

ALASKA LEGISLATURE COMMITTEE FILES 1993-1994 8672

8382 SENATE LABOR & COMMERCE

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Official Business

Alaska State Legislature

HOUSE OF REPRESENTATIVES

REPRESENTATIVE CYNTHIA D. TOOHEY

State Capitol
Juneau, AK 99801-1182

DISTRICT 13

SPONSOR STATEMENT

HOUSE BILL 114

"An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures; and providing for an effective date."

House Bill 114 would clarify in statute an advanced nurse practitioner's authority to dispense medication within the scope of practice.

Dispensing has been a common practice with ANP's for many years. ANP's dispense medications for a variety of reasons. In some cases there is no access to a pharmacy and in other situations, the client may not have the resources to pay for the medications and the service of dispensing the medications better serves the immediate medical needs of that client.

In 1992 an advanced nurse practitioner requested clarification of her authority to dispense medication. The Department of Law advised that a statutory change would be necessary to clarify that authority.

Last year, the results of a survey of ANP's indicated dispensing was an essential function in many situations. The Board of Nursing and the Board of Pharmacy then worked together on the issue. The conclusion was the statutory change was needed.

HB114 is supported by the Board of Pharmacy, the Board of Nursing, the Alaska Nurses Association, The Alaska Association of Advanced Nurse Practitioners and nurse practitioners around the state. It passed the House 39-0. Your support of this bill would be appreciated. It has a zero fiscal note.

(6) the practice of nursing by a nurse licensed in another state whose employment responsibilities include transporting patients into, out of, or through this state; however, this exception is valid for a period not to exceed 48 hours for each transport.

(b) In this section the word "nurses" includes registered and practical nurses, and "nursing" means registered and practical nursing. (art IX ch 90 SLA 1957; am § 10 ch 129 SLA 1974; am § 24 ch 14 SLA 1982; am § 14 ch 66 SLA 1987)

Effect of amendments. — The 1987 amendment added subsection (a)(6) and made related stylistic changes.

Sec. 08.68.410. Definitions. In this chapter,

(1) "advanced nurse practitioner" means a registered nurse authorized to practice in the state who, because of specialized education and experience, is certified to perform acts of medical diagnosis and the prescription of medical, therapeutic, or corrective measures under regulations adopted by the board;

(2) "board" means the Board of Nursing;

(3) "incompetent" means that a nurse does not possess the skills, knowledge, and awareness of the nurse's limitations and abilities to safely practice nursing;

(4) "licensed practical nurse" is equivalent to the title "licensed vocational nurse" and to the name suffix abbreviations L.P.N. and L.V.N.;

(5) "licensed registered nurse" is equivalent to the common title "registered nurse" and the name suffix abbreviation R.N.;

(6) "nurse anesthetist" means a registered nurse authorized to practice in the state who, because of specialized education and experience, is certified to select and administer anesthetic and give anesthesia care under regulations adopted by the board;

(7) "practice of practical nursing" means the performance for compensation or personal profit of nursing functions that do not require the substantial specialized skill, judgment, and knowledge of a registered nurse;

(8) "practice of registered nursing" means the performance for compensation or personal profit of acts of professional service that requires substantial specialized knowledge, judgment, and skill based on the principles of biological, physiological, behavioral, and sociological sciences in assessing and responding to the health needs of individuals, families, or communities through services that include

(A) assessment of problems, counseling, and teaching

(i) clients to maintain health or prevent illness; and

(ii) in the care of the ill, injured, or infirm;

(B) administration, supervision, delegation, and evaluation of nursing practice;

(C) teaching others the skills of nursing;

(D) execution of a medical regimen as prescribed by a person authorized by the state to practice medicine;

(E) performance of other acts that require education and training that are recognized by the nursing profession as properly performed by registered nurses;

(F) performance of acts of medical diagnosis and the prescription of medical therapeutic or corrective measures under regulations adopted by the board. (§ 2 ch 90 SLA 1957; am § 5 ch 37 SLA 1970; am § 3 ch 67 SLA 1973; am §§ 11, 12 ch 129 SLA 1974; am § 25 ch 14 SLA 1982)

Chapter 70. Nursing Home Administrators.

Section	Section
10. Board of Nursing Home Administrators	120. Examination
20. Board membership	130. Provisional licenses
30. Election of officers	140. Expired licenses
40. Board meetings; quorum	150. Fees
50. Duties and powers of the board	160. Grounds for imposition of disciplinary sanctions
55. Removal of board members	170. Penalties
60. License required	175. Facilities operated by religious organizations
90. Application	180. Definitions
110. Licensing	

Collateral references. — Licensing and regulation of nursing or rest homes. 97 ALR2d 1187; 63 ALR4th 689.

Sec. 08.70.010. Board of Nursing Home Administrators. There is established the Board of Nursing Home Administrators. (§ 1 ch 123 SLA 1976)

Sec. 08.70.020. Board membership. (a) The board consists of three members: one nursing home administrator licensed under this chapter and practicing in the state, a registered nurse licensed in the state and having no direct financial interest in any nursing home, and one person from the general public.

