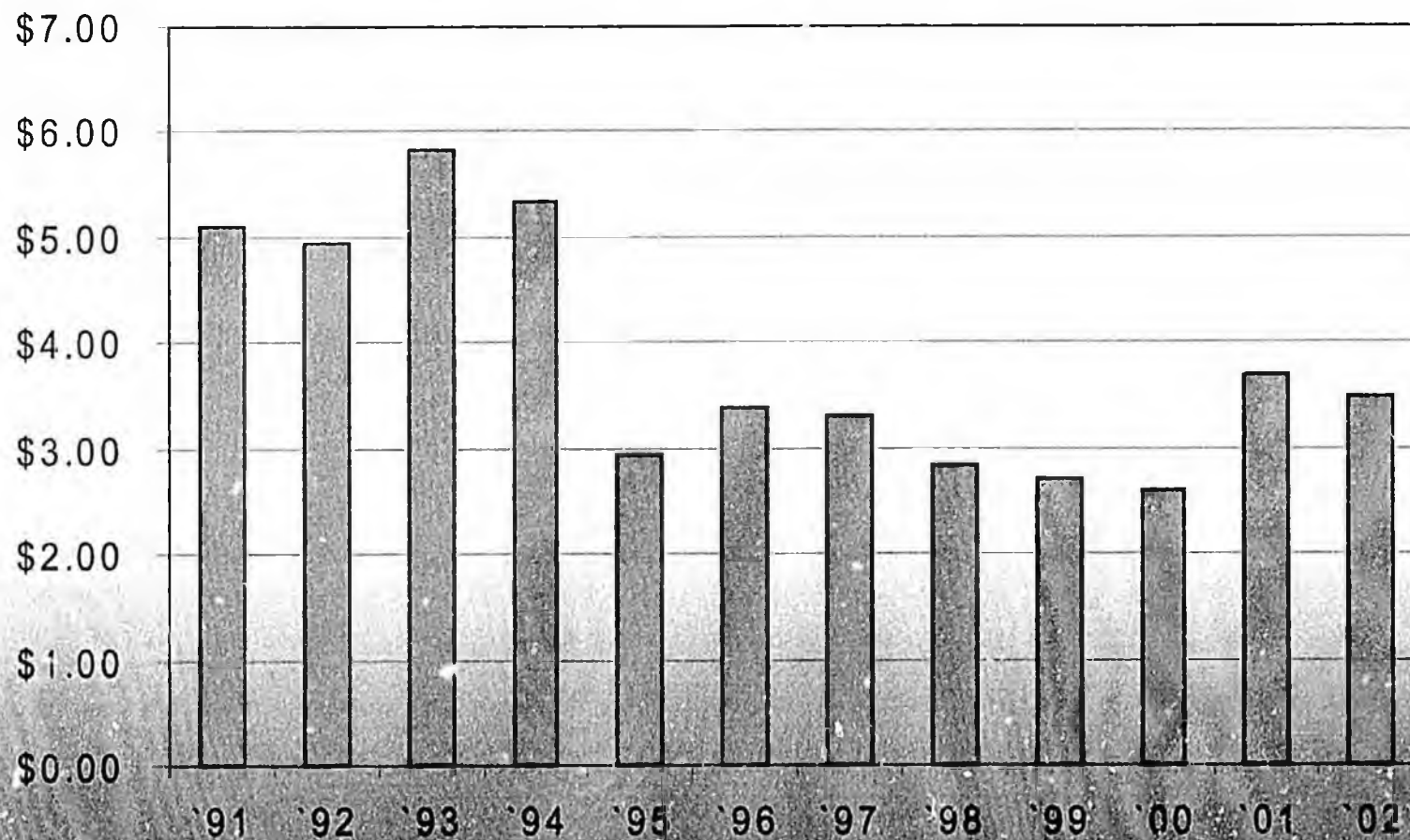


# Visitor Industry Growth by %



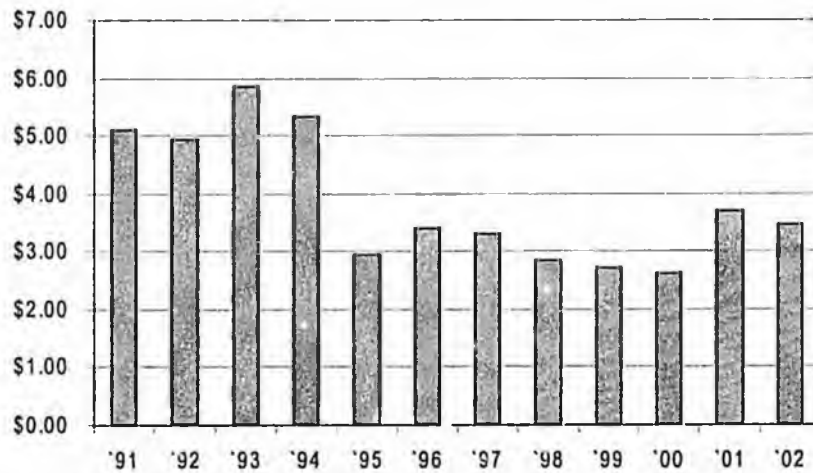
# State Tourism Marketing Allocation

Marketing Expenditures Indexed on '91 Buying Power

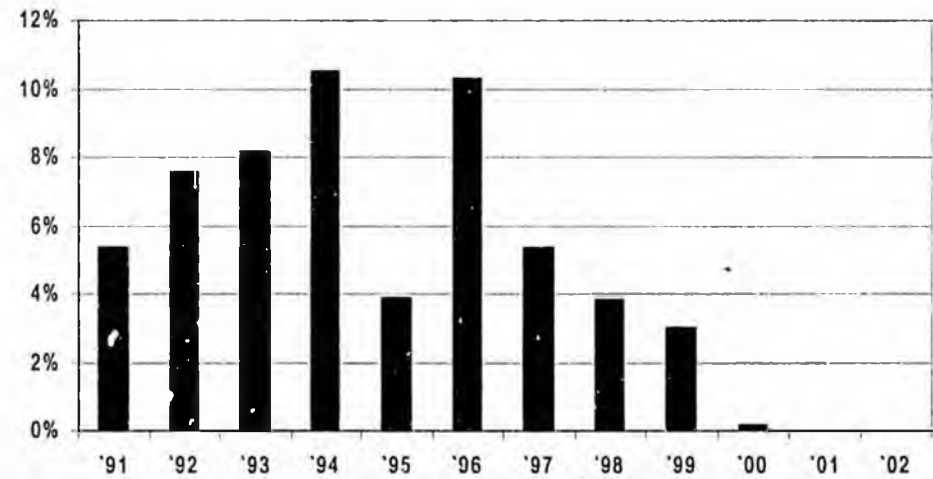


# Comparing Visitor Growth and Total Tourism Spending

Marketing Expenditures Indexed on '91 Buying Power



Percentage of Visitor Growth



# **Tourism Benefits Alaskans**

- **Provides Jobs**
- **Generates NEW Dollars**
  - **NOT a reallocated dollar**
- **Renewable Resource**

