

ALASKA LEGISLATURE SPECIAL COMMITTEE / SUBJECT FILES 86 / 2

792 SCOM124: SENATE SPEC. COMM. ON MINORITY RELATIONS 1979

PLEASE NOTE: THE FOLLOWING PAGES WERE TREATED
AS A UNIT IN THE ORIGINAL DOCUMENT.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AREA OFFICE

334 WEST FIFTH AVENUE

ANCHORAGE, ALASKA 99501

REGION X

Arcade Plaza Building
1321 Second Avenue
Seattle, Washington 98101

April 11, 1979

IN REPLY REFER TO:

CIRCULAR LETTER 79-5

OFFICE OF DIRECTOR
FAIR HOUSING & EQUAL OPPORTUNITY DIVISION

TO: (1) ALL AGENCIES ADMINISTERING HUD FUNDS FOR CONSTRUCTION AND
(2) ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK ON HUD
ASSISTED CONSTRUCTION PROGRAMS

SUBJECT: DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS: GOALS AND TIMETABLES FOR FEMALE AND MINORITY
PARTICIPATION IN THE CONSTRUCTION INDUSTRY - AFFIRMATIVE
ACTION REQUIREMENTS (Federal Register, Vol. 43, No. 68-
April 7, 1978)

The subject regulations, published in Federal Register (43 FR 14888), became effective May 8, 1978. These regulations establish affirmative action standards for women in construction and consolidate and standardize requirements for construction contractors and subcontractors subject to Executive Order 11246, as amended.

In accordance with the subject regulations, all Federal contracting officers and all applicants shall include the Notice set forth in 41 CFR 60-4.2(d) and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in 41 CFR 60-4.3 in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in the State of Alaska, as follows:

1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), enclosure (1). This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in the State of Alaska (reference: 41 CFR 60-4.2(d)).
2. The Equal Opportunity Clause, enclosure (2), is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts; the Equal Opportunity Clause is also required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts (reference: 41 CFR 60-4.3(a)).

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246), enclosure (3). All Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include these specifications in all Federal and Federally-assisted construction contracts in excess of \$10,000 to be performed in the State of Alaska and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order (reference: 41 CFR 60-4.3(a)). The contractor is specifically directed to implement the affirmative action standards provided in paragraphs 7a through p of these specifications.

Standard Form 257, Monthly Employment Utilization Report (MEUR), enclosure (4), is the reporting form to be submitted by the 5th of each month for all nonexempt contractors and subcontractors on both Federal and non-Federal projects for the duration of the HUD "Contract". Contractors doing business on HUD projects through Public or Indian Housing Authorities should provide copies of MEUR's to the respective Authority in addition to the following distribution:

1. Contractors signatory to Part I of the Alaska Plan shall provide one copy each to:

Alaska Plan Office
2636 Spenard Road
Anchorage, Alaska 99503

Tom Canfield, Director
Office of Federal Contract Compliance Programs
Area Office
701 "C" Street - Box 55
Anchorage, Alaska 99513
(907) 271-3643

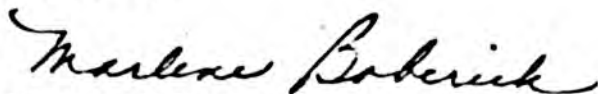
2. Contractors who are not signatory to Part I of the Alaska Plan shall provide one copy to:

Tom Canfield, Director
Office of Federal Contract Compliance Programs
Area Office
701 "C" Street - Box 55
Anchorage, Alaska 99513
(907) 271-3643

Additionally, within 10 working days of award of a contract subject to these provisions, written notice shall be given to the Director, Office of Federal Contract Compliance. (OFCCP - address above). The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed. Enclosure (5) is a suggested format to provide such notice.

This letter supercedes HUD Circular Letter 78-14 of July 11, 1978. If you have any questions or I may be of assistance, please write or call 271-4183.

Sincerely,



Marlene Boberick, Director
Fair Housing & Equal Opportunity

Enclosures (5)

Area Covered: Nationwide

**Goals for Female Participation
in each trade**

Timetable	Goals (Percent)
From April 1, 1978 until March 31, 1979.....	3.1
From April 1, 1979 until March 31, 1980.....	5.0
From April 1, 1980 until March 31, 1981.....	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Alaska.

**Notice of Requirement
Affirmative Action to Insure
Equal Employment Opportunity
(Executive Order 11246)
41 CFR 60-4.2(d)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Area Covered: State of Alaska		
Goals and Timetables for Minority Participation for each trade		
Timetable	Trade	Goal (Percent)
Until further notice.	Asbestos workers	26.4 to 28.0
	Carpenters	25.7 to 28.0
	Electricians	25.7 to 28.0
	Ironworkers	25.7 to 28.0
	Operating engineers.	26.1 to 28.0
	Painters	25.8 to 28.0
	Pile drivers	25.1 to 28.0
	Plumbers and steamfitters.	25.4 to 28.0
	Roofers	27.6 to 28.0
	Sheetmetal workers.	25.6 to 28.0
	Teamsters	25.6 to 28.0
	All other	26.1 to 28.1

EXECUTIVE ORDER 11246
EQUAL OPPORTUNITY CLAUSE

"During the performance of this contract, the contractor agrees as follows;

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

**Standard Federal Social Employment
Opportunity Construction Contract Spec-
ifications (Executive Order 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice

of these programs to the sources consulted under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; including it in any policy manual and collective bargaining agreement; by publicizing in the company newspaper, annual report etc.; by specific review of the policy with a management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

e. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Execu-

tive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

STANDARD FORM - 257

(Aug. 1976)

As prescribed by the Dept. of Labor (OCCCP)

MONTHLY EMPLOYMENT
UTILIZATION REPORT

(See reverse for instructions)

Reporting Period
(Month, Year)

This report is required by Executive Order 11246, Section 203. Failure to report can result in sanctions which include suspension, termination, cancellations or debarment of contract.

To: (Name and location of Compliance Agency)

From: (Name and location of contractor)

1. Company's Name (I.D.)	2. Trade	3. Work Hours of Employment (See footnote)							4. % minority w/h of total w/h	5. Total number of minority Employ- ees	6. Total number of Emple- ees
		Classi- fications	a. Total	b. * Black	c. * His- panic	d. * Amer. Indian	e. * Asian/ Pacific Island	f. * Total Fe- male			
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									
		C									
		Ap									
		Tr									

7. Company Official's Signature and Title

8. Date Signed

9. Telephone Number
(Include Area Code)

**: PLEASE NOTE: THE PRECEDING PAGES WERE TREATED
AS A UNIT IN THE ORIGINAL DOCUMENT.**



REGION X

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ANCHORAGE AREA OFFICE
334 WEST FIFTH AVENUE
ANCHORAGE, ALASKA 99501

August 8, 1979

IN REPLY REFER TO:
10.1E

Handwritten notes:
see back
B-31
Hwy

The Honorable George M. Sullivan
Mayor, Municipality of Anchorage
Pouch 6-650
Anchorage, Alaska 99502

Dear Mayor Sullivan:

As Director of Fair Housing and Equal Opportunity (FHEO) for HUD, I recently completed an on-site monitoring review of the Municipality's Community Development Block Grant Program, B-78-MC-02-0001. The purpose of this review was to determine conformance by the recipient with applicable civil rights laws, regulations, the Grant Agreement and HUD 7068 (Assurances). Although the recipient appears to be in general conformance with these requirements, it is requested FHEO be provided with the following assurances by September 30:

1. Recipient Employment

Administrator positions lack parity with the available labor force of 9% minorities and 41% females. Please provide FHEO with an assurance that every effort will be made to recruit for consideration minorities and females to Administrator positions as vacancies occur.

Affirmative Action Plan (AAP) goals have been established for employment categories where minorities and females are under-represented, but not consistent with generally known data; e.g., 3.7% Black, 1.8% Hispanic, 4.5% Alaska Native and 3.3% Other. The recipient is requested to revise its AAP goals to be consistent with generally known data, particularly as they relate to Administrator positions, and to provide FHEO with such an assurance.

The recipient is requested to provide FHEO with an assurance that its employees are given promotion opportunities irrespective of their race and sex and that data is being maintained accordingly.

2. Title VIII of the Civil Rights Act of 1968

There has been little substantive action taken during the previous program year to affirmatively further fair housing.

2

The recipient is requested to direct the Equal Rights Commission (ERC) to undertake activities which further fair housing during the FY 79 program year, and to provide FHEO with such an assurance. Please note this office is available to provide ERC with assistance as requested.

FHEO questions the certification of non-discrimination relating to future sale of property rehabbed with CDBG funds in the absence of evidence the covenant is enforceable by the recipient or its appropriateness in the furtherance of Title VI of the Civil Rights Act of 1964. FHEO requests a legal opinion by the recipient and a copy of the instrument under which the grant is made.

3. Section 3 of the HUD Act of 1968

The recipient is requested to provide FHEO with a copy of its most recent CETA grant award as evidence it is a participant in a Federally-assisted program to provide lower income residents with training and employment opportunities.

The recipient is developing an affirmative action program to utilize small and socially or economically disadvantaged businesses in contract activities. The recipient is requested to modify this program to incorporate the provisions of Section 3.

The recipient is requested to provide FHEO with an assurance that its CETA employees are receiving training opportunities leading to employment and that data is being maintained by race, sex and salary range.

4. Minority Entrepreneurship

The recipient is requested to provide FHEO with an assurance that it has established procurement procedures to utilize small and minority-owned business sources for supply and service contracts funded with CDBG funds.

Your assistance in obtaining this information and/or assurances is appreciated. Please call me at 271-4183 should you have any questions or require assistance.

Sincerely,



Marlene Boberick, Director
Fair Housing & Equal Opportunity

U. S. DEPARTMENT OF LABOR
Employment Standards Administration
Office of Federal Contract Compliance Programs

POLICY DIRECTIVE
78-9

MEMORANDUM:

CLASSIFICATION CODE:

60-2

☒ Policy Issuance ☐ Policy Clarification

DATE OF ISSUE:

February 9, 1978

TO:

HEADS OF ALL AGENCIES

EFFECTIVE DATE:

Upon Receipt

S

RESPONSIBILITY:

Compliance Officers

EXPIRATION DATE:

N/A

SUBJECT:

Ethnic Identification

FILING INSTRUCTIONS:

File under 60-2 Affirmative Action Programs the previous memo in the classification is Binding Enforcement Language in Conciliation Agreements ... (HOA) issued 11 / 22 / 77. This memorandum supersedes the memorandum of November 18, 1976, "Ethnic Identification" (CCO)

SUMMARY/EXPLANATION:

This memorandum clarifies OFCCP's position as to the adoption of a standard set of racial/ethnic categories approved by the Office of Management and Budget (OMB)

EMPLOYMENT STANDARDS ADMINISTRATION

RECEIVED

FEB 21 1978

ATTACHMENTS OR BACK GROUND INFORMATION:

N/A

OFFICE OF FEDERAL
CONTRACT COMPLIANCE
SEATTLE, WASHINGTON 98104

DIRECTOR'S SIGNATURE:



OFCCP FORM DS-
10/76

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
Office of Federal Contract Compliance Programs
WASHINGTON, D.C. 20210



9

Policy Issuance

78-9/60-2

MEMORANDUM TO: HEADS OF ALL AGENCIES
FROM: WELDON J. ROUGEBAULT
Director, OFCCP
SUBJECT: Ethnic Identification

In order to maintain consistency among the Federal agencies, OFCCP has agreed to adopt the standard set of racial/ethnic categories developed by the Office of Management and Budget (OMB).