(b) [Repealed, § 49 ch 94 SLA 1987.]

(c) [Repealed, § 49 ch 94 SLA 1987.] (§ 1 ch 123 SLA 1976; am § 1 ch 77 SLA 1977; am §§ 3, 4 ch 141 SLA 1980; am § 2 ch 99 SLA 1986; am § 49 ch 94 SLA 1987)

Cross references. — For appointment and term of office, see AS 08.01.035. Effect of amendments. — The 1987 amendment repealed subsections (b) and (c), concerning appointment by the governor and term of office respectively.

STATE OF ALASKA

DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT

DIVISION OF OCCUPATIONAL LICENSING

WALTER J. HICKEL, GOVERNOR

3601 C STREET, SUITE 722
ANCHORAGE, ALASKA 99503-5986
PHONE: (907) 561-2878
FAX: (907) 562-5781

Alaska Board of Nursing Position on Advanced Nurse Practitioner Dispensing

The Board of Nursing supports HB 114, an act allowing the Board of Nursing to authorize an advanced nurse practitioner (ANPs) to dispense medical, therapeutic and corrective measures.

The legislation is necessary to provide legal authority for ANPs to dispense the medications which they prescribe. ANP dispensing has been occurring statewide since ANPs began practicing in Alaska under regulations established in 1980 by the Board of Nursing. A July, 1992, Attorney General opinion stated there is no legal authority which allows ANP dispensing.

ANP dispensing occurs around the state. A survey of ANPs done by the Board of Nursing in November, 1992, with a 71% response rate, revealed that 55% of ANPs working in Alaska dispense in their practice. The survey further disclosed that 25% of the ANPs were in communities without pharmacies and 22% were in communities without physicians. This bill is needed to allow ANPs to continue to dispense in their practice so the care in these communities will not be adversely impacted.

The Board of Nursing and the Board of Pharmacy have been working together on the parameters for ANP dispensing. The ANP will be required to dispense in accordance with the practitioner's scope of practice. The parameters will be defined by Board of Nursing regulations.

1492n



Tom Fink,
Mayor

Municipality of Anchorage

Department of Health and Human Services

825 "L" Street
P.O. Box 196650 Anchorage, Alaska 99519-6650



February 8, 1993

Rep Cynthia Toohey
CoChair HESS
Capitol Room 104
State Capitol
Juneau, Alaska 99801-1182

Dear Rep Toohey:

We support HB 114. Ninety percent of our clients are low-income women falling below the poverty guidelines. In taking care of these women who are uninsured or who fall below the poverty guidelines it is vital we be able to dispense medication for the improvement of their health.

Thank you for introduction of this bill. We appreciate all the support that you and the HESS Committee are providing to continue the vital role of the nurse practitioners in providing quality health care to the citizens of Alaska.

Please share this letter with other committee members.

Sincerely,

Lorraine Martin ANP

Lorraine Martin, ANP

Karen Murray ANP

Karen Murray, ANP



ANPA

Alaska Nurse Practitioner Association

February 4, 1993

Cynthia Toohey, Co-Chair
House HESS
State Capitol
Juneau, AK 99801-1182

Dear Rep. Toohey,

The Alaska Nurse Practitioner Association (ANPA) supports HB114.

This change is necessary for the nurse practitioner to provide complete health care to clients who are unable financially to purchase medications or who live in areas where there are no pharmacies. The change in this statute breaks down those barriers that prevent clients from seeking care and obtaining needed treatment, finances and geography.

Nurse practitioners have had independent practice since 1984 and prescriptive authority since 1985. Since nurse practitioners provide health care to indigent clients and provide care in rural areas, dispensing has been a necessary part of the provision of this care. The addition of the word dispense to the current statute allows nurse practitioners to continue providing health care and meeting the needs of clients.

If I or our organization can be of further assistance, please call 561-1925.

Sincerely,

Wendy Thon, ANP
Nurse Practitioner

ANPA
Legislative Affairs
237 E. 3rd
Anchorage, AK 99501



ALASKA NURSES ASSOCIATION

237 E. 3rd Avenue #3
Anchorage, AK 99501-2523
(907) 274-0827
FAX (907) 272-0292

February 8, 1993

Representative Cynthia Toohey
Health, Education, and Social Services
Alaska State Legislature
State Capitol
Juneau, Alaska 99801-1182

Dear Representative Toohey:

The Alaska Nurses Association (AaNA) supports HB 114, an act allowing the Board of Nursing to authorize an advanced nurse practitioner (ANP) to dispense medical, therapeutic, and corrective measures.

Nurses have a long and proud history of supporting issues that would ensure universal access to health care for all, irrespective of geographical location and economic status. Enabling the Board of Nursing to authorize this important action by ANPs is crucial to ensuring access health care services for clients around the state, including the indigent, the non-insured, and rural residents with no access to pharmacies.