# Tourism Provides Jobs

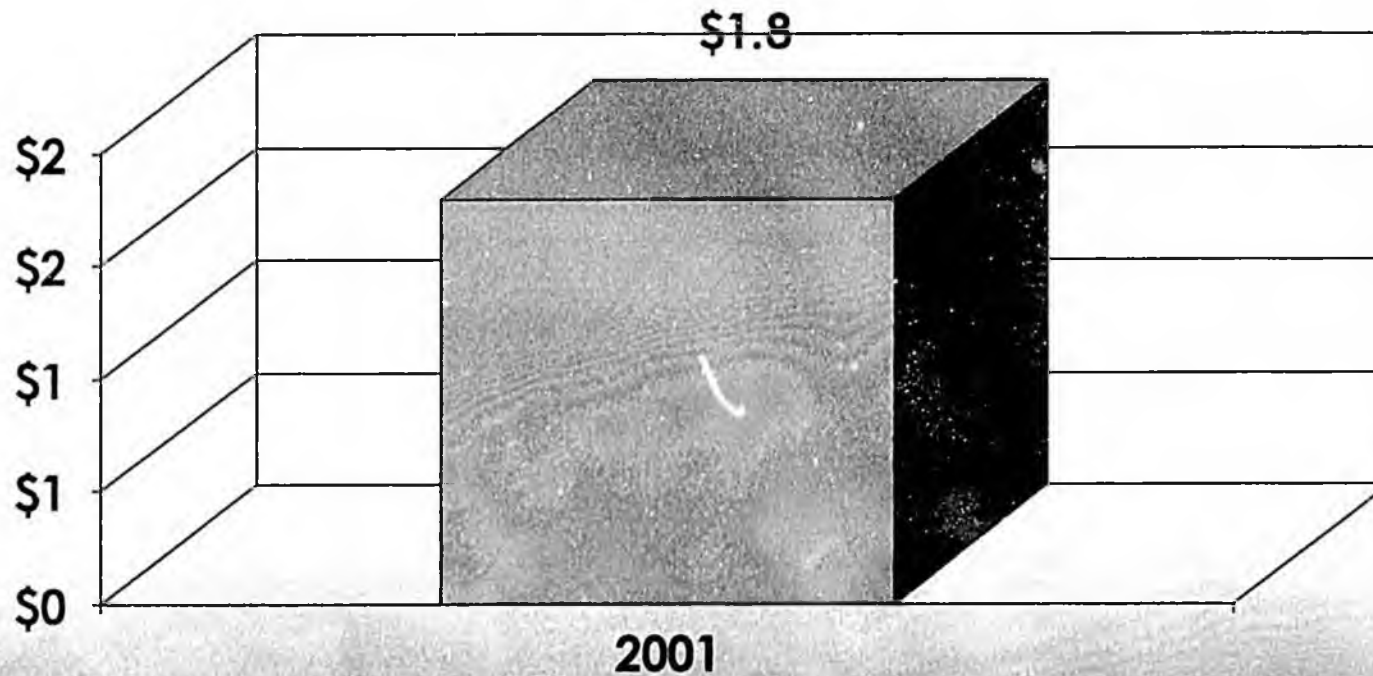
- 78 % local hire rate  
(the highest of all key Alaska industries)
- Leading industry in Southcentral, Southeast and Interior
- Provides 1 in 8 private sector jobs
- Directly & indirectly employs 30,700 Alaskans

(The McDowell Group: Economic Impacts of Alaska's Visitor Industry, May 1999)



# Visitors Contribute to the Economy (2001)

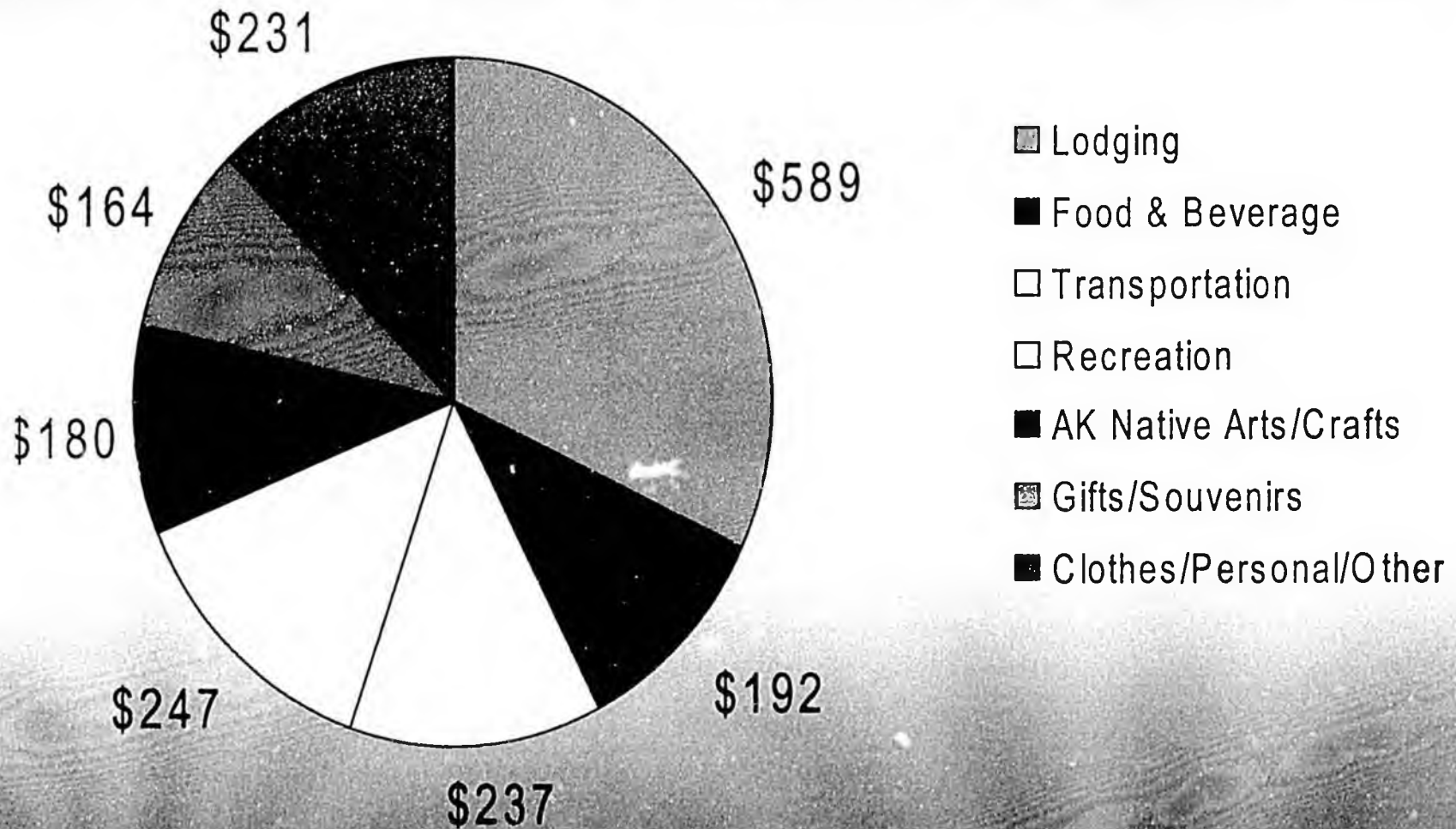
Millions



Visitor spending, in millions

# Instate Expenditures Fall 2000 to Summer 2001 (Millions)

Alaska Visitor Expenditures & Opinions, Fall/Winter 2000-01 & Summer 2001





**Growing Alaska's Economy  
through  
Increased Tourism Marketing  
Dollars**

Missions & Measures

# ATIA's Marketing Strategy

- Use goals & objectives to maximize marketing program effectiveness
- Constantly re-evaluate programs to ensure continued success
- Good marketing = great visitor turnout

## What A Difference a Dollar Makes: An Additional \$10 Million will:



- Generate over 290,000 visitors
- Produce \$366 million in visitor spending
- Create new business opportunities
- Put more Alaskans to work!