The OMB has decided to include persons of Pakistani and East Indian descent in the definition of minority group. Please note that persons of Portuguese descent are not included in our current definition of minority group. Persons not included in the definition of minority groups are, of course, still protected under the various OFCCP rules and regulations.

The following racial ethnic designations do not denote scientific definitions of anthropological origins. An employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one racial/ethnic group. Contractors and compliance officers should use discretion, of course, to apply these definitions in a manner consistent with the intent of the Executive Order.

American Indian or Alaskan Native

A person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander

A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa. Change: Indian Subcontinent added.

Black, not of Hispanic Origin

A person having origins in any of the black racial groups of Africa.

Hispanic

A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.

White, not of Hispanic Origin

A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Change: Indian Subcontinent deleted.

The above specific categories are consistent with the EEO-1 et seq., reports and are to be used by all covered contractors, and sub-contractors to meet all recordkeeping and reporting requirements under Executive Order 11246, as amended.

The definitions which are presented provide examples of areas or countries which are to be included in particular categories. These lists are not meant to be exhaustive. If a question arises with respect to the proper categorization of persons from a particular country, clarification may be obtained from the Program Policy and Planning Division, Office of Federal Contract Compliance Programs. In response to requests from agencies, contractors and the general public, we have been provided guidance from OMB on the following specific questions.

1. What countries are included within the Indian subcontinent?

The Indian subcontinent includes: India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan.

2. Should persons from all Central and South American countries be reported in the category "Hispanic"?

No. Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in the category Hispanic. Persons from Brazil, Guyana, Surinam, or Trinidad, for example, would be

classified according to their race and would not necessarily be included in the Hispanic category.

3. Does the Hispanic category include persons from Portugal?

No. The Portuguese should be excluded from the category Hispanic, and should be classified according to their race.

The provisions of this memorandum will be effective immediately.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
OFFICE OF FIELD SERVICES
STATE AND LOCAL DIVISION

PRINCIPLES OF EEOC'S PROGRAM FOR
STATE AND LOCAL
FAIR EMPLOYMENT PRACTICES AGENCIES
Adopted June 26, 1979

- I. EEOC will separate its contracts with FEP agencies for the provision of services to EEOC into the following contract categories:
 - A. Contracts for Resolution of New Charges.
 - B. Contracts for Resolution of Backlog Charges.
 - C. Agency Improvement Projects.
- II. Eligibility for all categories will be conditioned by the following threshold eligibility criteria:
 - A. In order to be considered eligible for either initial or continuing funding by EEOC, a State or local FEP agency must:
 - (1) be a designated 706 Agency;
 - (2) have demonstrated its willingness and ability to administer its law in such a manner that, in fact, the practices prohibited are comparable in scope to those practices prohibited under Federal law; and
 - (3) satisfy the following performance standards:
 - (a) In all cases where the 706 Agency finds cause to credit the allegations of a charge, it shall demonstrate the capability to pursue elimination of the discrimination and to seek or provide compensatory and prospective relief consistent with applicable Federal law, except where State and local law authorizes no relief except to allow the agency to institute criminal proceedings. Where the State or local law does no more than authorize the agency to institute criminal proceedings, the agency must utilize its authority effectively to eliminate the discrimination; and
 - (b) In all cases where the 706 Agency enters into a conciliation agreement, consent order, or order after public hearing, it shall include in any such agreement or order mechanisms for monitoring and enforcing compliance in the event any terms thereof are not implemented.

Chom...
per
[Signature]

- B. Applying the previous criteria, EEOC also will limit eligibility for funding to currently funded 706 Agencies only,¹ except for 706 State agencies not presently funded and new 706 local Agencies in jurisdiction with no State 706 Agency.
- C. Civil Service systems, merit boards, and personnel boards are ineligible for EEOC funding because there is an appearance of conflict of interest with respect to the employer/employee relationship within such agencies.
- D. Applicant agencies must demonstrate, through their internal employment practices, a firm commitment to equal employment opportunity and affirmative action. EEOC will review the employment profiles of each applicant agency to insure compliance with applicable federal laws, regulations, and Executive Orders as a prerequisite to funding.
- E. Nothing in these criteria shall be construed to prohibit EEOC from providing funds to tribal employment rights office which carry out enforcement activities.

III. Eligibility for individual funding categories will be conditioned further, as follows:

- A. Contracts for Charge Resolutions - applicant agencies must demonstrate compatibility with (but not necessarily exact duplication of) EEOC's charge processing systems and methods. In assessing compatibility, EEOC's focus will be upon the results of the FEP agency's charge processing systems:
- (1) Applicant agencies must demonstrate that they have taken steps to implement the following:
 - (a) Expedited procedures which provide for professionalized intake, resolution of new charges on a current basis, significant emphasis upon voluntary settlements prior to determination, and for the accelerated reduction of the FEP agency's existing inventory of charges;
 - (b) Training of FEP agency personnel in rapid charge processing and inventory reduction procedures compatible with those of the EEOC;

¹709 agencies funded in FY 1978 for purposes of achieving 706 status and which achieve such status during the period of performance shall not be precluded from funding eligibility under this criterion.

- (c) An employment discrimination charge form which, within statutory (as opposed to interpretive) limitations, is acceptable to the EEOC and the FEP agency;
 - (d) Processing terminology (such as common language pertaining to types of closures) by the FEP agency that is the same as or compatible with that utilized by the Commission; and
 - (e) An internal management system by the FEP agency which governs its early charge resolution and inventory reduction systems by establishing annual charge resolution objectives, quantitative and qualitative goals, and timeframes for charge processing; and by establishing monitoring mechanism(s) which fix accountability and track the FEP agency's progress in meeting its objectives during the course of the contract year.
- (2) Applicant agencies must demonstrate that they have achieved the following:
- (a) Implementation of a system by the FEP agency and the Commission which permits each party to perform various functions on behalf of the other, inter alia, accepting charges for each other, within such statutory (as opposed to interpretive) limits as may exist;
 - (b) Implementation of a viable worksharing agreement by the FEP agency and the EEOC; and
 - (c) Timely and accurate submission to EEOC of all required reports in the proceeding contract period.

B. Agency Improvement Projects:

1. Funding under this category would be limited to those agencies which are designated by EEOC as 706 deferral agencies, and which have met minimum requirements for charge resolution funding in the current or coming fiscal year (with the exception of newly-established State 706 agencies).
2. Activities proposed for funding must promote the mission of eliminating unlawful employment discrimination on the basis of race, color, sex, religion, or national origin.
3. Funding for Fiscal Year 1979 will be limited to activities listed as the Project Categories in proposed Principle V, below.
4. The agency shall have submitted all monthly and 90 day reports due to EEOC as required in current funding contract(s) and, if applicable, all reports required under previous improvement projects.

IV. Charge Resolution Contracts will be approached as follows:

- A. The primary component of the funding formula will be the projected number of accepted charge resolutions.
- B. The formula will also contain a discretion factor which may permit increases in funding above the level of actual production. This factor will be limited to not greater than 25% and applied only in those circumstances in which the agency predicts and can support an increase in production during the subsequent year. While eligibility for discretionary increases will not be limited to agencies which have met their level of contracted charge resolutions in the current year, production during the current year will be examined closely in determining whether discretionary increases in funding will be granted. The bases for such increases would include:
 - (1) changes in agency management which realistically forecast higher production levels;
 - (2) streamlining of agency procedures which promise significantly to increase production;
 - (3) slow start-up of the current year contract in which the agency is now producing at a much higher level than it did for the first portion of the contract;
 - (4) a large increase in the appropriation from the agency's own budgetary source;
 - (5) substantial increases in intake of charges jurisdictional under Title VII, despite the existence of professionalized intake systems; or
 - (6) a demonstrated ability to resolve increased numbers of backlog charges in the event of increased EEOC Funding.
- C. Agencies will be reviewed quarterly and informed of any failure to meet contract commitments so that they will have ample time to increase the production by the end of the contract period. Agencies which exceed contract commitments may be granted an increase in their contract funds; agencies which do not meet their commitments will have funding for the subsequent year reduced accordingly.
- D. A fixed amount per acceptable charge resolution will be set by EEOC each year based on the amount of Congressional appropriations. In the absence of a reduction in appropriations, this fixed amount shall not be less than \$350.

- E. A minimum eligibility requirement of 100 charges a year will be set under the charge resolution formula. State 706 agencies and local 706 Agencies in states with no State 706 Agency which may not be able to meet the minimum because of small workloads will be exempted from the 100 charge requirement, and from the fixed amount per accepted charge resolution pursuant to paragraph IV.F., below. The minimum eligibility requirement of 100 charges, moreover, will not be applied to an FEP agency which had 100 or more charges filed initially at the FEP agency and within its jurisdiction during the contract year but had insufficient workload to resolve 100 charges due to waiver of cases to EEOC for initial processing.

An FEP agency not exempted from the 100 charge minimum requirement may submit its justification to EEOC prior to the end of the contract, indicating that the agency achieved substantial performance during the contract period (commencing with FY 1979 contracts) despite its failure to resolve the contracted level of 100 accepted charge resolutions. Substantial performance will be determined according to criteria set forth with respect to the discretion factor for charge resolution funding. The EEOC will evaluate such justifications, and if EEOC concurs that the FEP agency has achieved substantial performance, the agency will receive a new minimum-level charge resolution contract and will be placed on notice that failure to achieve 100 accepted charge resolutions during the contract period will result in a termination of its funding.

Should the FEP agency fail to submit such a justification or should EEOC's evaluation of a submitted justification result in a finding that the agency has not achieved substantial performance, the FEP agency will be considered ineligible for funding by EEOC. This process will apply to agencies funded at the minimum level during the FY 1979 charge resolution contract period.

- F. A minimum contract amount, determined by multiplying the fixed amount per accepted charge resolution by 100, will continue to be authorized under the charge resolution formula.
- G. Agencies receiving charge resolution funds will be required to freeze their backlogs of charges jurisdictional under Title VII On October 1, 1979, in order to insure that both new charges and backlog charges receive the highest priority. Each of these categories of charges poses discrete challenges requiring a discrete management focus and different processing systems and methodologies. Without such an approach, priorities and accountability become blurred, effective management becomes problematic, and both categories of charges receive inadequate attention.

In allocating the FEP agency's overall charge resolution funding level to the agency's contracts for charge resolutions, sufficient funds will be directed to the Contract for Resolution of New Charges to permit the FEP agency to keep current with incoming charges to be processed by the FEP agency under the worksharing agreement. The remainder of the overall charge resolution funding level will be directed to the Contract for Resolution of Backlog Charges.

H. The following principles will also govern the charge resolution program:

1. Agencies will be funded to the extent they are able to absorb the workload effectively; and
2. EEOC will negotiate initial jurisdiction over a minimum percentage of new charges, so that each of its district offices is to a degree active in individual charge processing, even if the FEP agency is in a position to handle all new charges. Such a policy is necessary in order to ensure that EEOC personnel, qualified through continuing experience with processing of individual charges, are available in each district office for purposes of providing technical assistance to FEP agencies.

I. The charge resolution funding formula during the Fiscal Year 1981 contract period will have an additional component: The performance of the FEP agency in meeting quality performance standards which bear upon the efficiency and effectiveness of charge processing by the FEP agency during the FY 1980 contract period. The quality standards will be:

1. Prompt Attention to New Charges: During the FY 1980 contract period, the average processing time for resolution of new charges (from the date of filing to EEOC's receipt of the FEP agency's final finding) must not exceed 180 days, with the exceptions of:
 - (a) unsuccessful conciliations which will be brought to administrative hearing, and
 - (b) charges which are subject to protracted litigation prior to the exhaustion of the administrative process.
2. Elimination of Backlogs: The FEP agency must have "frozen" its Backlog of Title VII Charges on 10/1/79 and have demonstrated a reduction in the Title VII backlog consistent with the goals of its Contract for Resolution of Backlog Charges.
3. Improved Quality of Investigations and Remedies: During the FY 1980 contract period, the FEP agency must achieve a substantial weight review acceptance rate of 85% of charge resolutions submitted to EEOC. In the FY 1981 contract period, this figure will rise to 90% of all final resolutions submitted. The standardization of the substantial weight review process will be a prerequisite to the application of this standard, which will apply to both types of charge resolution contracts.