AaNA urges the Legislature to pass this bill so that ANPs can continue to provide invaluable service to the communities they serve. Nurses in advanced practice have proven their effectiveness in providing high quality and cost-effective care for consumers -- they need this authorization to ensure that their contributions will continue to benefit all residents of Alaska.

Sincerely,

Patricia A. Hong, MA, RN, CCRN
President



UNIVERSITY OF ALASKA ANCHORAGE

3211 Providence Drive
Anchorage, Alaska 99508-8175

STUDENT HEALTH CENTER
(907) 786-4040

February 5, 1993

Representative Cynthia Toohey
Room 104
Capital Building
Juneau, Alaska 99801-1182

RE: HB114

Dear Representative Toohey:

On July 31, 1992, the Assistant Attorney General issued an opinion to the Division of Occupational Licensing at the request of the Pharmacy Board advising the an advanced nurse practitioner may not dispense drugs. This response has generated a great deal of concern on the part of nurse practitioners delivering primary care across the State.

Advanced nurse practitioners (ANPs) dispense medications for a variety of reasons. In some cases there is no access to a pharmacy and in other situations the client may have limited resources to pay for the medications and the service of dispensing the medications increases patient compliance.

The University of Alaska Anchorage, Student Health Center has a potential population of 8,000 students eligible for services. The clientele of the Student Health Center frequently have limited financial resources, no health insurance and diminished compliance related to attitude, and time demands. It is of primary concern that the inability to dispense medications will dramatically decrease compliance with medication treatment regimen. Frequently the illness requires prompt medication intervention. The ability to dispense the prescription drugs, explain the rationale for the prescribed treatment, and the directions for taking the medication reinforce the importance of the treatment and consequently foster improved compliance.

Even though the Student Health Center is located within the Municipality of Anchorage and not a rural setting the issue of prompt treatment, compliance and cost effective health care are unchanged. The dispensing of medications onsite contributes to prompt and effective treatment.

Any opportunity to assist patients/students in making educated decisions regarding their health care should not be overlooked. Health care providers should encourage people to be intelligent consumers of health care services.

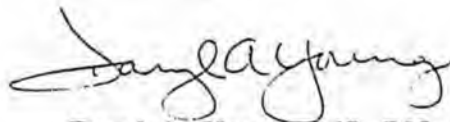
Representative Toohey
February 5, 1993
Page 2

Medications dispensed at the Student Health Center are prepackaged unit dose to reduce error. These packages are labeled in accordance with 12.AAC52.120 - Labeling Unit Dose Use and Prepackaged Drugs. It should be noted that we are not compounding any medications.

I applaud your proactive stance regarding the delivery of health care to the variable population in Alaska. I support the recommended statutory changes for nurse practitioners to dispense prescription medications.

Thank you for your assistance in this important health care delivery issue.

Sincerely,



Daryi A. Young, MS, RN, CS, FNP
Manager, UAA Student Health Center

cc. Gail M. McGuill, Executive Secretary
Board of Nursing

Office Phone: 694-4080



2-3-93

Cynthia Toohey
House HESS
State Capitol
Juneau, Alaska
99801-1182

Dear Cynthia Toohey,

This is a letter to support HB114 to add the word dispense to the Nurse Practitioners statute.

I have been in independent practice for 11 years and not being able to dispense would be a hardship to many of my patients.

I trust you will support HB114 so I can continue caring for patients who choose to have a Nurse Practitioner care for them.

Sincerely,

Lila McEwen, F.N.P.
Family Health Center
16839 Park Place
Eagle River, Alaska
99577

LM/js



Yukon-Kuskokwim Health Corporation
Community Health Aide Program

"Fostering (Hine Se) Determination in Primary Care, Prevention and Health Promotion"

P.O. Box 528 Bethel, Alaska 99559 (907) 543-5075 543-4471

FEB 11 1993

FEB. 8, 1993

Dear Ms. Toohy,

I am writing in support of HB114 to add the word 'dispense' to our statute regarding Nurse Practitioner practice.

I am a Family Nurse Practitioner who worked as a health care provider in an Alaska bush community for 13 months. From Sept. 1991 to Oct. 1992, I was the sole practitioner in Akutan, a small fishing village, which is located 800 miles from Anchorage and 30 miles from Dutch Harbor.

My patient population included non-natives as well as beneficiaries of Alaska Native Medical Center services. Dispensing medication was the only method in which patients received their medications. There were several times when a pharmacy in Anchorage needed to mail medication to Akutan; seven days was a minimum time for mail delivery.

If the ability of dispensing medication was not an option for me in this setting, clearly the quality of care would have been altered. An individual would have access to health care, without the benefit of receiving treatment.

The ability to dispense is critical to function within the scope of practice for Nurse Practitioner's working in rural communities in the State of Alaska.