# Where Do We Go From Here?

- We MUST Regain Market Share
- We MUST Support and Further Develop Alaska's Independent Tourism Businesses
- We MUST Fund Alaska's Tourism Marketing Program... Now and Into the Future....

# **The Alaska Travel Industry Association:**

- Supports Broad Based Tourism Taxes to Fund Alaska's Tourism Marketing Program
  - We MUST Act Now to Prevent Further Decline of Alaska's Second Largest Industry
- Opposes: Targeted Tourism Taxes on Any One Tourism Segment

**COLLECTIVE  
BARGAINING**

**UNITS**

**MONETARY**

**AGREE.,**

**3/04**

**SFIN**

**FILE**

THE  
FOLLOWING  
DOCUMENT(S)  
ARE  
POOR  
ORIGINAL  
COPIES

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

FRANK H. MURKOWSKI, GOVERNOR

MAR 12 2004

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 485-2200  
FAX: (907) 465-2136

March 4, 2004

The Honorable Gene Therriault  
Senate President  
Alaska State Legislature  
State Capital, Room 111  
Juneau Alaska 99801-1182

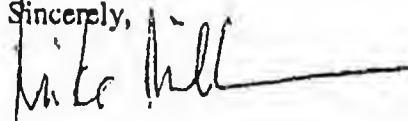
Dear Mr. <sup>Gene</sup> President:

Please accept this as my report of monetary terms required by the Public Employees Relations Act (AS 23.40.070-260). By copy of my memorandum to Cheryl Frasca, Director of the Office of Management and Budget (enclosed), this is my report of the monetary terms of the collective bargaining agreement reached between the State and Public Employees Local 71 representing the Labor, Trades and Crafts Bargaining Unit.

The monetary terms of this agreement are submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request and encourage that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

Please do not hesitate to contact my staff or myself with your questions and information requests.

Sincerely,



Mike Miller  
Commissioner

enclosure

# Memorandum

Department of Administration  
Office of the Commissioner

To: Cheryl Frasca, Director  
Office of Management and Budget

Date: March 4, 2004

From: Mike Miller  
Commissioner

Phone: 465-2200

Subject: Monetary terms of the July 1, 2004 to December 31, 2006 Bargaining Agreement between the State and Public Employees Local 71, representing the Labor Trades and Crafts bargaining unit.

The Administration has concluded negotiations with Public Employees Local 71, representing the Labor Trades and Crafts bargaining unit. If approved by the Legislature the terms of this agreement become effective July 1, 2004 and remain in effect through December 31, 2006.

## I. Terms Requiring Appropriation.

### Current Legislative session

Effective July 1, 2004, the employer's premium contribution rate shall increase by forty dollars (\$40.00) per month per eligible employee.

### Future Legislative sessions

Effective July 1, 2005 and July 1, 2006, the employer health premium contribution shall increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default plan.

Effective July 1, 2005, Step A and Step B of the wage schedule in effect on June 30, 2003, shall increase by two percent (2%).

Effective July 1, 2006, Step A and Step B of the wage schedule in effect on June 30, 2005, shall increase by two percent (2%).

## II. Change in State Revenues.

No terms of this agreement would result in a change to State revenues.

## III. Change in Productive Work Hours.

No terms of this agreement change the productive work hours of the employees covered by the agreement.

This report of monetary terms is consistent with the requirements of the Public Employee Relations act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

cc: All Commissioners

All Administrative Service Directors

Kim Gamero, Director  
Division of Finance

Art Chance, Director  
Division of Labor Relations

Dianne Corso, Director  
Division of Personnel

MM/aw

Bargaining Unit Summary

Provided by DOA 4/01/04

	A	B	C	D	E	F	G	H	I	J	K
1				Fiscal Year Cost Increases by Fiscal Year as Compared to FY 05 Gov Amd				Funding Increase Needed by Fiscal Year			
2	Bargaining Unit	Year	Terms	General Funds	Federal Funds	Other Funds	Total Funds	General Funds	Federal Funds	Other Funds	Total Funds
3	LTC	Year 1 FY 05	\$40 health insurance increase to \$745/mth	325.7	31.9	370.1	727.7	325.7	31.9	370.1	727.7
4	PSEA for AST & ASO	Year 1 FY 05	\$40.18 health insurance increase to \$745.18/mth and 2% COLA	771.3	39.1	204.9	1,015.3	771.3	39.1	204.9	1015.3
5	PSEA for Correctional Officers	Year 1 FY 05	\$40 health insurance increase to \$745.00/mth and 2% COLA	1,274.7	9.3	0.0	1,284.0	1,274.7	9.3	0.0	1,284.0
6		Year 1 FY 05 Total		2,371.7	80.3	575.0	3,027.0	2,371.7	80.3	575.0	3,027.0
7	LTC	Year 2 FY 06	Health insurance increase unknown and 2% COLA	1,210.0	114.3	1,320.8	2,645.1	884.3	82.4	950.7	1,917.4
8	PSEA for AST & ASO	Year 2 FY 06	Health insurance increase unknown and additional 2% COLA. Contract expires Feb 28, 2006.	1,396.7	72.7	368.5	1,837.9	625.4	33.6	163.6	822.6
9	PSEA for Correctional Officers	Year 2 FY 06	Health insurance increase unknown and additional 2% COLA. Contract expires June 30, 2006.	2,219.5	16.4	0.0	2,235.9	944.8	7.1	0.0	951.9
10		Year 2 FY 06 Total		4,826.2	203.4	1,689.3	6,718.9	2454.5	123.1	1,114.3	3,691.9

Bargaining Unit Summary

	A	B	C	D	E	F	G	H	I	J	K
1				<b>Fiscal Year Cost Increases by Fiscal Year as Compared to FY 05 Gov Amd</b>				<b>Funding Increase Needed by Fiscal Year</b>			
2	<b>Bargaining Unit</b>	<b>Year</b>	<b>Terms</b>	<b>General Funds</b>	<b>Federal Funds</b>	<b>Other Funds</b>	<b>Total Funds</b>	<b>General Funds</b>	<b>Federal Funds</b>	<b>Other Funds</b>	<b>Total Funds</b>
11	LTC	Year 3 FY 07	Health insurance increase unknown and additional 2% COLA	2,111.9	198.4	2,290.6	4,600.9	901.9	84.1	969.8	1,955.8
12		Year 3 FY 07 Total		2,111.9	198.4	2,290.6	4,600.9	901.9	84.1	969.8	1,955.8
13		Grand Total		9,309.8	482.1	4,554.9	14,346.8	5,728.1	287.5	2,659.1	8,674.7
14											
15											
16			Note: These costs are calculated on a statewide basis. There may be minor differences due to rounding when calculated at the department or component levels.								
17			Note: Health Insurance costs remain fixed because amount of potential increase in FY 06 and FY 07 is unknown.								