4. Emphasis Upon Voluntary Settlement: During the FY 1980 contract period, the FEP agency must have a voluntary settlement rate (settlements, withdrawals with benefits, and successful conciliations) under its Contract for Resolution of New Charges of at least 30%, measured as a percentage of final resolutions submitted under the contract.

The quality standards will be applied as follows:

- a. For agencies meeting all four quality standards, the fixed amount per accepted charge resolution will be increased by 10% during the FY 1981 contract period.
- b. For agencies meeting three of the four quality standards, the fixed amount per accepted charge resolution will be increased by 5% during the FY 1981 contract period.
- c. For agencies meeting two of the four quality performance standards, the fixed amount per accepted charge resolution will be unaffected during the FY 1981 contract period.
- d. For agencies meeting only one of the four quality performance standards, the fixed amount per accepted charge resolution will be decreased by 5% during the FY 1981 contract period.
- e. For agencies which meet none of the four quality performance standards, the fixed amount per accepted charge resolution will be decrease by 10% during the FY 1981 contract period.

The quality standards will become increasingly rigorous in future years.

- J. Contingent upon appropriations, EEOC will provide limited additional funding to FEP agencies under the charge resolution program as a contribution toward the costs of preparing reports concerning the status of Title VII charges being processed by the FEP agencies.
- V. Agency Improvement Contracts will be awarded subject to appropriations and pursuant to the following categories:
- A. Category I will include proposals with one of the following objectives:
 - 1) Development and implementation of management and charge processing systems by new State 706 agencies;
 - 2) Development and implementation of manual and computerized Charge Tracking and Management Information Systems; and
 - 3) Implementation of projects to expedite administrative hearings and to eliminate backlogs of charges awaiting administrative hearings.

- B. Category II will include proposals for improvement or installation of management support systems which critically impact the processing of charges jurisdictional under Title VII (such as Rapid Charge Processing Systems).

An FEP agency applying for Agency Improvement Funding must demonstrate the ability to continue the proposed activities in the absence of continued additional funding from EEOC.

- VI. EEOC will streamline its Substantial Weight Review process as follows:
- A. EEOC will standardize the existing substantial weight review process through development of a Substantial Weight Review Manual setting forth clear and uniform standards governing the review process, and by training EEOC and FEP agency staff in the application of those standards. The Manual will include a section governing granting of credit for other than final resolutions, including investigations substantially completed but curtailed due to withdrawal of the charge or issuance of a Right to Sue letter.
 - B. EEOC will continue the development, in consultation with FEP agencies, of standards and procedures for certification of FEP agencies in order to reduce the need for case-by-case reviews.
- VII. EEOC will require worksharing agreements as a condition of charge resolution contracts. The worksharing agreement shall seek to divide the work on the basis of respective capability. The worksharing agreement will call for a waiver of exclusive jurisdiction during the 60-day deferral period on charges EEOC will initially process so the agency can begin work immediately.
- VIII. EEOC's District Offices will have the primary responsibility for conducting negotiations of these contracts, worksharing agreements, the deferral relationship and the substantial weight review process under the overall guidance of the Office of Field Services, State and Local Division. The EEOC is committed to continued improvement of the relationship between itself and the FEP Agencies.
- IX. The EEOC will continue to provide training and technical assistance to the FEP agencies to increase their capability in delivering Federal rights to charging parties.
- X. During FY 1980, EEOC will explore on a priority basis means by which FEP agencies might participate in EEOC's systemic enforcement efforts in accordance with Executive Order 12067, which mandates coordination to eliminate duplication or inconsistency in all equal employment activities.

- XI. During FY 1980, EEOC will also explore means by which FEP agencies might assist EEOC in fulfilling its new functions of enforcing the Equal Pay Act and the Age Discrimination in Employment Act.
- XII. Commencing with the effective date of FY 1980 Contracts for the Resolution of New Charges, EEOC shall not review FEP agency final resolutions until such time as the FEP agency's administrative process is fully exhausted, in order to insure that the rights of charging parties are fully protected. Also beginning on November 1, 1979, EEOC will apply its "Litigation Worthy" standard to final findings of FEP agencies which involve a determination of cause. EEOC will review each FEP agency's standard of cause, operating from the presumption that the FEP agency standard meets EEOC's standard. EEOC does not expect that the application of the standard will result in rejections of FEP agency final findings which would have been acceptable for contract credit under the cause standard previously utilized by EEOC.
- XIII. Maintenance of effort is required as a condition of EEOC funding. The FEP agency or the governmental body which provides its funds shall not reduce the FEP agency's resources in anticipation of or as a result of receipt of EEOC contract funds.

LAW OFFICES OF
ALASKA LEGAL SERVICES CORPORATION

824 WEST SIXTH AVENUE, SUITE 204

ANCHORAGE, ALASKA 99501

TELEPHONE 272-8431

July 26, 1979

Robert Lee Williams
3530 West 84th Street
Apartment #1
Anchorage, Alaska 99502

Dear Mr. Williams:

I apologize for taking so much time to respond to your calls to my office. I have been doing an extensive amount of travel in the past two weeks, and I haven't had time to pay attention to a number of matters in the office.

It seems that we both had different understandings about whether or not Alaska Legal Services would represent you with your claim against Visions. I recall discussing the case with you late last February or March, but I don't recall making a commitment to have this office represent you. My notes from that conversation indicate that your annual income of approximately \$12,000. would have made you ineligible for representation by Alaska Legal Services Corporation. Consequently I didn't open up a file on you.

I do recall that I was either waiting for you to bring some material back to me, or that I was going to talk to some other attorneys in town about working on your case. At first I thought I may have referred you to the State Human Rights Commission, but when I mentioned that to Sara Tifft, Coalition for Economic Justice, she said that probably would not have been the case since you had a lack of success with the Commission before. My notes don't reflect anything on the subject. I do remember that James Grandjean, our former Executive Director, referred you to me, but frankly I don't remember how things were left at the end of our conversation. If I had dropped the ball on some commitment to get back to you after our discussion, I apologize for it. I simply don't remember it.

Any way, so that there is no more delay in you getting some resolution to your problem with Visions, I have asked Mike Frank, an Attorney in Anchorage, if he would talk with you. He agreed to do so, and you should call him at 276.6228 to set up an appointment to see him. He also asked that you first check with the Human Rights Commission to make sure they are no longer involved with your complaint. I will dictate a memo on the notes of my conversation with you, and send that to him

along with the other documents you left with me. Mike and I worked on an employment discrimination case a few years back, and he's an excellent lawyer.

I have sent a copy of this letter to Mike, as well as Sara Tifft and Lucia from Terry Stimpson's office since they both called me last week. Again I want to apologize for any problems I may have caused you, but I was never under the impression that you thought you were a client of ours.

Sincerely,

ALASKA LEGAL SERVICES CORPORATION



Philip R. Volland
Supervising Attorney

PRV:jlj

cc: Mike Frank

8-7-78

Mr. Robert N. White

Allow me this opportunity to take a few moments of your time to address myself or rather my feeling to you. Face to face is much better from a talking standpoint of view, but since talking to you was not always a satisfying experience, because of your fast & smooth way of talking, which is the trademark of all successful businessmen. Therefore, if you would take the time and read this letter, I would sincerely appreciate it deeply.

There was a time this past winter when I first decided to install unions, ~~that~~ ^{that} I was at an emotional high as to what it was going to do. My job for me was getting a chance to apply the knowledge I had gained in the years when I studied electronics & stayed on this high until the military service engineering and was a career. For the moment on, I have again & again followed the string of my job. You had talked last week, matter of fact, the moment I was told you would be here, I knew what was happening (and for a while) you were the creative mind, was a creative mind.

Now from the engineering to the service dept. is a mental demand with a twist, but it put me on all hands, and dealt with it anyway. Now since the time I feel as if it's been a while since I've been in any of your fixing up what you are paying some money for and some more for (fuck up) is very unpleasant but my time, time to deal anyway.

to insult, when you have to ride a Service Call from the
the likes of giving the order, And this same person tells you that
he is going to reconstruct your work program to fit his
plans, and if you can't go along with his program, then you can
seek other employment.

You see, as I said before, business that and still is
very much a part of me, but I cannot work in a atmos-
phere where I am constantly being played games with. I applied
with Visions on the same day I applied with Industrial
Electronics. Mr Robert Hansen knew me on experience in this
field of work. Although Visions told me they were not doing
in hiring at this particular time (Don't offer large).

Now I know my experience. As I said and know the
experience of my ^{not all} Co-workers. And, I know I have knowledge
of the job. Creates more problems for me than my competitors, yet
I ^{in some} know that I have and also my job to the best of my ~~able~~
ability. But why must I have so much supervision. If this
same supervision was applied to the installers that also hired
this friendship basis, instead of me then Service Calls would
not be as badly as they are now.

I know you are the owner and you sign the checks, but
from installation to your office in Pikes (Including Starways) so
to speak, you tell me one thing, but the very next day I am
shown something entirely different from one of my many inspectors.
I would like to know from you exactly when my future stands
with your company at this time.

I have been a part of Union (I feel) from its foundation stage up to this present time, it has been exciting as well as rewarding. I would very much like to continue the I number of this great movement. But I would prefer working under much better conditions and working alone. And I feel that since you are the owner you should ^{be} aware of my working conditions. I feel I am being use as an instrument instead of a man with some knowledge in his work.

Again I am not asking you to change the way of this Society, but to allow me the opportunity to advance in Salary as well as leadership. And not a "Sho Shine Boy" for Union.

Thank you for allowing me this much of your precious time,
You once told me that you were a very "True Man"

S. V. P.

Respectfully
Mr. Robert H. Williams Sr.

I will return to work when and if I hear from you.
Because mistakes are for government and I expressed myself the best that I could.