Sincerely,

Nancy Walsh-Robart FNP

STATE OF ALASKA
DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

NOV 17 1992

DIV. OF OCCUPATIONAL LICENSING

Sun November 8, 1992

17:21pm

Dixie L. Light ANP/FNP, M.Sc.N., PhD.
P.O. Box 382
Houston, Alaska 99694
Telephone (907) 892-8804

Gail M. McGuill, RN, Executive Secretary
Alaska Board of Nursing
Department of Commerce and Economic Development
7th Floor Frontier Bldg.
3601 C Street, Suite 722
Anchorage, Alaska 99502

RECEIVED

Division of Occupational Licensing

Dear Gail,

I doubt if you remember me with all you have to do but, we met briefly at the 1991 ANP Conference in Anchorage. Looking forward to meeting you again this year at the conference.

Last week I sent you my response to your questionnaire regarding the dispensing of pharmaceuticals. The implications of being unable to provide medications in my small rural practice are fairly alarming.

I serve families along the Parks Highway from just South of Big Lake, the community of Big Lake, Houston, and again along the highway about 15 miles North of Willow, the Hatcher Pass, and fly ins from the Susitna and Yentna rivers. Our practice is small, in 14 months we have opened 480 records or which 30 are summer visitors (removal of fish hooks and small emergencies).

There is a lot of data in my charts and I am kicking myself for not having put it in a data base to be able to draw more meaning that you might find useful. People come to me because:

1. they usually don't have to wait.
2. they learn I and my husband listen (and make sure we make time to do that if it's needed).
3. we accept small portions of the office fee and charges for medications when they are short and need to pay later (about 16% of our clients).
4. they can get some basic prescription medications from us without traveling further from home.
5. 90% of my patient time is spent in health teaching. Patients have learned we will search for the health information we don't have on hand.
6. we always follow up with no charge visits or telephone calls.

Our service is very personal and focused on family needs from the family members' perception expanded by giving them my own perception. Without the availability of medications some of these people will still use our services.

NOV 17 1992

DIV. OF OCCUPATIONAL LICENSING

Many of my clients would still use us if we can't dispense, but

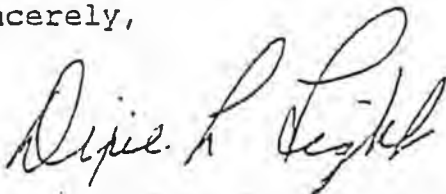
1. some won't fill their prescriptions because they lack ready cash or the other usual reasons people don't pick up or take prescribed medications or actions.
2. a large number will not use us because they would need to drive 20 to Wasilla for the prescription anyway. 80% of our clients are low income or acquire their annual income in summer to be measured out over the next 3 months. Transportation costs are a very large problem.

My husband and I run this practice. At the end of 14 months we bring in just a little more than our costs. I am having a ball working for myself and doing work we both feel is needed. My husband says he loves the work too and he has been a real help to parents with kid questions and problems.

We do not think we can maintain the practice without dispensing medications. There is no pharmacy nearby and we would lose about half of our clients. I am certain that we would have to close. We try to follow sound small business practices. We purchased most of our medical equipment used but in safe and working condition. We might be committing a "good business" error by leniency about payments but people have paid us (better than 99% of the time when they received some cash).

Last winter a man came to us with a severe burn. His wife told me she used all of the family cash reserve to pay the emergency room and ambulance. After my assessment I told the family what still needed to be done. I gave them the truth including the probability of complications. The 2nd degree burns of face, hands, and anterior tibial skin required sterile supplies, 9 dressing changes by me, and in a later stage teaching the couple to change the dressings themselves, services for which I charged \$150. They had no money and we never expected to see any return, but this last week we got a check for everything we charged. Whatever happens I will feel we have made a difference and enjoyed doing it.

Sincerely,



Dixie L. Light PhD, ANP/FNP, MSCN.

November 5 - 1992

Nancy Schupp
1953 Kingfisher
Fairbanks, Alaska
99709
479-5207H 452 4768W

RECEIVED
NOV 16 1992
Division of Occupational Licensing

Gail Mc Guill, RN
Executive Secretary
Alaska Board of Nursing
3601 C Street, suite 722
Anchorage, Alaska
99503-5986

Dear Gail,

The following is my testimony concerning the need to continue the practice of the dispensing of medicines to clients:

I strongly believe that it is absolutely necessary to certain populations of this state, that nurses continue to dispense medications and are able to with safety and provision of good patient education at that time. I also believe that anyone who dispenses medication needs to label appropriately.

Alaska is proud of its rural areas and all it stands for. Having provided a full range of health care services to the seven communities in the Yukon-Koyokuk River Subregion for 14 years, following 2 years in a remote corner of Washington State, I am acutely aware of the need for people to have access to medications without extended delays. I have worked with the pharmacists associated with that area to provide medications to individuals safely. I've enjoyed the assistance from the pharmacists in Tanana and Fairbanks in setting up automatic refill programs, prepackaging, storage, and reference advice. We have utilized patient education materials and provided instructions at the time of dispensing medication.