Official Business

# Alaska State Legislature

## SENATE

State Capitol  
Juneau, Alaska 99801-1182  
(907) 465-3701

May 5, 2004

### MEMORANDUM

TO: Senator Green, Cochair  
Senator Wilken, Cochair  
Senate Finance Committee

FROM: Kirsten Waid *KW*  
Secretary of the Senate

SUBJECT: Report of Monetary Terms

In accordance with AS 23.40.215, President Therriault has referred the following to your committee for review:

Monetary terms for the collective bargaining agreement reached between the State and the Alaska Public Employees Association, Inc. representing the Confidential Employees bargaining unit

KW:lc  
attachment

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

FRANK H. MURKOWSKI, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2135

April 28, 2004

The Honorable Gene Therriault  
Senate President  
Alaska State Legislature  
State Capital, Room 111  
Juneau Alaska 99801-1182

Dear Mr. President:

Please accept this as my report of monetary terms required by the Public Employment Relations Act (AS 23.40.070-260). By copy of my memorandum to Cheryl Frasca, Director of the Office of Management and Budget (enclosed), this is my report of the monetary terms of the collective bargaining agreement reached between the State and the Alaska Public Employees Association, Inc. representing the Confidential Employees bargaining unit. The monetary terms of this agreement are submitted to the Legislature for approval pursuant to AS 23.40.215. I respectfully request and encourage that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

Please do not hesitate to contact my staff or myself with your questions and information requests.

Sincerely,



Ray Matiashowski  
Acting Commissioner

enclosure



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by Alaska Litho, Inc.

# MEMORANDUM

State of Alaska  
Department of Administration  
Office of the Commissioner

To: Cheryl Frasca, Director  
Office of Management and Budget  
Office of the Governor

Date: April 28, 2004

From: Ray Matiashowski  
Acting Commissioner

Phone: 465-5671

Subject: Monetary terms of the July 1, 2004 to June 30, 2007, Collective Bargaining Agreement between the State and the Alaska Public Employees Association, Inc. representing the Confidential Employees bargaining unit.

The Administration has concluded negotiations with the Alaska Public Employees Association representing the Confidential Employees bargaining unit. If approved by the Legislature the terms of this agreement become effective July 1, 2004 and remain in effect through June 30, 2007.

## I. Terms Requiring Appropriation.

### Current Legislative session

Effective July 1, 2004, the employer health premium contribution shall increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default plan..

Effective July 1, 2004, the employer will contribute an additional \$10.00 per month per employee for legal trust insurance.

### Future Legislative sessions

Effective July 1, 2005, the employer health premium contribution shall increase by an amount of money not exceeding that necessary to maintain the Select Benefits Default plan.

Effective July 1, 2005, the wage schedule in effect on June 30, 2004, shall increase by two percent (2%).

Effective July 1, 2006, the wage schedule in effect on June 30, 2006, shall increase by two percent (2%).

## II. Change in State Revenues.

No terms of this agreement would result in a change to State revenues.

## III. Change in Productive Work Hours.

No terms of this agreement change the productive work hours of the employees covered by the agreement.

This report of monetary terms is consistent with the requirements of the Public Employment Relations act. Please forward these monetary terms to the Legislature in accordance with AS 23.40.215.

cc: All Commissioners

All Administrative Service Directors

Kim Garner, Director  
Division of Finance

Art Chance, Director  
Division of Labor Relations

Dianne Corso, Director  
Division of Personnel



OFFICIAL BUSINESS

# Alaska State Legislature

## Senate

### Office of the Secretary

STATE CAPITOL, ROOM 213  
JUNEAU, ALASKA 99801-1182  
(907) 465-3701  
FAX: 465-2832  
EMAIL: [sonate\\_secretary@Legis.state.ak.us](mailto:sonate_secretary@Legis.state.ak.us)

February 6, 2004

#### MEMORANDUM

TO: Senator Green, Cochair  
Senator Wilken, Cochair  
Senate Finance Committee

FROM: Kirsten Waid *KW*  
Secretary of the Senate

SUBJECT: Referral of Monetary Terms Agreements

In accordance with AS 23.40.215, President Therriault has referred the following report to your committee:

*Report from the Commissioner of the Department of Administration stating the monetary terms for the collective bargaining agreement reached between the State and the International Organization of Masters, Mates, and Pilots, PMR.*

KW/lc  
Attachments

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

FRANK H. MURKOWSKI, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2135

February 3, 2004

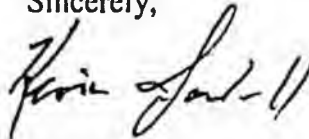
The Honorable Gene Therriault  
Senate President  
Alaska State Capitol  
Juneau, AK 99801-1182

Dear President Therriault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. By copy of my memorandum to Cheryl Frasca, Director of the Office of Management and Budget (enclosed), please accept my report of the monetary terms of the collective bargaining agreement reached between the State and the International Organization of Masters, Mates, and Pilots, PMR. The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215. In the interest of maintaining harmonious relations, I respectfully request that the Legislature approve the monetary terms of this agreement pursuant to AS 23.40.215(b).

If my staff or I may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,



Mike Miller  
Commissioner

Enclosure



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# MEMORANDUM

**State of Alaska**  
**Department of Administration**  
**Office of the Commissioner**

To: Cheryl Frasca  
Director  
Office of Budget and Management  
Office of the Governor

Date: February 3, 2004

From: Mike Miller *hair for 11*  
Commissioner  
Department of Administration

Phone: 465-2200

Subject: Monetary Terms of the Collective Bargaining Agreement between the State of Alaska and the International Order of Masters, Mates and Pilots, PMR

---

The State has concluded negotiations with the Masters, Mates and Pilots. With the exclusion of the health insurance contribution, if approved, the terms of the collective bargaining agreement become effective retroactive to January 1, 2004 and will run through June 30, 2004. The Agreement is pending ratification by union membership; probability of acceptance is extremely high.

### **I. Monetary Terms**

Effective January 1, 2004, the State's per employee contribution to the Masters, Mates and Pilots members will increase \$75.00 per months, for a total contribution of \$705.00 per month per employee. This is the same term that was reported to the 2003 Legislature but which was rejected by the membership. No additional appropriation is required.

### **II. Change in State Revenues**

There are no provisions in the tentative agreement that would change State revenues.

### **III. Change in Productive Work Hours**

There are no provisions in the tentative agreement that would change the productive work hours.

Please forward to the Legislature the foregoing monetary terms in accordance with AS 23.40.215.

Thank you.