Service - Steve Adman
Bill Pierce
Ralph Bradley

Fire Eng.
Robt. Williams

Single Family - Joanne Swan
Cherke Connolly
Kim Wieffle
~~Rick Malone~~
Rick Smiltzer
John Jackush

Inventory
Mike Frazier

Shop
Eric Gungoren
Mike Wickman

Tram
Randy Jacobs
Bill Modrock

Multi Family - Randy Foly
Jim Helms
Paul Vozar
Rick Malone

Subs
Geo Hanington
Mike
Pat

Multi-family crews

1. Randy Foly / Jim Helms
2. Paul Vozar / Rick Malone

SOUTHCENTRAL REGIONAL OFFICE
 204 East 5th Avenue,
 Room 217
 Anchorage, Alaska 99501
 274-4692



SOUTHEASTERN REGIONAL OFFICE
 Pouch AH
 Juneau, Alaska 99811
 465-3560

NORTHERN REGIONAL OFFICE
 Fairbanks Regional Office Bldg.
 Station H
 675 - 7th Avenue
 Fairbanks, Alaska 99701
 452-1584

COMPLAINT OF DISCRIMINATION		State Complaint No. C-78-0814-294-E-E	Filing Date 8/14/78												
INSTRUCTIONS If you have a complaint, fill in this form and bring, or mail it to the Alaska State Commission for Human Rights office in your area. In most cases, a complaint must be filed with ASCHR within a specified time after the discriminatory act took place. IT IS THEREFORE IMPORTANT TO FILE YOUR COMPLAINT AS SOON AS POSSIBLE. (Attach extra sheet of paper if necessary). PLEASE PRINT OR TYPE.		CAUSE OF DISCRIMINATION <table style="width: 100%;"> <tr> <td>☒ race or color</td> <td>☐ marital status</td> </tr> <tr> <td>☐ religion</td> <td>☐ changes in marital status</td> </tr> <tr> <td>☐ national origin</td> <td>☐ parenthood</td> </tr> <tr> <td>☐ sex</td> <td>☐ pregnancy</td> </tr> <tr> <td>☐ physical handicap</td> <td>☐ age</td> </tr> <tr> <td>☐ retaliation</td> <td>☐ Other _____</td> </tr> </table> (specify)		☒ race or color	☐ marital status	☐ religion	☐ changes in marital status	☐ national origin	☐ parenthood	☐ sex	☐ pregnancy	☐ physical handicap	☐ age	☐ retaliation	☐ Other _____
☒ race or color	☐ marital status														
☐ religion	☐ changes in marital status														
☐ national origin	☐ parenthood														
☐ sex	☐ pregnancy														
☐ physical handicap	☐ age														
☐ retaliation	☐ Other _____														
Name Robert Lee Williams, Sr.		Date of Birth (if age discrimination is alleged)													
Mailing Address 1549 Karluk Street, Apt. #3		Telephone No. (include area code) Day Mess: 243-2469 Night same													
City, State, and ZIP Code Anchorage, Alaska 99501															
THE FOLLOWING PERSON ALWAYS KNOWS WHERE TO CONTACT ME															
Name Donna Josey		Telephone No. (include area code) 243-2469													
Street Address 3530 West 84th Avenue		City, State, and ZIP Code Anchorage, Alaska 99502													
LIST THE EMPLOYER, EMPLOYMENT AGENCY, LABOR ORGANIZATION, FINANCIAL INSTITUTION, STATE OR LOCAL AGENCY, LANDLORD, OR OTHER PERSON WHO DISCRIMINATED AGAINST YOU. (if more than one, list all)															
Name Visions Limited, Incorporated		Telephone No. (include area code) (907) 276-0100													
Street Address 4672 Business Park Blvd.		City, State, and ZIP Code Anchorage, Alaska 99503													
Others who discriminated against you (if any)															
Complaint filed elsewhere ☒ yes ☐ no	Date filed with other Agency or Court 8/14/78	Name and address of other agency complaint filed with: 414 OLIVE WAY, 4TH FLOOR, TIMES SQUARE BLDG. SEATTLE, WASHINGTON 98101													
If discrimination in employment is alleged, are there more than 15 or less than 15 employees/members of the company/union named above? ☒ More than 15 ☐ less than 15		Date most recent or continuing discrimination took place (Month, Day, and Year) On or about July 27, 1978													
Explain the discriminatory treatment you received and how other persons were treated differently. Understanding that this statement is for the use of the Alaska State Commission for Human Rights, I hereby certify: On or about July 27, 1978, I was denied promotion to the position of Cable T.V. Engineer by Respondent. Bob Uchitel, owner, made me understand that he wanted a full-time engineer and someone who has more expertise. Because 1) a Caucasian, John Hardy, was hired; 2) even though I had satisfactorily performed the duties of engineer when Mr. Uchitel assigned me on July 11th, my salary was not adjusted to the rate commensurate to the duties of the position; 3) while I was temporarily working as engineer, five of my Caucasian co-workers harassed me by intentionally making my job difficult; 4) when I was later assigned to the service department, my white co-workers continued to harass me by making me correct every one else's mistakes; and, 5) I believe I am qualified for the job because I have had the training for it and I have a certificate in cable t.v. overhead construction, I allege I have been discriminated against on the basis of my race (Black) in violation of Title VII of the Civil Rights Act of 1964 and of A.S. 18.80.220.															
IF THERE IS A NOTARY PUBLIC OR POSTMASTER AVAILABLE, COMPLAINANT WILL SIGN ON THIS SIDE		IF NO NOTARY PUBLIC OR POSTMASTER IS AVAILABLE COMPLAINANT WILL SIGN ON THIS SIDE													
I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.		There is no notary public or postmaster available. I certify under penalty of perjury that the foregoing is true and accurate.													
Date 9/25/78	Complainant (Signature) <i>Robert L. Williams</i>	Complainant (Signature or mark)													
SUNSCRIBED AND SWORN TO before me this <u>2th</u> day of <u>September</u> , 19 <u>78</u> at <u>Anchorage, Alaska</u>															
Notary Public or Postmaster <i>Evelyn A. Thomas</i>															
My Commission expires <u>6/1/82</u>															
Witness to signature of DV mark															

(3) assure continued provision of data and information to coastal resource districts to carry out their planning and management functions under the program;

(4) submit annually to the legislature, not later than the 10th day of each regular session, the portion of the coastal management program approved or amended by the council during the preceding year. (§ 3 ch 84 SLA 1977)

Sec. 44.19.894. Council staff. The council shall utilize the staff of the office of coastal management within the division of policy development and planning in discharging its powers and duties. The coordinator of the office, with the concurrence of the council, may contract with or employ personnel or consultants he considers necessary to carry out the powers and duties of the council. (§ 3 ch 84 SLA 1977)

Article 12. Alaska State Council on the Arts.

Section

930. Duties of council

Sec. 44.19.930. Duties of council. The duties of the council shall be

(5) to recommend to the governor a list of persons for consideration for appointment to the Advisory Council on Cultural Facilities, in accordance with AS 44.33.400.

(am § 2 ch 62 SLA 1979)

Effect of amendment. — The 1979 amendment added paragraph (5).

As the rest of the section was not affected by the amendment, it is not set out.

Article 13. Alaska Commission on the Status of Women.

Section

956. Creation of commission

957. Composition

958. Appointment

959. Meetings

961. Terms of office

Section

962. Compensation

963. Purpose

964. Powers and duties

966. Annual report

Editor's note. — Section 2, ch. 120, SLA 1978, provides: "The Alaska Commission on the Status of Women created under AS 44.19.956 shall terminate on June 30, 1983."

Sec. 44.19.956. Creation of commission. There is created in the Office of the Governor the Alaska Commission on the Status of Women. (§ 1 ch 120 SLA 1978)

Sec. 44.19.957. Composition. The commission consists of nine members and an ex officio member representing the office of the attorney general who shall serve at the pleasure of the governor. (§ 1 ch 120 SLA 1978)

Sec. 44.19.958. Appointment. (a) The members shall be appointed on a nonpartisan and nondiscriminatory basis by the governor within 60 days of October 6, 1978. The members shall be residents of the state. At least one member shall be a homemaker who is not otherwise employed. In making the appointments, due consideration shall be given to

(1) the recommendations made by civic organizations, women's organizations, educational and vocational groups, employer groups, labor unions, church groups, homemakers' clubs and organizations, and other groups having an interest in the status of women;

(2) statewide geographical representation of the commission; and

(3) minority and low-income representation.

(b) The commission shall elect one of its members as chairperson and may select other commission officers as it considers necessary. (§ 1 ch 120 SLA 1978)

Sec. 44.19.959. Meetings. Within 60 days after the appointment of all the members of the commission, the governor shall call the first meeting of the commission. A majority of the members constitutes a quorum for conducting business and exercising the powers of the commission. The commission shall meet at the call of the chairperson, at the request of a majority of the members, or at a regularly scheduled time as determined by a majority of the members. (§ 1 ch 120 SLA 1978)

Sec. 44.19.961. Terms of office. The term of office of each member is five years. Terms shall be staggered. Initial terms shall be three members serving for one year, three members serving for three years, and three members serving for five years. A vacancy shall be filled for the balance of the unexpired term in the same manner as original appointments. (§ 1 ch 120 SLA 1978)

Sec. 44.19.962. Compensation. Members of the commission receive no compensation for their services but are entitled to per diem and travel allowances authorized by law for other boards and commissions. (§ 1 ch 120 SLA 1978)

Sec. 44.19.963. Purpose. The purpose of the commission is to implement the recommendations contained in the preliminary study on the status of women in Alaska which was mandated by the Ninth Legislature, Second Session, under ch. 99 SLA 1976, and improve the status of women in Alaska by conducting further research and by making and implementing additional recommendations on the opportunities, needs, problems, and contributions of women in Alaska including, but not limited to,

- (1) education,
- (2) homemaking,
- (3) civil and legal rights,
- (4) labor and employment. (§ 1 ch 120 SLA 1978)

Sec. 44.19.964. Powers and duties. To accomplish its purpose, the commission may

- (1) hire an executive director and additional administrative staff as may be necessary to the commission's function;
- (2) act as a clearinghouse and coordinating body for governmental and nongovernmental information relating to the status of women;
- (3) cooperate with public and private agencies in joint efforts to study and resolve problems relating to the status of women in Alaska;
- (4) accumulate and compile information concerning discrimination against women;
- (5) disseminate the results of research and compilation of data acquired under (4) of this section by publication and other methods such as public hearings, conferences, and seminars;
- (6) study and analyze all facts relating to Alaska laws, regulations and guidelines with respect to equal protection for women under the state constitution;
- (7) recommend legislative and administrative action on equal treatment and opportunities for women;
- (8) select and retain the services of consultants whose advice is considered necessary to assist the commission in obtaining information;
- (9) encourage women to utilize their capabilities and to assume leadership roles;
- (10) establish standing committees among the members to investigate and make recommendations on various areas of concern;
- (11) create task forces composed of commission members and other experts as needed;
- (12) accept monetary gifts or grants from the federal government or an agency of it, from any charitable foundation or professional association or from any other reputable source for implementation of any program necessary or desirable for carrying out the general purposes of the commission. (§ 1 ch 120 SLA 1978)

Sec. 44.19.966. Annual report. Each year the commission shall file a report with the governor and the legislature of its proceedings for the previous calendar year and shall submit recommendations for legislative and administrative action. Reports and recommendations required under this section shall be prepared no later than the convening of the legislature. (§ 1 ch 120 SLA 1978)

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

Approved by U.S. Department of Labor

March 31, 1972

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

Phone : 276-1313

(Reprinted by ADH 8/76)

P U R P O S E

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

*Minority group is defined to include Black, Philipino, Spanishsurnamed, Oriental, American Indian, Eskimo and Aleut.

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

PART II

PARTIES

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

PART III

S P E C I F I C G O A L S

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

SCHEDULE

MINORITY MANPOWER UTILIZATION GOALS EXPRESSED IN PERCENTAGE TERMS

TRADES	12/31/72	12/31/73	12/31/74	12/31/75	12/31/76	12/31/77	12/31/78
Asbestors Workers	8.5%	12.8%	16.7%	20.2%	23.4%	26.4%	28.0%
Carpenters	9.4%	13.2%	16.7%	19.9%	22.9%	25.7%	28.0%
Electricians	9.4%	13.2%	16.7%	19.8%	22.8%	25.7%	28.0%
Ironworkers	8.1%	12.1%	15.8%	19.2%	22.3%	25.7%	28.0%
Operating Engineers	13.4%	16.4%	19.2%	21.7%	24.0%	26.1%	28.0%
Painters	10.7%	14.2%	17.5%	20.4%	23.5%	25.8%	28.0%
Pile Drivers	8.1%	12.1%	15.8%	19.1%	22.6%	25.1%	28.0%
Plumber & Steamfitters	8.3%	12.4%	16.1%	19.4%	22.5%	25.4%	28.0%
Roofers	20.9%	22.5%	23.6%	24.7%	26.7%	27.6%	28.0%
Sheet Metal Workers	9.2%	12.9%	16.4%	19.6%	23.0%	25.6%	28.0%
Teamsters	9.9%	13.6%	17.0%	20.1%	23.0%	25.6%	28.0%

SECTION (A) - JOURNEYMEN

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

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

SECTION (B) - NON-JOURNEYMEN

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

For each succeeding year of the Plan, the goals are to be reviewed by the Board and the Executive Director not later than September 1, of the calendar year preceding the schedule year. Regional plans may be developed to implement the annual goal. Such regional plans can be designed to achieve a higher percentage of minorities to the total Alaskan population if such percentage of minorities to the total Alaskan population in a given local or locals is proportionate to the minority population in a given area from which the local or locals obtain their membership. Such regional plans must be approved by the Board and the Executive Director sitting as one body.