The nearest pharmacy, physician, and hospital had been about 200 miles away in Tanana until it closed. Fairbanks is almost 300 miles away with only airplane travel as the common mode of travel and mail. We commonly used prepackaged and labeled bottles but because of the tremendous variety of acute needs that can develop in a diverse community, we also used stock bottles to pour from into smaller bottles, label and distribute as necessary. We also provided this service for semi-emergent situations to send to individuals in the surrounding villages when a delay caused by waiting for delivery from a Fairbanks would have been detrimental to the patient. This was only done when seemed absolutely necessary.

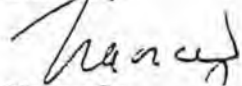
I have seen a variety of time delays in medication reaching a village or subregional community. When it all has worked out and it was obvious that there was an acute need and getting a medication to a patient was much cheaper than the 200+ dollars it can cost

to bring a patient into Fairbanks, we've been able to call the pharmacy, they would fill the prescription in Fairbanks, have a messenger take it to a private air taxi, pay the minimum freight charge, the air taxi in Galena would call the clinic who would need to send a messenger to the air port to pick it up bring it to the clinic and then we could pass it on to a patient all in the same day. The above is the best of situations. Smaller village clinics are one more airline step further away. Generally it takes several days to coordinate the deliverance of a medication never mind the expense of phone calls, air freight or express mail and worker's time. During January of 1989, it was three weeks before a plane was able to fly into the surrounding villages.

A professional nurse, nurse practitioners being some of the most trained, and most committed of them, have been drilled since school how to administer medication safely. The dispensing and labeling is one step further. But nurse practitioners are certainly capable of this step. They are also the best in patient education. I am in full agreement that they need to follow the same laws and guidelines that pharmacists must adhere to during that practice.

I have seen the need for dispensation of drugs by a nurse practitioner thousands of times to prevent prolongation or exacerbation of a patient's health problem. I have done it safely thousands of times and the people of those communities have only benefited.

Sincerely



Nancy Schupp, ANP

10640 Misty Lane
Juneau, Alaska 99801
February 5, 1993

Representative Cynthia Toohey
Capitol, Room 104
Juneau, AK 99801-1182

RE: House Bill 114

Dear Representative Toohey,

Last year and early this year, a joint subcommittee of the Board of Pharmacy and the Board of Nursing met on several occasions to discuss a statutory change which would give advanced nurse practitioners authority "to dispense medical, therapeutic, and corrective measures under regulations adopted by the board." The joint subcommittee also agreed on regulations, which would be promulgated by the Board of Nursing upon passage of such legislation.

The subcommittee presented its recommendations to the Board of Pharmacy and on January 28, 1993, the Board voted unanimously to support such legislation.

The Board of Pharmacy, therefore, supports House Bill 114.

Sincerely,



Gerald Race, President
Alaska State Board of Pharmacy

Marta Poore
P.O. Box 9396
Ketchikan, AK 99901

Cynthia Toohey
House HESS
State Capital Building
Juneau, AK 99801-1182

February 4, 1993

RE: HB 114 adding "dispense" to the statute regarding Advanced Nurse Practitioner practice.

I am an Advanced Nurse Practitioner (ANP) working with a majority of individuals who may be homeless or without access to insurance or medical services. Some are pregnant and have not yet established prenatal care. I see people both in Ketchikan and on Prince of Wales (POW) island. The individuals from POW are limited to expensive air travel or sporadic ferry service to obtain health care. Dispensing medications is crucial for prompt attention to health problems and decreases the delays and frustration of trying to get into town for treatment.

Please support HB 114.

Sincerely,



Marta Poore, Certified Nurse-Midwife
Advanced Nurse Practitioner

cc: Jack Heesch

STATE OF ALASKA

WALTER J. HICKEL, GOVERNOR

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH
SECTION OF NURSING

KETCHIKAN HEALTH CENTER
3054 FIFTH AVENUE
KETCHIKAN, ALASKA 99901-5773
PHONE: (907) 225-4350

January 5, 1993

Cynthia Tooley
House HESS
State Capitol
Juneau, AK 99801

Dear Ms. Tooley,

I am writing to support passage of HB 114 which clarifies the intent of the nurse practitioner statute regarding dispensing of drugs. Nurse Practitioners are an essential part of the health care delivery system in Alaska, providing care primarily to the rural and indigent population in our State.

By statute Nurse Practitioners are already able to prescribe drugs according to their area of specialty. Dispensing allows the Nurse Practitioner the ability to physically give the bottle of pills to the client. The importance of adding this language to the statute is obvious. Having practitioners available to see patients, diagnose their illness but not give them the necessary medication assures an additional barrier to timely, appropriate care.

The need is greatest in those circumstances wherein the Nurse Practitioners are the primary care givers, that is in rural communities where pharmacists are not available to count and distribute medication as well as in indigent care where clients haven't the financial nor transportation resources to access a pharmacy.

HB 114 does not change the scope of practice for the Nurse Practitioner. It does not add additional rights and responsibilities. It changes the language to assure that practitioners' current practice is safeguarded by statute.