Official Business

# Alaska State Legislature

## SENATE

State Capitol  
Juneau, Alaska 99801-1182  
(907) 465-3701

March 12, 2004

### MEMORANDUM

TO: Senator Green, Cochair  
Senator Wilken, Cochair  
Senate Finance Committee

FROM: Kirsten Waid *KW*  
Secretary of the Senate

SUBJECT: Reports of Monetary Terms Agreements

President Therriault has referred the following to your committee for review:

Report from the Commissioner of the Department of Administration dated February 27 was received, stating the monetary terms for the collective bargaining agreement reached between the University of Alaska and the Alaska Higher Education Crafts and Trades Employees Local 6070 in accordance with AS 23.40.215.

Report from the Commissioner of the Department of Administration dated March 4 was received, stating the monetary terms for the collective bargaining agreement reached between the State and the Public Employees Local 71 representing the Labor, Trades and Crafts Bargaining Unit in accordance with AS 23.40.215.

KW:lc

# STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION

OFFICE OF THE COMMISSIONER

MAR 10 2004  
FRANK H. MURKOWSKI, GOVERNOR

P.O. BOX 110200  
JUNEAU, ALASKA 99811-0200  
PHONE: (907) 465-2200  
FAX: (907) 465-2135

February 27, 2004

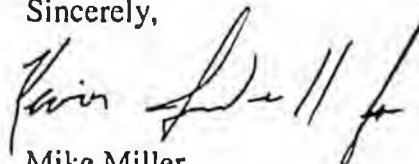
The Honorable Gene Therriault  
Senate President  
Alaska State Capitol  
Juneau, Alaska 99801-1162

Dear President Therriault:

I am required by the Public Employment Relations Act (AS 23.40.070-260) to report the monetary terms of any agreement reached with an employee organization. The University of Alaska reported these contract terms to me and by statute I am reporting them to you. The monetary terms of this agreement must be submitted to the Legislature for approval pursuant to AS 23.40.215.

If my staff or I may answer any questions or provide further information, please do not hesitate to call me.

Sincerely,



Mike Miller  
Commissioner

MM  
Enclosure



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Labor and Employee Relations  
211 Butrovich Building  
P.O. Box 755140  
Fairbanks, Alaska 99775-5140  
(phone) 907-474-7879  
(fax) 907-474-5934  
(web) <http://www.alaska.edu/labor/>

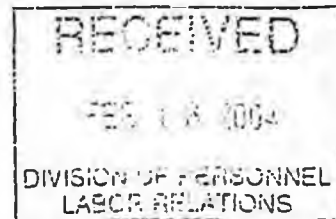


University of Alaska  
Statewide System of Higher Education  
Office of Human Resources

Labor and Employee Relations – Anchorage Office  
3890 University Lake Drive  
Suite 101  
Anchorage, Alaska 99508-8136  
907-786-6142 (phone)  
907-786-6139 (fax)

February 11, 2004

Mike Miller, Commissioner  
Department of Administration  
PO Box 110200  
Juneau, AK 99811-0200



RE: Successor Contract; University of Alaska and the Alaska Higher Education Crafts and Trades Employees Local 6070

Dear Commissioner Miller:

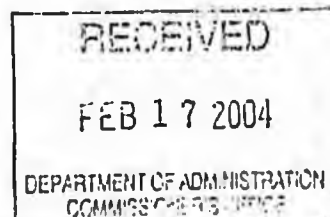
Below is a summary of a recently ratified collective bargaining agreement (CBA) between the University of Alaska and the Alaska Higher Education Crafts and Trades Employees Local 6070. The contract is retroactive to January 1, 2004 and will expire on December 31, 2006.

Economic terms of the agreement include:

- A salary increase of 1.5% for year one, 1.6% for year two, and 1.5% for year three.
- A \$200 retention payment for eligible bargaining unit members each year.
- A funded salary grid for each year.
- A voluntary vaccination benefit for Hepatitis A and B at no cost to the bargaining unit member.
- An increase in the University's defined contribution for health insurance in the amount of 3% for the first six months to July 1, 2004, 28% effective July 1, 2004, 10% effective July 1, 2005, and 10% effective July 1, 2006. The union is offered the opportunity to select the UA Choice Plan for health insurance in years two and three.

Non-economic terms of the agreement include:

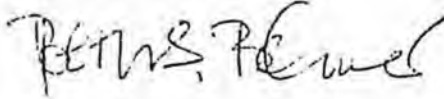
- Bargaining unit members will be subject to yearly review of driving records.
- Shift assignment and associated compensation provisions have been clarified.
- Disciplinary principles and procedures established, consistent with the concept of progressive discipline, due process, and individual circumstances of each case.
- Safety training is addressed concerning blood-borne pathogens and First Aid/CPR.



The tentative agreement was ratified by the union membership in late December 2003, and approved by the University Board of Regents at a meeting in February. Although a printed version of the CBA is not yet available, I have enclosed a final-proof version for your review pursuant to AS 23.40.217(b).

Please call me at 474-7879 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Beth E. Behner".

Beth E. Behner  
Director of Labor and Employee Relations

cc: James Johnsen, Vice President for Faculty and Staff Relations  
Enclosure

Unofficial Minutes  
Board of Regents  
Special Meeting of the Full Board  
January 17, 2004  
Anchorage, Alaska

Regents Present:

Brian D. Rogers, Chair  
Frances H. Rose, Secretary  
Joseph E. Usibelli, Jr., Treasurer  
Michael J. Burns  
James C. Hayes  
Cynthia Henry  
Mary K. Hughes  
Kevin O. Meyers  
David J. Parks  
Michael Snowden

Mark R. Hamilton, Chief Executive Officer and President, University of Alaska

Regents Absent:

Elsa Froehlich Demeksa

Others Present:

Joseph M. Beedle, Vice President for Finance  
Wendy Redman, Vice President for University Relations  
Jeannie D. Phillips, Executive Officer, Board of Regents

I. Call to Order

Chair Rogers called the meeting to order at 3:30 p.m.

II. Adoption of Agenda

Regent Hayes moved, seconded by Regent Snowden, and passed that:

PASSED

"The Board of Regents adopts the agenda as presented.

- I. Call to Order
- II. Adoption of Agenda
- III. Acceptance of Bargaining Unit Contract between the University of Alaska and the Alaska Higher Education Crafts and Trades Employees, Local 6070
- IV. Adjourn

This motion is effective January 17, 2004."

III. Acceptance of Bargaining Unit Contract between the University of Alaska and the Alaska Higher Education Crafts and Trades Employees, Local 6070

Board of Regents' Policy 08.10.02 - Agreements with Collective Bargaining Agents, states:

No collective bargaining agreement shall be binding upon the Board of Regents without prior approval of the entire agreement by the Board of Regents.

Pursuant to this policy, the university administration had tentatively agreed upon a contract with the Alaska Higher Education Crafts and Trades Employees, Local 6070 (Local 6070) union. Local 6070 members have ratified the contract.

Pursuant to AS 23.40.215, the monetary terms of this collective bargaining agreement are subject to initial approval/disapproval and annual funding by the Alaska Legislature.

Regent Hughes moved, seconded by Regent Burns, and passed that:

PASSED

"The Board of Regents accepts the bargaining unit contract between the University of Alaska and the Alaska Higher Education Crafts and Trades Employees, Local 6070 for the term of January 1, 2004 through December 31, 2006 as presented. This motion is effective January 17, 2004."