Section (C) No Discrimination

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

PART IV

ADMINISTRATION

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

Section (A) Membership

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

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

Section (B) Quorum and Voting

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

Section (C) Powers and Responsibilities

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

Section (D) Executive Director

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

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

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

PART V

R E C R U I T M E N T

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

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

PART VI

C O U N S E L I N G

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

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

PART VII

CLASSIFICATION OF WORKMEN AND TRAINING PROGRAMS

Section (A) Panel on Experience Equivalency

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

Section (B) Classifications

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

Journeyman
Apprentice
Advanced Trainee
Trainee

Section (C) Journeymen

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

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

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

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

Section (D) Apprentices

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

Section (E) Advanced Trainees

Minority persons who are not classified as journeymen who have had some construction work experience or its equivalent and who in the judgment of the Ad Hoc Panel will require one year or less of job training to qualify as

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

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

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

Section (F) Trainees

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

ALLOCATION OF RECRUITS AND TRAINEES

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

CONTROL OF THE WORK FORCE

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

PART XI

A P P R E N T I C E S H I P

Section (A) Pre-apprenticeship Training

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

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

Section (B) Existing Apprenticeship and Apprenticeship Outreach Programs

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

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

PART XII

F I N A N C I N G

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

PART XIII

GRIEVANCES AND DISPUTES SETTLEMENT

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

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

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

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

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

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

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

PART XIV

S C O P E

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

PART XV

MINORITY CONTRACTORS AND SUBCONTRACTORS

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

PART XVI

RECORDKEEPING AND REPORTING

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

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

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

PART XVII

GENERAL PROVISIONS

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

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

Section (B) Other Laws, Regulations and Orders

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

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

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

Section (C) Duration of this Agreement

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

Section (D) Union Membership, Initiation Fees and Dues

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

Section (E) Modification of Existing Collective Bargaining Agreements

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

Section (F) Review of Effectiveness of this Agreement

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

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

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

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

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

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

APPENDIX I

SUMMARY OF OPERATION OF AREA WIDE MULTI EMPLOYER PROGRAMMING

THE CONSTRUCTION INDUSTRY - QUARTERLY REPORT

AREA _____

QUARTER ENDING _____

REPORTING UNIT _____

Director _____

Address _____

Phone _____

I. RECRUITING - Person contacted - Total

- (a) High Schools
- (b) Vocational High Schools
- (c) Apprentice Information Center
- (d) Other

II. COUNSELING - PERSONS ADVISED - Total

- (a) from recruiting program
- (b) from other sources
- (c) encouraged to continue
- (d) encouraged to try other fields

III. Interest shown in counseling

- (a) Interested in construction

Specific trades

- 1.
- 2.
- 3.
- 4.

- (b) Not interested

- 1.
- 2.
- 3.
- 4.

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

[illegible]

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

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

- (a) Schooling
- (b) On the Job Training
- (c) Combined Schooling and
Job Training
- (d) Disposition

1. Employment in construction
2. Employment elsewhere
3. Other

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

[illegible]

1. 30 days or less
2. 90 days or less
3. 180 days or less
4. 360 days or less
5. More than 360 days

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

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

ALASKA PLAN POLICY BOARD INC.

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

CONTRACTOR'S MONTHLY MANPOWER UTILIZATION REPORT

NAME OF CONTRACTOR:

ADDRESS:

TRADE:

TELEPHONE NO:

DATE:

CLASSIFICATION	MAN HOURS OF EMPLOYMENT										TOTAL # MINORITY EMPLOYEES				TOTAL # EMPLOYEES				% MINORITY MAN HOURS	
	White		Black		AK. NATIVE AM. INDIAN		ASIAN AMERICAN		HISPANIC		TOTAL		TOTAL		TOTAL		TOTAL		% MINORITY	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
JOURNEYMEN																				
HELPER																				
APPRENTICE																				
TRAINEE																				

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

MINORITY MANPOWER UTILIZATION
GOALS AND TIMETABLES

TIMETABLE		GOAL (PERCENT)
UNTIL FURTHER NOTICE	ASBESTOS WORKERS.....	28 %
	CARPENTERS.....	28 %
	ELECTRICIANS.....	28 %
	IRONWORKERS.....	28 %
	OPERATING ENGINEERS.....	28 %
	PAINTERS.....	28 %
	PILE DRIVERS.....	28 %
	PLUMBERS AND STEAMFITTERS.....	28 %
	ROOFERS.....	28 %
	SHEETMETAL WORKERS.....	28 %
	TEAMSTERS.....	28 %
	ALL OTHERS.....	28.1 %

GOALS AND TIMETABLES - WOMEN

FROM APRIL 1, 1978 - MARCH 31, 1979	3.1 %
FROM APRIL 1, 1979 - MARCH 31, 1980	5.1 %
FROM APRIL 1, 1980 - MARCH 31, 1981	6.9 %

STATEMENT OF CLIFFORD A. BLACK, CHAIRMAN, ALASKA PLAN POLICY BOARD, INC., BEFORE THE SENATE MINORITY RELATIONS COMMITTEE, STATE OF ALASKA, NOVEMBER 17, 1979.

THE ALASKA PLAN POLICY BOARD, INC.:
A CITIZEN COALITION

THE ALASKA PLAN POLICY BOARD, INC., HERINAFTER CALLED THE ALASKA PLAN, WISHES TO EXPRESS ITS GRATITUDE TO THE SENATE OF THE STATE OF ALASKA FOR ESTABLISHING THE SENATE MINORITY RELATIONS COMMITTEE, AND FOR THIS TIME ALLOWED US TO SPEAK ON BEHALF OF MINORITIES WHO DESIRE TO BECOME INVOLVED IN THE CONSTRUCTION INDUSTRY. THE FOLLOWING TOPICS HAVE BEEN SELECTED TO GIVE YOU A QUICK, BUT CONCISE, LOOK AT THE ALASKA PLAN:

- O WHY THE ALASKA PLAN WAS CREATED
- O THE COMPOSITION OF OUR BOARD
- O OUR PAST PROGRAMS AND EFFORTS
- O WHY WE STILL EXIST TO MEET A CONTINUING NEED
- O OUR FUTURE

THE ALASKA PLAN WAS CREATED TO MEET A CLEARLY IDENTIFIED NEED; THAT OF INCORPORATING OUR MINORITIES INTO THE CONSTRUCTION INDUSTRY. ALTHOUGH THE NEED HAD BEEN RECOGNIZED, THE FEDERAL AND STATE BUREAUCRACIES HAD BOTH FAILED IN DEALING WITH THIS "PROBLEM", AND WERE THEREFORE RECEPTIVE TO ALLOWING ALASKA TO FORM A COALITION AROUND THE GUIDELINES UTILIZED IN NUMEROUS "HOMETOWN" PLANS ACROSS THE COUNTRY. THE FEDERAL GOVERNMENT HAD DICTATED TO ALASKA THAT IF A PLAN WAS NOT FORTHCOMING, THAT THE FEDERAL BUREAUCRACY WOULD STEP IN WITH THEIR PROGRAM. SEEING THE FORMATION OF A COALITION OF AFFECTED PARTIES AS THE LESSER OF TWO EVILS, THE STATE OF ALASKA DIRECTED THAT SUCH A COALITION WOULD BE FORMED. FROM THE FEDERAL DICTUM, AND THE CONCOMITANT STATE DIRECTIVE, THE PLAN EVOLVED.

IT WAS CLEAR FROM THE OUTSET, THAT WITHOUT THE DEVELOPMENT OF A CLOSE WORKING RELATIONSHIP, BETWEEN THE AFFECTED PARTIES, THE PLAN WOULD FAIL. THE DECISION WAS REACHED TO PLACE THE IMPACTED ENTITIES ON

BOARD, TO ASSURE AN ATMOSPHERE OF AMELIORATION AND COOPERATION. IT WAS A LARGE STEP FOR ALL CONCERNED, AS THEIR PAST RELATIONSHIPS HAD BEEN A MIXTURE OF ALIENATION AND CONFRONTATION. THIS GRAND EXPERIMENT, AS IT WAS DUBBED INITIALLY, BROUGHT ABOUT CHANGES IN THE ATTITUDES OF THE PARTICIPANTS, TO A DEGREE NEVER BEFORE SEEN IN LABOR RELATIONS. THE PLANS FIRST TASK WAS TO BREAK DOWN BARRIERS THAT HAD WITHSTOOD GENERATIONS OF OPPOSITION. IN ESSENCE, THE FIRST EFFORT WAS AIMED AT DEVELOPING RACE RELATIONS; BETWEEN THE MINORITIES AND THE LABOR ORGANIZATIONS AND CONTRACTOR ASSOCIATIONS. IT WAS NOT AN EASY TASK, AND IT IS AN ON-GOING ONE. IT IS STILL THE CHARGE OF THE BOARD TO MAINTAIN A SPIRIT OF AMELIORATION AND COOPERATION, AND ATTEMPT, IF AT ALL POSSIBLE, TO UNDERSTAND EVEN THE MOST BASIC CONCERNS OF THOSE WITH WHOM WE MUST WORK. EVEN IF YOU CHOOSE NOT TO RECOGNIZE THE NUMEROUS PARTICIPANTS WE HAVE ASSISTED AND PLACED IN THE UNIONS AND CONSTRUCTION INDUSTRY, YOU MUST RECOGNIZE THE ROLE OF RACE RELATIONS DEVELOPMENT PLAYED BY THIS ORGANIZATION. THAT IS ESPECIALLY TRUE WHEN MOST OFTEN THE COVERAGE OF MINORITIES IN THE CONSTRUCTION INDUSTRY, IS A STORY OF CONTINUING CONFRONTATION, WHERE EITHER SOMEONE IS BEING SUED, OR INVESTIGATED BECAUSE OF FAILURES TO USE AN EXISTING SYSTEM. IT SHOULD BE NOTED THAT ALASKA HAS BEEN ONE OF THE ONLY STATES IN THE UNION WHERE MINORITIES HAVE NOT HAD TO USE THE CONFRONTATIVE MEASURES USED IN OTHER PARTS OF THE COUNTRY, AND IT SHOULD BE FURTHER NOTED THAT WE CONSCIOUSLY WORK TOWARD THE MAINTENANCE OF THAT RECORD. IT IS DIFFICULT ENOUGH TO WORK INTO THE SYSTEM, WITHOUT HAVING UNWITTING, OVER-ZEALOUS, INDIVIDUALS AND AGENCIES CONSTANTLY CASTING US IN A ROLE AS AN ADVERSARY TO THOSE WITH WHOM WE MUST MAINTAIN A WORKING RELATIONSHIP. IN SHORT, THE BOARD COMPOSITION HAS HAD AN ABSOLUTE IMPACT ON THE VIABILITY AND SUCCESS OF OUR COALITION, AND IT IS NOT POSSIBLE FOR ME TO ENVISION AN ENTITY NOT COMPOSED OF THESE ELEMENTS, TO HAVE OUR LEVEL OF SUCCESS.