Sincerely,



Joan Nugent
Nurse Manager

cc. Jack Heesch
Representative Bill Williams

Phyllis Yetka
P.O. Box 958
Ward Cove, Ak 99928

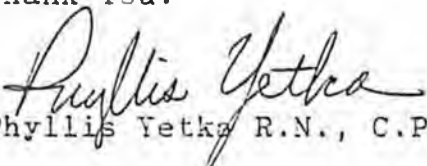
Feb. 4, 1993

Representative Cynthia Toohey
House HESS
State Capitol
Juneau, AK 99801-1182

Dear Rep. Toohey,

I am writing to voice my support of HB114. I am a pediatric nurse practitioner from Ketchikan, Ak. It is imperative that the word "dispense" be added to the State Statute regarding nurse practitioners and how we are able to best serve our patients. Being able to "dispense" medications to those who are in need of help or unable to get to a pharmacy is not only good medicine but it is economically sound. Nurse practitioners can competently provide the quality, cost-effective health care that our patients deserve. The addition of the word "dispense" to HB114 would aid us in our goal.

Thank You.


Phyllis Yetka R.N., C.P.N.P.

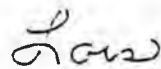
P.O. Box 614
Bethel, Alaska 99559
February 12, 1993

Cynthia Toohey
Committee on Health, Education and Social Services
State Capitol
Juneau, Alaska 99801

Dear Ms. Toohey:

I am writing in support of adding the word dispense to the statute regarding Nurse Practitioner practice, House Bill--114. As a Family Nurse Practitioner practicing in a Bush community it is absolutely critical that I be able to dispense medications. There are no pharmacies in Bethel and health care would be negatively impacted if Nurse Practitioners are not able to dispense medications.

Sincerely,



Lois Rockcastle R.N.C.,
M.S., F.N.P.

Cynthia Torrey
House 11555, State Capitol
Juneau Alaska 99801-1152

Dear Mr. Torrey:

I am writing in support of H.R. 114, an amendment to the Nursing Statute, regarding the dispensation of drugs by Advanced Nurse Practitioners.

Alaska nurse practitioners have practiced independently with prescriptive authority, for a number of years. They are required to maintain and upgrade their skills, including pharmacology, on an ongoing and constant basis through continuing education and formal courses. Many nurse practitioners work in remote areas which have no pharmacy. I live in one such area. Bethel has one pharmacy associated with the regional hospital, which routinely cares for the native population only, and emergency medication supply (10 days) for non-natives. There is no pharmacy closer than Anchorage (400 air miles) for the non-native population. Besides Bethel, there is a total of 49 villages in the Up-Kon Delta, none of which have a pharmacy, either for native or non-native persons.

Nurse practitioners frequently travel to these villages to deliver direct primary care. If medication is necessary it cannot be provided except by the mail, or more, instead of the postal system unless the practitioner is able to dispense the medication at the time of the patient encounter. The alternative use

of the postal system entails a delay of one week at the
maximum, three weeks at the average, and longer
dependent on mail pickup schedules and weather conditions.
This is clearly an unacceptable delay in the treatment
of illness. Practitioners need to be able to bring a
stock supply with them, or to dispense from a stock supply
provided to the village from the Bethel pharmacy.
Until such time as pharmacies are located in each
village, or a pharmacist is able to travel with the health
care provider, there is no reasonable alternative available.
The ability to dispense medications is crucial to adequate
health care delivery in remote areas.

Thank you for your consideration of this matter, and if
I can be of further assistance or information, please
do contact me without hesitation.

Sincerely yours,
Melina Maxwell, R.N., C.; F.N.P.C.; C.S.

Box 559

Bethel Alaska 99559 - 0559

Work Phone: 543 - 2110

Fax number: 543 - 5271

cc: JACK HEESCH
Juneau/Anchorage

February 4, 1993

Representative Cynthia Jochey,
House, HB 114
State Capitol
Juneau, AK 99801-1182

Dear Ms Jochey,

I am a nurse practitioner in Bethel, Alaska to the surrounding villages conducting 3-5 day clinics. I am writing to urge your support of HB 114.

As a nurse practitioner I have been able to prescribe medications for clients since 1985. This bill will allow me to dispense those medications to the patients in the field where there are no pharmacies. This would greatly increase the efficiency & cost-effectiveness of our health care delivery system in rural Alaska.

Thank you,
Cathy Feaster, ANP
P.O. Box 305
Bethel, AK 99557

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ORIGINAL
COPIES

To: The Honorable Cynthia Toohy

Thank you for introducing HB 114 - Drug Dispensing For
Advanced Nurse Practitioners. Thank you for your support, in
general, of nursing and health care issues.