IV. Adjourn

Chair Rogers adjourned the meeting at 3:45 p.m.

# **COLLECTIVE BARGAINING AGREEMENT**

Between the

**UNIVERSITY OF ALASKA**

and the

**ALASKA HIGHER EDUCATION  
CRAFTS AND TRADES EMPLOYEES**

**Local 6070**

January 01, 2004 through December 31, 2006

## TABLE OF CONTENTS

<b>ARTICLE 1:</b>	<b>Recognition</b> .....	<b>1-3</b>
1.1	Recognition .....	1
1.2	Term Employees .....	1
1.3	Temporary Appointments .....	2
1.4	Casual.....	2
1.5	Student .....	2-3
<b>ARTICLE 2:</b>	<b>Scope and Interpretation</b> .....	<b>4-7</b>
2.1	Retention of Managerial Prerogatives .....	4-5
2.2	Zipper Clause .....	5
2.3	No Strike or Lockout .....	5
2.4	Savings Clause .....	6
2.5	Legislative Appropriation .....	6
2.6	Availability of Parties .....	6
2.7	Non-Discrimination .....	6
2.8	University Policy and Regulation .....	6
2.9	Contracting Out.....	6-7
<b>ARTICLE 3:</b>	<b>Union Security</b> .....	<b>8-12</b>
3.1	Agency Shop.....	8
3.2	Check Off.....	8-9
3.3	Discharge for Failure to Comply with 3.1 .....	9
3.4	Indemnification of the University .....	9
3.5	Coercion and Intimidation .....	10
3.6	Employee Representatives .....	10
3.7	List of Bargaining Unit Members .....	10
3.8	Union Use of University's Facilities.....	10-11
3.9	Administrative Organization.....	11
3.10	Local 6070 Paid Staff.....	11
3.11	Union Business Leave Bank .....	11-12

<b>ARTICLE 4:</b>	<b>Work.....</b>	<b>13-18</b>
4.1	General Provisions.....	13
4.2	Work Schedules.....	13-14
4.3	Extra Hours of Work.....	14
4.4	Call-In Work.....	14-15
4.5	Stand-By.....	15
4.6	Pay for Overtime Work.....	15
4.7	Meal Period and Breaks.....	15
4.8	Continuous Hours of Work.....	16
4.9	Compensatory Time.....	16
4.10	Shift Schedule Premium.....	16
4.11	Special Assignment Premium Pay.....	16
4.12	Health and Safety.....	16-18
<b>ARTICLE 5:</b>	<b>Seniority and Its Applications.....</b>	<b>19-23</b>
5.1	Definitions.....	19
5.2	Termination of Seniority.....	19
5.3	Probationary Bargaining Unit Members.....	20
5.4	Layoff and Recall.....	20-22
5.5	Superseniority.....	22-23
<b>ARTICLE 6:</b>	<b>Grievance Procedure.....</b>	<b>24-27</b>
6.1	Objective.....	24
6.2	Definitions.....	24
6.3	Grievance Time Limits.....	25
6.4	Grievance Steps.....	25-26
6.5	Arbitration.....	26-27
6.6	Withdrawal of a Grievance.....	27
<b>ARTICLE 7:</b>	<b>Labor Management Committees.....</b>	<b>28-30</b>
7.1	Purpose.....	28
7.2	Statewide Labor-Management Committee (SLMC).....	28-29

7.3	Other Labor-Management Committees .....	29
7.4	Labor-Management Committee Limitations.....	29-30
ARTICLE 8:	Performance Appraisal .....	31
ARTICLE 9:	Discipline and Discharge.....	32-34
9.1	Administration of Discipline.....	32
9.2	Just Cause, Due Process, and Progressive Discipline.....	32
9.3	Bargaining Unit Member Notice .....	33-34
9.4	Union Notification .....	34
ARTICLE 10:	Bargaining Unit Members' Rights & Responsibilities.....	35-38
10.1	Prohibited Work.....	35
10.2	Licenses.....	35-36
10.3	Indemnification and Property Protection.....	37
10.4	Bargaining Unit Vacancies .....	37-38
10.5	University Notification .....	38
ARTICLE 11:	Wages .....	39-40
11.1	Step Placement.....	39
11.2	Wage Grade Schedule.....	39
11.3	Geographic Salary Differentials .....	39
11.4	Leadperson Pay.....	39-40
11.5	Temporary Upgrade .....	40
11.6	Retention Payment .....	40
ARTICLE 12:	Holidays and Leaves .....	41-45
12.1	Holidays.....	41-42
12.2	Annual Leave.....	42-43
12.3	Sick Leave.....	43
12.4	Military Leave.....	44
12.5	Emergency Search and Rescue Leave .....	44
12.6	Workers' Compensation Leave.....	44
12.7	Family Medical Leave .....	44

12.8	Jury Duty.....	44
12.9	Rate of Pay for Leave .....	45
12.10	Leave Without Pay.....	45
<b>ARTICLE 13:</b>	<b>Benefits.....</b>	<b>46-49</b>
13.1	Health Care Plan .....	46-47
13.2	Life Insurance .....	47
13.3	Long Term Disability.....	47
13.4	Reimbursement Accounts (Ras) .....	47
13.5	Tax Sheltered Annuities [403(b)] (TSAs).....	47
13.6	University Pension Plan.....	47
13.7	Public Employees Retirement System.....	47
13.8	Parking.....	47
13.9	Tool Allowance.....	48
13.10	Accidental Death and Dismemberment Coverage.....	48
13.11	Legal Trust.....	48
13.12	Tuition Waiver Benefit .....	48-49
<b>ARTICLE 14:</b>	<b>Duration.....</b>	<b>50</b>
<b>ARTICLE 15:</b>	<b>Classification Review .....</b>	<b>51-53</b>
15.1	Step 1 .....	51
15.2	Step 2 .....	51
15.3	Step 3 .....	51
15.4	Step 4 .....	52
15.5	Step 5 .....	52
15.6	Effective Date of Reclassification .....	52
15.7	Effect of Reclassification.....	52-53
	<b>Signature Page.....</b>	<b>54</b>
Appendix A	Salary Steps.....	55-58
Appendix B	Position Review Forms .....	59-62

ARTICLE 1  
RECOGNITION

1.1 Recognition

The University of Alaska, hereafter University, recognizes the Alaska Higher Education Crafts and Trades Employees Local 6070 APEA/AFT (AFL-CIO), hereafter Local 6070 or the Union, as the exclusive representative of Employees working in the areas of maintenance, trades, crafts and custodial; excluding: casual personnel (as defined in Section 1.5); student personnel; supervisory personnel; and confidential personnel.

1.2 Term Employees

A. Definition

Term employees are personnel hired by the University in the position classifications covered by the bargaining unit who, prior to the commencement of actual work, shall have a written statement acknowledging the duration of employment for a specific period of time not less than six (6) months, or a specific project.

The University shall provide Local 6070 with copies of Term appointment letters.

B. Rights and Benefits

Term employees are entitled to all provisions of the Agreement except in cases of expiration of appointment except as provided below.