ADMITTEDLY, OUR BOARD HAS CHOSEN NOT TO BE PUBLIC WITH OUR ACTIVITY, BUT THAT IS NOT TO SAY THAT OUR MEETINGS AND MINUTES ARE NOT OPEN TO THE GENERAL POPULACE. OUR MONTHLY REPORT TO THE GOVERNOR IS MOST

CERTAINLY A PUBLIC DOCUMENT, AND IT SHOWS WITHOUT HESITATION, OUR ON-GOING PROGRAMMATIC ACTIVITIES. AND PLEASE ACCEPT THIS INVITATION TO ATTEND WHENEVER POSSIBLE, OUR MEETINGS. IT WILL GIVE YOU AN OPPORTUNITY TO LEARN WHO WE ARE AND WHAT THE ALASKA PLAN IS ALL ABOUT, IN A MOST BASIC WAY.

OUR PAST PROGRAMS HAVE VARIED OVER TIME, AND HAVE BEEN DESIGNED TO MEET THE NEED AT HAND. MONITORING HAS BEEN OUR MAIN EFFORT AND WE CONTINUE TO VIEW THAT AS OUR NUMBER ONE PRIORITY. WITHOUT QUESTION, IT IS THE MOST DIFFICULT TASK FACING US, BUT WITHOUT CONSTANT, ON-SITE, MONITORING OUR EFFECTIVENESS WOULD BE DECREASED DRAMATICALLY. THE REASON FOR PAPER MONITORING IS OBVIOUS; IF WE FIND SHORTCOMINGS, WE REFER THE PROBLEM TO THE APPROPRIATE FEDERAL OR STATE AGENCY. IN REGARD TO FEDERAL CONTRACTS, WHICH BY THE WAY IS OUR MAJOR AREA OF COVERAGE, WE REFER THEM TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE. STATE CONTRACTS ARE NORMALLY SMALLER THAN FEDERAL PROJECTS, AND THEREFORE HAVE GIVEN US MUCH LESS DIFFICULTY. IF WE SEE A PROBLEM OF HUMAN RIGHTS VIOLATION, WE REFER THE PERSON TO THE HUMAN RIGHTS AGENCY APPROPRIATE TO THE SITUATION. OUR TASK, IN REGARDS TO OUR PAST EFFORTS IN ELIMINATING DISCRIMINATION, HAS BEEN TO NIP IN THE BUD SYSTEMIC DISCRIMINATION. IF OUR MONITORING DETECTS SHORTCOMINGS IN THE LEVEL OF MINORITY PARTICIPATION ON A PROJECT, WE GIVE THE COMPANY A WARNING. THIS WARNING, WHICH IN ESSENCE COMES FROM THE PARTY'S PEERS, AS WELL AS THE REST OF THE BOARD OF THE ALASKA PLAN, HAS BEEN QUITE EFFECTIVE. WE THEN DO FREQUENT FOLLOW-UP INSPECTIONS, TO ASSURE OURSELVES THAT THE COMPANY CONTINUES TO MAKE A GOOD FAITH EFFORT.

ANOTHER OF OUR PAST TASKS HAS BEEN TO ACT AS A REFERRAL AGENCY. THIS WAS NOT AND IS NOT AN AREA OF MAJOR EMPHASIS. WE WERE DIRECTED TO PROVIDE REFERRAL SERVICE BY THE SPECIAL APPROPRIATION LANGUAGE, AND THEREFORE, FOR A TIME, BECAME INVOLVED IN REFERRAL ACTIVITY.

OUR PRESENT DIRECTION IS STILL THAT OF MONITORING CONSTRUCTION PROJECTS ACROSS THE STATE OF ALASKA. WE HAVE NO DESIRE TO GET INTO THE ROLE OF ENFORCER. THAT POSSIBILITY HAS BEEN DISCUSSED MANY TIMES, AS WE HAVE

SEEN THE LACK OF SUFFICIENT ENFORCEMENT OF DISCRIMINATION LAWS OVER THE PAST YEARS. HOWEVER, IF WE WERE TO TAKE UPON OURSELVES THE ROLE OF ENFORCER, WE WOULD QUICKLY LOSE OUR ABILITY TO DEAL WITH THE LABOR AND MANAGEMENT ORGANIZATIONS ON A ONE-TO-ONE BASIS. THE GREATEST CAUSE OF FAILURE OF MANY HOMETOWN PLANS, WAS THEIR INVOLVEMENT IN THE ENFORCEMENT ROLE. WE FEEL OUR ROLE AS MONITOR IS FAR MORE IMPORTANT THAN THE ROLE OF ENFORCER, AS WE HAVE TO A LARGE DEGREE, ELIMINATED SYSTEMIC DISCRIMINATION FROM THE CONSTRUCTION INDUSTRY. THE FEDERAL AND STATE AGENCIES INVOLVED IN LAW ENFORCEMENT CANNOT AND WILL NOT BE ABLE TO DEVELOP THE KIND OF RELATIONSHIP REQUIRED TO OPERATE IN THE SPIRIT OF COOPERATION AND MUTUAL RESPECT. IT NOT YET WITHIN THE NATURE OF MAN TO FEEL CLOSE AND COMPASSIONATE TOWARD ONE'S ADVERSARIES. CONSEQUENTLY, IT IS OUR BELIEF THAT WE MUST MAINTAIN OUR ROLE OF MONITOR OF MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY. IT APPEARS TO BE A ROLE THAT IS NOT EASILY ASSUMED AND THAT REQUIRES YEARS OF HARD WORK AND COOPERATIVE ENDEAVOR TO LEARN.

ONE OF OUR MOST SUCCESSFUL PROGRAMS HAS BEEN THE ESTABLISHMENT OF EQUIVALENCY PANELS, TO MEASURE THE LEVEL OF EXPERTISE REACHED BY INDIVIDUALS ATTEMPTING TO GET INTO A UNION. THE PANELS WERE SET UP BY THE ALASKA PLAN AND OUR MEMBERSHIP SAT ON PANELS ALONG WITH PEOPLE EXPERT IN THE CRAFT BEING EVALUATED. THESE PANELS ENABLED MANY PEOPLE WHO HAD NO PREVIOUS UNION AFFILIATION, TO BE PLACED INTO THE UNIONS AT VARIOUS STEPS ON THE LADDER TO JOURNEYMANSHIP. MANY OF OUR APPLICANTS WERE ACCEPTED AS ONE, TWO AND THREE YEAR APPRENTICES, AND ON RARE OCCASIONS, WE WERE ABLE TO PLACE SOME INTO JOURNEYMAN POSITIONS. WE INTEND TO AGAIN USE EQUIVALENCY PANELS, WHEN THE ECONOMY TURNS UPWARD AND THERE IS A NEED FOR APPRENTICES WITH SOME EXPERIENCE, OR SIGNIFICANT EXPERIENCE. IN THE MEANTIME, WE ARE WORKING WITH THE CRAFTS IN PRE-APPRENTICESHIP PROGRAMS; PREPARING THOSE WHO WILL BE ATTEMPTING TO MOVE INTO UNION APPRENTICESHIP PROGRAMS. OUR PROGRAM TEACHES WORK ETHICS, SELF-DICIPLINE, RIGHTS OF THE EMPLOYEE, RIGHTS OF THE EMPLOYER AND OTHER RELEVANT DATA.

WE ARE IN A DYNAMIC AREA OF HUMAN INVOLVEMENT, AND AS A CONSEQUENCE, WE MUST BE FLEXIBLE ENOUGH TO MEET UNUSUAL CIRCUMSTANCES. THE FACT THAT WE ARE A CITIZEN COALITION AND NOT A PART OF THE FEDERAL OR STATE BUREAUCRACY, IS A POINT OF CONSEQUENCE. IF WE WERE UNDER THE NORMAL BUREAUCRATIC GUIDELINES, WE WOULD FIND IT MUCH MORE DIFFICULT TO BE INNOVATIVE OR CREATIVE. AS WITH ANY NEW OR INNOVATIVE ENDEAVOR, HOWEVER, WE WILL HAVE OUR DETRACTORS. THAT IS NORMAL AND EXPECTED. IT WILL COME FROM THOSE WHO ARE UNINFORMED, MISINFORMED, OR WHO DESIRE MORE EXPOSURE OR GREATER POWER. NONE OF OUR BOARD MEMBERS HAVE EVER EXPRESSED A DESIRE TO NEGOTIATE ISSUES IN THE MEDIA, NOR HAS ANYONE EXPRESSED A WISH TO EXPAND THE ALASKA PLAN ROLE. WE KNOW OUR LIMITS, AS WE KNOW THE LIMITS OF OTHERS, AND WE ARE CONFIDENT THAT YOU TOO RECOGNIZE THE NEED FOR PARAMETERS AMONG OUR VARIOUS AGENCIES.

OUR FUTURE EFFORTS WILL BE TO IMPROVE ON OUR PAST ACCOMPLISHMENTS. WE HAVE LEARNED MUCH IN EIGHT YEARS, BUT REALIZE WE HAVE ONLY SCRATCHED THE SURFACE. THE LEVEL OF UNDERSTANDING REQUIRED TO DEVELOP AND MAINTAIN WORKING RELATIONSHIPS BETWEEN THE ENTITIES ON OUR BOARD, IS NOT EASY TO REACH. WE FEEL WE HAVE REACHED A PLATEAU OF INSIGHT THAT ENABLES US TO AMELIORATE POTENTIAL PROBLEMS AND PRESERVE A SPIRIT OF COOPERATIVE ENDEAVOR AMONG ALL ENTITIES. THAT, IN ESSENCE, IS POSSIBLY OUR MOST MEANINGFUL CONTRIBUTION TO OUR SOCIETY.

IN CLOSING, I WOULD LIKE TO POINT OUT THAT WE ARE ONE OF TWENTY-SIX HOMETOWN PLANS IN EXISTENCE, AND AS RECENTLY AS 1978 WE WERE INVOLVED IN THE FORMATION OF THE NATIONAL ASSOCIATION OF HOMETOWN PLANS. WE LOOK FORWARD TO LEARNING FROM OTHERS AND PASSING ON WHAT WE HAVE LEARNED. WE FEEL WE HAVE CREATED A MARRIAGE BETWEEN THE MINORITIES OF OUR STATE AND THE CONSTRUCTION INDUSTRY. GEORGE BERNARD SHAW ONCE SAID, "MARRIAGE IS POPULAR, BECAUSE IT COMBINES THE MAXIMUM OF TEMPTATION WITH THE MAXIMUM OF OPPORTUNITY". WE HAVE ALL REALIZED THE TEMPTATION, AND NOW ASK YOU TO CONTINUE TO ALLOW US THE OPPORTUNITY.

Testimony of Lawrence M. Slay Jr.

I am here to testify for and in favor of retaining the Alaska Plan Board. I am a board member at present and my position of employment is training coordinator for the electrical apprenticeship program for Local Union #1547 and the National Electrical Contractors Association. The Alaska plan board operates in many areas and I feel does much good. Although one of the major things that it does is monitor minority hire on various projects the main thrust of the plan's total energies are in long term benefits for all the construction industry and the placement of minorities in the private sector.

If the minority community is to benefit from the construction industry at all, it will be through the placement of individuals in training programs that makes the individual self-sufficient and QUALIFIED for a job. The first person to be laid off or let go from a job is someone who is not needed. Untrained or unqualified people are not needed. Simple economics tell us all that people who can produce and know their trade are in demand. The Alaska plan has worked at getting minorities ready for training, how to apply for jobs, what employers look for in an individual. This past year two pre-apprentice programs were conducted from the efforts of Marva Williams and her staff. Many times Marva has counseled some young person, in our program, who was in need of guidance.