Valerie Ziemacki RN

Valerie Ziemacki RN
711 Lake St.
Sitka, AK. 99835
747-3894

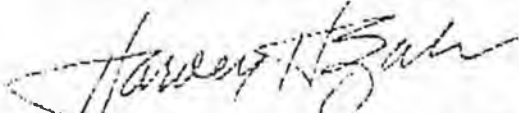
Representative Cynthia Toohay
House of Representatives
Alaska State Legislature

I have been a Family Nurse Practitioner practicing in Alaska for twelve years. More than half of that time was spent in rural areas of the state as the sole health care provider. The ability to provide medications to patients in a timely manner is up most importance. You can make the diagnosis but if you can't treat the patient, what are the outcomes. A good example of this is the infant who at 2:00 am has a bad ear infection. If I am in a rural setting and the nearest pharmacy is 60 miles away, not being able to dispense the appropriate antibiotic is going to cause the child delay in treatment. This delay causes pain for the child, stress on the parents, and has the potential for long term effects.

My current position at the Kodiak Area Native Association, requires my travel to the six villages on Kodiak Island. I may spend as much as two weeks a month providing care to the villages. If I could not dispense medications on site to the patients I see, all medications would have to be sent out from the KANA Pharmacy in Kodiak. This, at the best, would take two days. Unfortunately most of the time it is longer due to weather.

Even when practicing in Anchorage, samples of medications were donated by various drug companies representatives. We dispensed to those individuals who could not afford to have a prescription filled at a pharmacy 2 blocks down the street.

Your support is greatly appreciated for House Bill 114, that would allow advanced nurse practitioners to dispense medications.



Harvey H Baker RN,C ANP
Family Nurse Practitioner
424 Carolyn
Kodiak, AK 99615

Mrs. Mary

Warner

Box 1258

Bethel

AK 99559

543-2554

Date POM Sent 02/05/93

N

Bill Number HB 114 position SUPPORTS Subject

PLEASE SUPPORT HB114 FOR NURSE PRACTITIONERS TO DISPENSE PRESCRIPTIVE MEDICATIONS. AS A NURSE PRACTITIONER WORKING IN RURAL ALASKA, I NEED TO DISPENSE MEDICATIONS TO PATIENTS ENSURING THEIR TREATMENT STARTS PROMPTLY

WITHOUT MAIL OR WEATHER DELAYS. THIS PARTICULARLY AFFECTS INDIGENT OR UNINSURED PATIENTS WITHOUT ANOTHER SOURCE OF HEALTH CARE.

Ms. Lorraine

Martin

12610 Neher Ridge Drive

Anchorage

AK 99516

345-3075

Date POM Sent 02/06/93

N

Bill Number HB 114 position SUPPORTS Subject

I SUPPORT HB 114. 90% OF MY CLIENTS ARE LOW-INCOME WOMEN FALLING BELOW THE POVERTY GUIDELINES. IN TAKING CARE OF THESE WOMEN WHO ARE UNINSURED OR WHO FALL BELOW THE POVERTY GUIDELINES IT IS VITAL I BE ABLE TO DISPENSE

MEDICATION FOR THE IMPROVEMENT OF THEIR HEALTH. LETTER TO FOLLOW.

Ms. Karen Murray

17452 Kahiltna Drive

Eagle River AK 99577

694-3140 Date POM Sent 02/08/93 N

Bill Number HB 114 position SUPPORTS Subject

I SUPPORT HB 114. 90% OF MY CLIENTS ARE LOW-INCOME WOMEN FALLING BELOW THE POVERTY GUIDELINES. IN TAKING CARE OF THESE WOMEN WHO ARE ININSURED OR WHO FALL BELOW THE POVERTY GUIDELINES IT IS VITAL I BE ABLE TO DISPENSE

MEDICATION FOR THE IMPROVEMENT OF THEIR HEALTH. LETTER TO FOLLOW.



Official Business

Alaska State Legislature

HOUSE OF REPRESENTATIVES

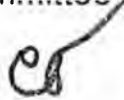
REPRESENTATIVE CYNTHIA D. TOOHEY

State Capitol
Juneau, AK 99801-1182

DISTRICT 13

MEMORANDUM

TO: Senator Tim Kelly, Chair
Senate Labor & Commerce Committee

FROM: Representative Cynthia Toohey 

DATE: February 24, 1993

RE: Request for hearing HB114, "An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures; and providing for an effective date"

I respectfully request that, pending referral, you schedule the above-referenced bill, HB114, for hearing at your earliest convenience.

House Bill 114 would clarify in statute an advanced nurse practitioner's authority to dispense medication within the scope of practice. Advanced nurse practitioners already have prescriptive authority. HB114 would allow them to dispense the prescription.

This has been an established practice for a number of years, particularly in the rural areas of the state, but has not been clearly defined by statute. HB114 would provide that needed clarification.

HB114 is supported by the Department of Health and Social Services, the Department of Commerce and Economic Development, the Alaska Board of Pharmacy, the Alaska Nurses Association, the Alaska Nurse Practitioner's Association and advanced nurse practitioners throughout the state. It passed unanimously out of House HESS Committee and the House Labor and Commerce Committee and it unanimously passed the House. It has an immediate effective date. The fiscal note is zero.