A term appointment may be terminated early, but only on four weeks notice of termination or pay in lieu of notice.

A term shall receive four weeks notice of non-renewal of appointment, or pay in lieu of notice. Failure to provide timely notice does not renew the appointment.

Term employees who have 18 months continuous employment shall be entitled to the provisions in Article 5.4 Layoff and Recall, and associated seniority rights.

Continuous time spent in term positions shall be cumulative for purposes of this agreement.

### 1.3 Temporary Appointments

#### A. Definition

Temporary personnel hired by the University whose appointment is for a period of 1039 or less consecutive hours over twelve (12) months in the position classifications covered by the bargaining unit.

#### B. Rights and Benefits

1. Temporary Employees shall be entitled to rights and benefits only as provided in this article.
2. Temporary employment may be extended no more than six (6) months, after notice to the Union. After being continuously employed for more than 1039 hours in a 12-month period as a temporary employee, the employee shall be eligible only for annual and sick leave, and health benefits.
3. Within 45 days after the conclusion of a temporary appointment, the University will not offer the bargaining unit member another temporary assignment in the same location performing the same work.

### 1.4 Casual

A casual Employee is a person employed for no more than thirty (30) consecutive days. In no case shall a casual Employee be employed more than 320 hours in a twelve (12) month period.

#### 1.4 Student

It is the policy of the University to provide jobs for students to assist them in obtaining an education. It is the intent of the University to use student Employees to supplement and not displace the regular work force.

1. Student employment is temporary employment that is non-continuous and variable as necessitated by both department requirements and student academic schedules.
2. Employment shall not normally exceed 20 hours per week during a semester nor 40 hours per week during the period between semesters or when classes are not in session. The University shall comply with Regents' Policy and University Regulation with respect to maximum student work hours.
3. Student Employees shall not normally operate heavy-duty equipment, such as backhoes, graders, loaders, and tandem axle trucks in excess of 80 horsepower.

4. Student employees working with Bargaining Unit Members shall receive applicable safety training from the University.

## ARTICLE 2 SCOPE AND INTERPRETATION

### 2.1 Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to take actions necessary to maintain the cost effectiveness of University operations;
- to reprimand, suspend, discharge, or otherwise discipline employees;
- to determine the number of employees to be employed;
- to hire employees, determine their qualifications, and assign and direct their work;
- to promote, demote, transfer, lay off, recall to work, and rehire employees;
- to set the standards of productivity and the services to be rendered;
- to determine the classification and the amount and forms of compensation for employees;
- to maintain the efficiency of operations;
- to determine the personnel, methods, means, and facilities by which operations are conducted;
- to set the starting and quitting time, and the number of hours and schedules to be worked;
- to use independent contractors to perform work or services;
- to subcontract, contract out, close down, or relocate the operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment, production, service, distribution, and maintenance methods, materials, machinery, and equipment;
- to determine the number, location and operation of departments, divisions, and all other units of the University;
- to issue, amend and revise policies, rules, regulations, and practices;
- to take such actions as may be necessary to carry out the missions of the University in case of emergencies;
- to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University; and,
- to direct the University's employees.

The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right,

prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## 2.2 Zipper Clause

This Agreement is the entire agreement between the University and the Union. The parties acknowledge that during the negotiations, which resulted in this Agreement, each fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior understandings and supersedes any contrary or inconsistent rules, regulations, past practices, or institutional work practices and concludes all collective bargaining for the duration of this Agreement.

A. Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement, the University shall obtain the approval of Union in the form of a Memorandum of Understanding.

B. Prior to enacting any change in any mandatory subject of bargaining which:

1. is not established by a specific provision of this Agreement; or
2. was not the subject of a written negotiations proposal,

the University shall provide Local 6070 staff written notice of the proposed change thereby providing the Union the opportunity for input and discussion on the proposed change. This Article in no way precludes the parties from using the Availability of Parties process to address items of concern which may arise through the normal course of implementation and interpretation of the Agreement.

## 2.3 No Strike or Lockout

The parties agree that there shall be no strikes or lockouts during the life of this Agreement. After expiration of this agreement, this provision shall in no way infringe the rights of the parties under the Alaska Public Employment Relations Act.

In the event of a strike or work stoppage by another bargaining unit, Local 6070 members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage.

## 2.4 Savings Clause

The terms of this Agreement are subject to applicable law. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

## 2.5 Legislative Appropriation

The parties agree that any provision of this Agreement requiring legislative action; all monetary items; and other provisions requiring legislative funding to permit its implementation shall not become effective until the legislative body has taken the required action or provided the required funding.

## 2.6 Availability of Parties

The Union and the University agree to meet from time to time, at the request of either and the mutual convenience of both, concerning this Agreement, its administration, and interpretation.

## 2.7 Non-Discrimination

Neither the University nor the Union shall discriminate on the basis of Alaska Higher Education Crafts and Trades Employees Local 6070 APEA/AFT (AFL-CIO) related activity.

The University's obligations to refrain from illegal acts under federal and state laws, Regents' Policy, University Regulation, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

## 2.8 University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the Board of Regents Policy and Regulations, as amended from time to time, shall apply to all Bargaining Unit Members without any obligation to bargain over such changes.

## 2.9 Contracting Out

A. The University specifically reserves the right to contract out any work it deems necessary. Prior to a decision to contract out which would result in the layoff of Bargaining Unit Members, or a decision to renew a contract which resulted in the layoff of Bargaining Unit Members, the University will:

1. Conduct a comprehensive cost study;

2. Supply the union with a copy of the study;
  3. Give the Union thirty (30) days notice of its decision to circulate an RFP and provide the RFP to the Union. During this 30 day period, the union may offer alternatives to contracting out; and,
  4. Notify the Union of the results of the Requests for Proposals review, including the basis for a decision to contract out.
- B. In the event Bargaining Unit Members are displaced because work was contracted out, they shall be eligible for the following:
1. Every effort will be made to place the Bargaining Unit Member elsewhere in the University system.
  2. The University will attempt to provide training, apprenticeships and/or trades helper opportunities available to prepare the Bargaining Unit Member for remaining available work.
  3. Bargaining Unit Members will receive first consideration for vacancies, including temporary openings.
  4. The Bargaining Unit Member will have Layoff and Recall rights under the provisions of Article 5.4 for three years from the date of layoff.
  5. The University will provide continuation of health benefits for six months from the date of layoff.
  6. The University will endeavor to provide employment opportunities with the Contractor for the Bargaining Unit Member.
- C. In the event the University conducts an audit of work that has been contracted out causing the displacement of Bargaining Unit Members, the University shall provide a copy of the audit to the Union.