Don't think for a minute that because the Alaska Plan has not had a lot of controversy or cited large numbers of contractors that they have not been working or effective. In many cases they have averted problems and aided in solving potential problems

before they became insolvable. The Alaska plan is only one of a few home town plans remaining because of the spirit of both labor, management and the Alaska plan in making Alaska a leader in the hiring of minorities.

The alternative for the Equal Employment Opportunity for industry in the state is Part II of the Federal EEOC plan. Most persons who have knowledge of both plans would opt for the Alaska Plan. I feel that there is already enough federal intervention in our lives in the state. The Alaska Plan is ours!

I was EEO officer for one of the electrical companies during the construction of the pipeline. I recieved nothing but conflicting instruction and a mass of paper to fill out every month. The reporting system was ineffective and I don't ever recall that anyone ever questioned the reports or set any kind of guidelines to follow. The Alaska Plan is far from perfect but with a small budget and a minimum of staff they have by far been the most effective of any agency for minority hire that I have seen in operation in Alaska.

Thank you for taking my testimony

James M. Olay

SHARON LYN WALLEEN
WOMEN'S REPRESENTATIVE
THE ALASKA PLAN

As my testimony, I'd like to discuss "Women as Minorities in Non-Traditional Trades and the Role the Alaska Plan Plays in Assisting All Minorities." As the women's representative, I will touch upon four basic concerns:

- . the representation of women in non-traditional trades
- . the participation of women in apprenticeship programs
- . the need for ongoing training and monitoring
- . the role the Alaska Plan plays in assisting women and other minorities to attain representation in the non-traditional trades

As a prime example, women are a minority in the construction industry. Traditionally we have been dissuaded from participating in construction-oriented apprenticeship programs, a factor which has kept many women, as well as other minority persons, from many well-paying jobs for which we could be equally well-trained. In our present economic environment, where an increasing proportion of women find themselves not only the head of house, but with several dependents as well, it is essential that we be aware of and entitled to all possible avenues of financial independence.

The Alaska Plan not only informs women as to what programs are available and how to apply for them, but it also educates us as to what will be expected--academically, physically, and emotionally--of each individual who is accepted into the apprenticeship program and subsequently into the trade. An apprenticeship program lasts several years and consequently requires a real commitment on the part of each apprentice. Many candidates referred to these programs by the Alaska Plan do very well because they are prepared

to meet the demands that will be made of them. These candidates complete the apprenticeship programs and become highly skilled, tax paying workers who contribute to the economy of our state.

Some people might say that because we are experiencing a slack construction period right now, that apprenticeship referral to unions and monitoring on construction sites are low priorities. I disagree! There is never a slack time in discrimination. One female or other minority harassed on the job is discrimination. Lack of sufficient minority representation in only one apprenticeship program is still discrimination. We have made great strides in incorporating our minorities into non-traditional trades. Now is not the time to back off and perhaps lose even a small part of that for which many of us on the Alaska Plan worked so hard to accomplish.

Women and other minorities need ongoing access to training in order that they may be competent, skilled, and very importantly, confident workers who will not succumb to harassment on the job. This is particularly important for women in non-traditional jobs because, on occasion, attempts are made to undermine a woman's confidence in her ability to do the job in a satisfactory manner and thus make her vulnerable to improper advances. This particular situation existed all too often on the oil pipeline. I don't want to see a repeat performance on the gas line. We have an increasing percentage of women entering apprenticeship programs but we still need more.

Referral, training, hiring and monitoring are the four most important steps in minority utilization. The Alaska Plan refers us to apprenticeship programs; we receive the training to be highly skilled workers; we are hired by union dispatch; and once we are on the job, we are monitored by virtue of minority hire standards.

Competent on-site monitoring is essential if we are going to see the first three steps achieve their goal of minority utilization. The Alaska Plan is the only existing state recognized monitoring body that we have. The Alaska Plan has a proven track record. It knows how to competently monitor on-site construction projects. In recognition of their past record, the Federal government has recently expressed interest in utilizing the Alaska Plan as its official monitoring mechanism for the gas line.

Lessening and eventually eliminating prejudice is a gradual process of education. Laws do not change the way people perceive each other or eliminate unconscious bias or prejudice. We can't presume that new laws, state or federal, will be better able to eliminate prejudices that are inherent in our society. Some mechanism that allows diverse entities to work together is essential. To physically sit down at a table, look one another in the eye, express our needs, hopes, frustrations and limitations, allows us to let down our defense barriers, to learn respect for one another and to accept the legitimacy of one another and the people we represent. No law can do that. Laws involving racial and sexual discrimination tend to create resentment and retaliation--not respect. The Alaska Plan is an effective means of alleviating both sexual and racial discrimination and promoting understanding and respect between the labor coalition representatives and the minority representatives that work together for the common good of all. Because of the Alaska Plan, there are fewer discrimination claims in need of legal action today. Yes, the Alaska Plan has earned its keep and will continue to do so.

November 13, 1979

To whom it may concern:

The Alaska Plan is at present being reviewed for future funding. I would like to take this opportunity to support it.

I am involved in the Union Carpenter + "And it not been for The Alaska Plan, I would never have known about the Apprentice Program, much less have known how to apply for the program.

Members (administrators) of the Alaska Plan took me step by step through the application and testing procedures. Once I gained entrance into the Program, the people from the "Plan" followed my progress and let me know they were available if I needed further assistance.

The Alaska Plan is a necessary tool in the building of our society. It is another way of balancing out some of the inequalities of our system. The Alaska Plan is a helping hand to minorities and women, not another charity organization that offends people's self-respect by giving everything and expecting nothing. It makes people aware of opportunities and then helps them take advantage of them. The Alaska Plan is needed.

Sincerely,

Deann McFarland

Chapter 80. State Commission for Human Rights.

Article

1. Creation and Organization of Commission (§§ 18.80.010 — 18.80.075)
2. Commission Investigation and Hearing (§§ 18.80.100 — 18.80.145)
3. Commission Reports and Publications (§§ 18.80.150 — 18.80.160)
4. Discriminatory Practices Prohibited (§§ 18.80.200 — 18.80.280)
5. General Provisions (§ 18.80.300)

Article 1. Creation and Organization of Commission.

Section

10. Creation
20. Composition and appointment
30. Chairman of commission
40. Commission meetings

Section

50. Regulations
60. Powers and duties of the commission
70. Compensation
75. Legal counsel

Sec. 18.80.010. Creation. There is created in the office of the governor a State Commission for Human Rights. (§ 1 ch 15 SLA 1963)

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and

financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Sec. 18.80.020. Composition and appointment. The commission consists of seven commissioners, appointed by the governor for staggered terms of five years, and confirmed by the legislature. (§ 1 ch 15 SLA 1963; am § 1 ch 42 SLA 1972)

Effect of amendment. — The 1972 amendment substituted "seven" for "five."

Sec. 18.80.030. Chairman of commission. The commission shall elect one of its members as chairman. (§ 1 ch 15 SLA 1963)

Sec. 18.80.040. Commission meetings. The commission shall hold a regular annual meeting and shall hold special meetings as necessitated by § 120 of this chapter. (§ 1 ch 15 SLA 1963)

Sec. 18.80.050. Regulations. The commission shall adopt procedural and substantive regulations necessary to implement this chapter. (§ 1 ch 15 SLA 1963)

Sec. 18.80.060. Powers and duties of the commission. (a) In addition to the other powers and duties prescribed by this chapter the commission shall

- (1) appoint an executive director approved by the governor;
- (2) hire other administrative staff as may be necessary to the commission's function;
- (3) exercise general supervision and direct the activities of the executive director and other administrative staff;
- (4) accept complaints under § 100 of this chapter;
- (5) study the problems of discrimination in all or specific fields of human relationships, and foster through community effort or goodwill, cooperation and conciliation among the groups and elements of the population of the state, and publish results of investigations and research as in its judgment will tend to eliminate discrimination because of race, religion, color, national ancestry, physical handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood.

(6) make an overall assessment, at least once every three years, of the progress made toward equal employment opportunity by every department of state government. Results of the assessment shall be included in the annual report made under § 150 of this chapter.

(b) In addition to other powers and duties prescribed by this chapter the commission may

(1) delegate to the executive director all powers and duties given it by this chapter except the duties and powers given it by §§ 120 and 130 of this chapter;

(2) call upon the departments and agencies of the state, with the approval of the governor, for cooperation and assistance in carrying out this chapter;

(3) hold hearings under § 120 of this chapter;

(4) or a commissioner or an employee authorized by the commission may administer oaths, certify to all official acts, and issue subpoenas, subpoenas duces tecum and other process to compel the attendance of witnesses and the production of testimony, records, papers, accounts and documents in any inquiry, investigation, hearing or proceeding before the commission in the state; the commission, a commissioner or an employee authorized by the commission may petition a court of this state to enforce its subpoenas, subpoenas duces tecum and other process. (§ 1 ch 15 SLA 1963; am § 1 ch 117 SLA 1965; am § 1 ch 119 SLA 1969; am §§ 1—3 ch 104 SLA 1975; am § 2 ch 75 SLA 1978)

Effect of amendments.

The 1975 amendment, effective June 4, 1975, deleted "or" preceding "sex" near the end of paragraph (5) of subsection (a), added "marital status, changes in marital status, pregnancy or parenthood" to the end of that paragraph, deleted "subpoena witnesses, take the testimony of any person under oath, administer oaths and in connection therewith, to require the production for examination of books or papers relating to a matter under investigation or in question before the commission" from the end of paragraph (3) of subsection (b), and added paragraph (4) of that subsection.

The 1978 amendment added paragraph (6) of subsection (a).

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Legislative committee report. — For report on ch. 119, SLA 1969 (HCSSB 133 [Judiciary] am H), see 1969 House Journal, p. 869.

Sec. 18.80.070. Compensation. The members of the commission are authorized per diem and travel allowances allowable to members of other boards and commissions. (§ 1 ch 15 SLA 1963)

Sec. 18.80.075. Legal counsel. (a) The attorney general is the legal counsel for the commission. He shall advise the commission in legal matters arising in the discharge of its duties, shall assist in the preparation and presentation of complaints to the commission, and shall represent the commission in legal actions to which it is a party.

(b) The commission may employ temporary legal counsel for proceedings before the commission and court actions involving the commission in which proceedings or actions the attorney general is representing another agency of the state government. (§ 2 ch 42 SLA 1972)

Article 2. Commission Investigation and Hearing.

Section

- 100. Complaint
- 105. Temporary restraining order
- 110. Investigation and conciliation
- 120. Hearing
- 130. Order

Section

- 135. Judicial review and enforcement
- 140. Effect of compliance with order
- 145. Intervention by State Commission for Human Rights

Sec. 18.80.100. Complaint. A person who believes he is aggrieved by any discriminatory conduct prohibited by this chapter may sign and file with the commission a written, verified complaint stating the name and address of the person alleged to have engaged in discriminatory conduct, and the particulars of the discrimination. The executive director may file a complaint in like manner when an alleged

discrimination comes to his attention. (§ 1 ch 15 SLA 1963; am § 2 ch 117 SLA 1965)

Effect of amendment. — The 1965 amendment substituted "prohibited by this chapter" for "prohibited by AS

11.60.230, 11.60.240, 23.10.155, 23.10.190 or 23.10.255."

The objective of this chapter is the elimination and prevention of discrimination, in many facets of our society, where such discrimination is based on race, religion, color, national origin, sex, age, marital status, pregnancy or parenthood. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

A complaint drawn in the nature of a class action, seeking classwide relief, is neither expressly authorized nor explicitly forbidden by this section. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Similarity of this section to other state antidiscrimination statutes. — See *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Alaska antidiscrimination legislation is not substantially similar to comparable federal laws. — See *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Executive director may file complaint seeking classwide relief before commission. — In light of the remedial goals of the antidiscrimination legislation, this section must be broadly interpreted to authorize the executive director to file a complaint seeking classwide relief before the commission. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

A broad reading of this section will not promote governmentally sponsored litigation instead of conciliation. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Sec. 18.80.105. Temporary restraining order. At any time after a complaint is filed under § 100 of this chapter, alleging an unlawful discriminatory practice, the commission may file a petition in the superior court in the judicial district in which the subject of the complaint occurs, or in the judicial district in which a respondent resides or transacts business, seeking appropriate temporary relief against the respondent, pending final determination of proceedings under this chapter, including an order or decree restraining him from doing or procuring any act tending to render ineffectual any order the commission may enter with respect to the complaint. The court has the power to grant the temporary relief or restraining order it considers just and proper; however, no relief or order extending beyond 10 days may be granted except by consent of the respondent or after hearing upon notice to the respondent and a finding by the court that there is reasonable cause to believe that the respondent has engaged in discriminatory practices. (§ 2 ch 119 SLA 1969)

Sec. 18.80.110. Investigation and conciliation. The executive director or a member of the commission's staff designated by the executive director shall informally investigate the matters set out in a filed complaint, promptly and impartially. If the investigator determines that the allegations are supported by substantial evidence, he shall immediately try to eliminate the discrimination complained of, by conference, conciliation, and persuasion. (§ 1 ch 15 SLA 1963)

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Authority to dismiss complaints insufficient on face. — By implication, this section gives the executive director authority to dismiss complaints which are insufficient on their face. *Hotel & Restaurant Union Local 878 v. Alaska State Comm'n for Human Rights*, Sup. Ct. Op. No. 1853 (File No. 4248), P.2d (1979).

Sec. 18.80.120. Hearing. If the informal efforts to eliminate the alleged discrimination are unsuccessful, the executive director shall inform the commission of the failure, and the commission shall serve written notice together with a copy of the complaint, requiring the person, employer, labor organization or employment agency, charged in the complaint to answer the allegations of the complaint at a hearing before the commission. The hearing shall be held by the commission at the place where the unlawful conduct is alleged to have occurred unless the person, employer, labor organization or employment agency requests a change of venue for good cause shown. The case in support of the complaint shall be presented before the commission by the executive director or his designee who shall be a bona fide resident of the state. The person charged in the complaint may file a written answer to the complaint and may appear at the hearing in person or otherwise, with or without counsel, and submit testimony. The executive director has the power reasonably and fairly to amend the complaint, and the person charged has the power reasonably and fairly to amend his answer. The commission is not bound by the strict rules of evidence prevailing in courts of law or equity. The testimony taken at the hearing shall be under oath and shall be transcribed at the request of any party to the hearing. (§ 1 ch 15 SLA 1963; am § 3 ch 117 SLA 1965; am § 3 ch 42 SLA 1972)

Effect of amendments. — The 1965 amendment substituted "together with a copy of the complaint, requiring the person, employer, labor organization or employment agency" for "requiring the person" in the first sentence, inserted the second sentence, added "or his designee

who shall be a bona fide resident of the state" at the end of the third sentence, and added the fourth sentence.

The 1972 amendment deleted a former fourth sentence and inserted "shall" preceding "be transcribed" in the last sentence.

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or

rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Applied in *Hotel & Restaurant Union Local 878 v. Alaska State Comm'n for Human Rights*, Sup. Ct. Op. No. 1853 (File No. 4248), P.2d (1979).

Sec. 18.80.130. Order. (a) At the completion of the hearing, if the commission finds that a person against whom a complaint was filed has engaged in the discriminatory conduct alleged in the complaint, it shall order him to refrain from engaging in the discriminatory conduct. The order shall include findings of fact, and may prescribe conditions on the accused's future conduct relevant to the type of discrimination. In a case involving discrimination in

(1) employment, the commission may order any appropriate relief, including but not limited to, the hiring, reinstatement or upgrading of an employee with or without back pay, restoration to membership in a labor organization, or his admission to or participation in an apprenticeship training program, on-the-job training program, or other retraining program;

(2) housing, the commission may order the sale, lease or rental of the housing accommodation to the aggrieved person if it is still available, or the sale, lease or rental of a like accommodation owned by the person against whom the complaint was filed if one is still available, or the sale, lease or rental of the next vacancy in a like accommodation, owned by the person against whom the complaint was filed; the commission may award actual damages which shall include, but not be limited to, the

expenses incurred by the complainant for obtaining alternative housing or space; for storage of goods and effects; for moving and for other costs actually incurred as a result of such unlawful practice or violation.

(b) The order may require a report on the manner of compliance.

(c) If the commission finds that a person against whom a complaint was filed has not engaged in the discriminatory conduct alleged in the complaint, it shall issue and cause to be served on the complainant an order dismissing the complaint.

(d) A copy of the order shall be filed in all cases with the attorney general of Alaska. (§ 1 ch 15 SLA 1963; am § 4 ch 117 SLA 1965)

(e) The commission may order payment of reasonable expenses, including reasonable attorney fees to any private party before the commission when the commission, in its discretion, determines the allowance is appropriate.

(am §§ 4—6 ch 104 SLA 1975)

Effect of amendment.

The 1975 amendment, effective June 4, 1975, inserted "any appropriate relief, including but not limited to" in paragraph (1) of subsection (a), added the language beginning "the commission may award actual damages" to the end of paragraph (2) of that subsection, and added subsection (e).

As the rest of the section was not affected by the amendment, it is not set out.

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 351 P.2d 942 (1976).

"Orders" are those issued at completion of hearing. — The natural sequence of this section, entitled "Order," following AS 18.80.120, entitled "Hearing," and the use of the word "order" in each of the subsections of this section, indicate quite clearly that all of the "orders" referred to in this section are those issued by the commission at the completion of the hearing, and not at the completion of some action by the executive director in the absence of a commission hearing. *Hotel & Restaurant Union Local 878 v. Alaska State*

Comm'n for Human Rights, Sup. Ct. Op. No. 1853 (File No. 4248), 595 P.2d 653 (1979).

Although subsection (a) of this section is prefaced by the words "at the completion of the hearing," whereas the other subsections are not, that is of little significance. The words "at the completion

of the hearing" can be logically construed as modifying each of the following subsections after subsection (a) of this section. It would amount to an unnecessary repetition of words to preface each subsection by "at the completion of the hearing," for it is obvious that the subsections following subsection (a) of this section are written in such a way that the issuance of the various orders referred to in each subsection would logically follow the conclusion of a commission hearing. *Hotel & Restaurant Union Local 878 v. Alaska State Comm'n for Human Rights*, Sup. Ct.

Op. No. 1853 (File No. 4248), 595 P.2d 653 (1979).

Authority to award costs only after hearing. — The legislature, in plain English words, has provided that the commission has the discretionary authority to award costs and attorney's fees only after a hearing, and not at the investigative stage of a proceeding which precedes a hearing. *Hotel & Restaurant Union Local 878 v. Alaska State Comm'n for Human Rights*, Sup. Ct. Op. No. 1853 (File No. 4248), 595 P.2d 653 (1979).

Sec. 18.80.135. Judicial review and enforcement. (a) A complainant, or person against whom a complaint is filed or other person aggrieved by an order of the commission, may obtain judicial review of the order in accordance with AS 44.62.560 — 44.62.570.

(b) The commission may obtain a court order for the enforcement of any of its orders by filing a complaint with the superior court in the

judicial district in which the unlawful conduct is alleged to have occurred. (§ 5 ch 117 SLA 1965)

Sec. 18.80.140. Effect of compliance with order. Immediate and continuing compliance with all the terms of a commission order is a bar to criminal prosecution for the particular instances of discriminatory conduct described in the accusation filed before the commission. (§ 1 ch 15 SLA 1963)

Sec. 18.80.145. Intervention by State Commission for Human Rights. (a) When an action is brought under AS 22.10.020(c), the plaintiff shall serve a copy of the complaint on the State Commission for Human Rights. Upon timely application, the commission may intervene as a party to the action as a matter of right. If the commission certifies in writing to the court that it is presently investigating or actively dealing with the act, practice or policy of the defendant giving rise to the cause of action, the court shall, at the request of the commission, defer proceedings for a period of not more than 45 days or such extended period as the court may allow; except that the court may enter an order or injunction if necessary to prevent irreparable injury to the plaintiff.

(b) If within the period allowed the commission conducts a hearing and reaches a decision under §§ 120 and 130 of this chapter, the decision of the commission is binding on the parties to the court action as to all issues resolved in the hearing but not as to any issues not resolved in the hearing.

(c) When proceedings in the superior court are deferred for a hearing and decision by the commission under this section, the plaintiff may proceed, after the decision of the commission, as an aggrieved party for the purpose of obtaining judicial review under § 135 of this chapter, whether or not he was a party to, or complainant in, the commission proceedings.

(d) If the commission does not intervene or file a certificate and conduct a hearing as provided in this section, the court has complete jurisdiction of the case, notwithstanding the provisions of § 280 of this chapter. (§ 2 ch 240 SLA 1970)

Executive director cannot initiate class action in superior court. — Although the Commission enjoys a limited right under subsection (a) to intervene in a private class action brought pursuant to AS 22.10.020(c),

the executive director does not have statutory authority to initiate a class action in the superior court. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Article 3. Commission Reports and Publications.

Section

150. Report to the legislature

160. Informative publications

Sec. 18.80.150. Annual report. The commission shall report annually to the governor and the legislature on civil rights problems it has encountered in the preceding year, and may recommend legislative action. The commission shall provide the Legislative Affairs Agency with 100 copies of the report during the week preceding the convening of the annual legislative session for legislator and library distribution. The commission shall make copies of the report available to the public. (§ 1 ch 15 SLA 1963; am § 1 ch 75 SLA 1978)

Effect of amendment. — The 1978 amendment rewrote this section.

The legislature intended the commission to be more than a simple complaint-taking bureau; the statutory scheme constitutes a mandate to the agency to seek out and eradicate

discrimination in employment, in credit and financing practices, in places of public accommodations and in the sale, lease or rental of real property. *Hotel Employees Local 879 v. Thomas*, Sup. Ct. Op. No. 1280 (File No. 2703), 551 P.2d 942 (1976).

Sec. 18.80.160. Informative publications. The commission may prepare and distribute pamphlets and press releases to inform the public of its constitutional and statutory civil rights. The commission shall submit proposed publications to the Department of Law for a review of legal accuracy. (§ 1 ch 15 SLA 1963)

Article 4. Discriminatory Practices Prohibited.

Section

200. Purpose

210. Civil rights

215. Activities in aid of housing for minority groups

220. Unlawful employment practices

230. Unlawful practices in places of public accommodation

240. Unlawful practices in the sale or

Section

rental of property or housing accommodations

250. Unlawful financing practice

255. Unlawful practices by the state or its political subdivisions

260. Coercion

270. Penalty

280. Acquittal bars other actions

Sec. 18.80.200. Purpose. (a) It is determined and declared as a matter of legislative finding that discrimination against an inhabitant of the state because of race, religion, color, national origin, age, sex, marital status, changes in marital status, pregnancy or parenthood is a matter of public concern and that such discrimination not only threatens the rights and privileges of the inhabitants of the state but also menaces the institutions of the state and threatens peace, order, health, safety and general welfare of the state and its inhabitants.

(b) Therefore, it is the policy of the state and the purpose of this chapter to eliminate and prevent discrimination in employment, in credit and financing practices, in places of public accommodation, in the sale, lease, or rental of real property because of race, religion, color, national origin, sex, age, marital status, changes in marital status, pregnancy or parenthood. It is not the purpose of this chapter to supersede laws