ARTICLE 3  
UNION SECURITY

3.1 Agency Shop

- A. All Bargaining Unit Members shall, as a condition of employment or continued employment, pay to the Union a representational service fee which shall not exceed the cost of Union dues, to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses and in communicating with its members, Local 6070 shall abide by all applicable federal and state law.
- B. Payment by the Bargaining Unit Member shall commence no later than 30 workdays after the Bargaining Unit Member's first workday as a Bargaining Unit Member.
- C. If the Bargaining Unit Member chooses to use payroll deduction for payments to the Union, the biweekly amount paid by the Bargaining Unit Member shall be deducted in accordance with the University's payroll schedule.
- D. Upon eligibility, Bargaining Unit Members shall be notified of their financial obligation to the Union and given the opportunity to execute a payroll deduction form.
- E. The University shall provide to the Bargaining Unit Member a payroll deduction form, a contract, and the phone number of the Local 6070 office.
- F. The University shall provide by electronic email notice to the Union representatives of all new Bargaining Unit Members attending orientation. The Employee Representative shall be allowed to meet with the new Bargaining Unit Member for up to 30 minutes after the orientation. The Employee Representative shall notify their supervisor in advance for this meeting.
- G. All temporary Bargaining Unit Members and those employed at extended sites and community campuses shall by their signature acknowledge on cover letter check off form receipt of all employment forms including but not limited to the collective bargaining agreement and deduction authorization form. The University shall provide by electronic notice to the Union of the University's Human resources receipt of the form.

3.2 Check Off

- A. Upon receipt by the University of a deduction authorization (on the appropriate deduction form provided by the University), dated and signed by the Bargaining Unit Member, the University shall deduct, on a biweekly basis, the stated amount

from the Bargaining Unit Member's wages until or unless the deduction form is revoked by the Bargaining Unit Member.

- B. Deductions shall become effective at the time the properly executed deduction form is submitted and shall be deducted from the first pay period following the pay period in which the deduction form is submitted.
- C. The University will make reasonable effort to forward the monies along with an itemized statement listing the Bargaining Unit Members and the amounts deducted to the Union not later than the 15th of the month following the month when the deduction is made.

### 3.3 Discharge for Failure to Comply with 3.1

The Union will provide to the Bargaining Unit Member all information, notices and procedures required by law regarding the collection of service fees.

If a Bargaining Unit Member fails to sign the representational service fee deduction form or make adequate arrangements with the Union, to the Union's satisfaction, for the payment of this obligation within 20 days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the Bargaining Unit Member. Along with the request, the Union will provide to the University's Statewide Office of Labor Relations acceptable evidence that the Union has provided to the Bargaining Unit Member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided.

Within five working days of receipt of the Union's request, the University will either notify the Union of any deficiencies in the information provided to the Bargaining Unit Member, or send notice to the Bargaining Unit Member that failure to make arrangements with the Union to pay appropriate service fees, including any arrearage, within 10 working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to the Union.

Upon expiration of this 10-day period, the Union will certify to the University's Statewide Office of Labor Relations any continuing non-compliance by the Bargaining Unit Member. Upon receipt of written certification of continued non-compliance, the University will terminate the employment of the Bargaining Unit Member. Such termination may not be grieved by the Union nor will the Union assist the Bargaining Unit Member with respect to such a grievance.

### 3.4 Indemnification of the University

The Union shall indemnify and save the University harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the University) that arise out of or by reason of actions taken by the University pursuant to Article 3.

### **3.5 Coercion and Intimidation**

The Union and the University agree that there will be no coercion or intimidation of any employee regarding Union membership or any activity subject to the provisions of Article 3.

### **3.6 Employee Representatives**

Local 6070 may designate specific representatives from among the Bargaining Unit Members. Such representatives may include officers, stewards and staff persons. Local 6070 will provide a list of any representatives so designated to the University and keep the list current. The selected individuals may interact with the appropriate University representatives, handle grievances, disseminate information regarding collective bargaining issues directly relating to Local 6070 and its membership, and an officer may attend/observe safety meetings at the request of a steward provided that the Facilities Director is notified in advance, so long as the employee representative continues to satisfactorily perform his/her job assignments and does not disrupt the work place or the performance of duties by other employees. Under the provisions of this Article, any allegations concerning an Employee Representative's failure to satisfactorily perform their job assignments, disruption of the work place, or adversely affecting the performance of duties by other employees shall be brought to the attention of the Union President or Union staff for resolution prior to any action being taken against the Employee Representative.

### **3.7 List of Bargaining Unit Members**

The University shall provide to the Union a list of Bargaining Unit Members on a biweekly basis. The list will show all Union specific deductions. This list shall show the first and last name, MAU, department, the employee's PCN, initial date of hire, the job end date for temporary and term employees, the termination date, employment status (regular, temporary, or term), the accrual date, bi-weekly pay, the employee's title, and the employee's mailing address. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement. that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of the information provided.

### **3.8 Union Use of University's Facilities**

- A. Bargaining Unit Members may use the University's meeting facilities on the same basis as other organizations are permitted to use the University's facilities.
- B. Bargaining Unit Members may use the University's electronic mail system on the same basis as other employees.

- C. The University shall designate an existing bulletin board, or supply one where none exists, for exclusive Union use in a conspicuous, accessible place for bargaining unit members at each campus.
- D. Union representatives may use the University's audio/video teleconference facilities for a maximum of two hours per month, provided that arrangements are made no more than 30 days in advance of the meeting, that the University's facilities are available, that the use does not conflict with other users and that Local 6070 pays all applicable long distance charges.

### 3.9 Administrative Organization

- A. Each Bargaining Unit Member will be furnished with an organizational chart clearly defining their supervisory chain on at least an annual basis. An organizational chart shall be provided to the Union at least annually.
- B. The Union will provide the University a list of all Union officers, officials, and representatives on an annual basis. The Union will notify the University of any changes as soon as they occur.

### 3.10 Local 6070 Paid Staff

Local 6070 is also represented by staff members of the APEA/AFT who are not employees of the University who shall be authorized to speak for Local 6070 in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification and approval by the University. Such visits shall be scheduled so as not to disrupt the work of Bargaining Unit Members nor interrupt the normal course of the University's workday. Approval for such visits shall not be unreasonably withheld or delayed.

### 3.11 Union Business Leave Bank

In lieu of the personal leave day currently being provided to non-represented employees, the parties agree to establish a leave bank for use by Bargaining Unit Members for Union training, University/Union negotiations, payment of witnesses under the provisions of Article 6.5G(2), and all other Union business. The director of Labor Relations and the Local 6070 president may mutually agree in writing that a meeting, such as a labor-management committee meeting or a health care benefits task force meeting, shall be considered work time rather than union business leave.

- A. The bank shall be funded by the deposit of the dollar value of eight hours pay, or portion thereof based on the percentage of FTE, for each full time regular Bargaining Unit Member who is in the bargaining unit as of June 1 each year. This computation and deposit shall be made on July 1 of each year of this Agreement.

- B. The University shall establish and administer the bank with a monthly report of the bank's activity provided to the Union.
- C. Withdrawals from the bank shall be made by Bargaining Unit Members on the regular time reporting sheets provided by the University. The Bargaining Unit Member shall be responsible for furnishing a copy of the sheet to the Union President for approval.
- D. Any withdrawal by a Bargaining Unit Member which has been paid by the University and then is not approved by the Union President shall be charged as leave without pay for the Bargaining Unit Member.
- E. Use of Union Business Leave must be requested from and approved by the immediate supervisor in advance, and with sufficient notice that the University's work is not disrupted, such approval shall not be unreasonably withheld by the supervisor.