Thank you for your consideration of this request.

POSITION PAPER

STATE OF ALASKA * DEPARTMENT OF HEALTH & SOCIAL SERVICES

POSITION PAPER HOUSE BILL 114

"An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures."

House Bill No. 114 amends AS 08.68.410(1) by adding a provision to the definition of advanced nurse practitioner that will give these health care providers dispensing privileges.

The Division of Public Health currently employs or contracts for the services of ten advanced nurse practitioners throughout the state to provide family planning services. These services are made available through clinics that provide family planning and disease prevention education, prescribe family planning methods, and treat sexually transmitted diseases. These clinics serve persons who would not otherwise have access to these services. If these practitioners were to be denied the ability to dispense treatments, the result would be a serious impact to this underserved population in their ability to prevent unwanted pregnancies, reduce the complications of untreated sexually transmitted diseases, and stem the spread of these diseases.

The Division also provides grants to 14 rural health clinics throughout the state. These grants subsidize the operation of community clinics that provide primary medical care through the services of a mid-level practitioner (i.e. advanced nurse practitioner or physician's assistant). Eligible clinics are located in communities that are generally too small to support the services of a physician, and whose populations would not otherwise have local access to medical care. These communities receiving these grants, places such as King Cove, Unalakleet, and Pelican, are isolated and often experience difficulties in travel and shipment of goods due to poor weather conditions. If advanced nurse practitioners are not able to dispense medications, the residents of these communities would experience a significant negative impact on their health.

HB 114 does not expand the nurse practitioner's privilege of prescribing medication, but allows them to dispense what they are currently prescribing. Nurse practitioners are required by regulation to have 15 hours of continuing education in pharmacology in order to renew their licenses. This ensures the necessary competency to allow for the action of dispensing medications. To date, the Division of Public Health has had no report of abuse or misuse of prescriptive authority or problems with medications, birth control methods, or treatments of sexually transmitted diseases by advanced nurse practitioner employees. In general, these practitioners have rigorous licensure requirements, and high professional standards.

The Department of Health & Social Services strongly supports the passage of House Bill 114.

POSITION PAPER

STATE OF ALASKA ★ DEPARTMENT OF HEALTH & SOCIAL SERVICES

HB 114
Page 2

Peter Nakamura
Peter M. Nakamura, MD, MPH
Director

2/5/93
Date

Theodore A. Mála, Deputy Com.
Theodore A. Mála, MD, MPH
Commissioner

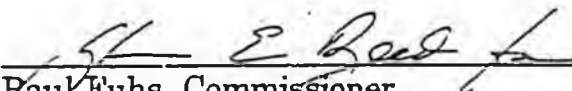
2/5/93
Date

HB 114: "An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures."

This bill is necessary to provide legal authority for advanced nurse practitioners to dispense the medications which they prescribe.

Advanced Nurse Practitioners' (ANPs) dispensing has been occurring statewide since ANPs began practicing in Alaska under regulations established in 1980 by the Board of Nursing. A July 1992 Attorney General opinion stated there is no legal authority which allows ANP dispensing. A survey of ANPs conducted by the Board of Nursing in November 1992 with a 71% response rate, revealed that 55% of ANPs working in Alaska dispense in their practice. The survey further disclosed that 25% of the ANPs were in communities without pharmacies, and 22% were in communities without physicians.

The Boards of Nursing and Pharmacy have collaborated on the statute and regulation changes necessary to grant dispensing authority within the ANP scope of practice, and endorse the statute change. Therefore, the department supports HB 114.



Paul Fuhs, Commissioner
Department of Commerce and Economic
Development

2-5-93

Date

BILL: HB 114 SHORT TITLE: DRUG DISPENSING: ADV. NURSE PRACTITIONERS
BILL VERSION: HB 114(EFD ADD)
SPONSOR(S): REPRESENTATIVE(S) TOOHEY, DAVIES, MACLEAN, BUNDE, B. DAVIS, JAMES, KOTT
NICHOLIA, ULMER, NAVARRE; SENATOR(S) SALO

CURRENT STATUS: (S) HES STATUS DATE 02/25/93
THEN L&C, RLS

TITLE: "AN ACT ALLOWING THE BOARD OF NURSING TO AUTHORIZE AN ADVANCED NURSE
PRACTITIONER TO DISPENSE MEDICAL, THERAPEUTIC, AND CORRECTIVE MEASURES; AND
PROVIDING FOR AN EFFECTIVE DATE."

*Under unfinished business
Waive Public Notice*

02/01/93	199	(H)	READ THE FIRST TIME - REFERRAL(S)
02/01/93	199	(H)	HES, LABOR & COMMERCE
02/03/93	224	(H)	COSPONSOR(S): JAMES
02/06/93	264	(H)	COSPONSOR(S): KOTT
02/10/93	289	(H)	HES RPT 9DP
02/10/93	289	(H)	DP: KOTT, VEZEY, G. DAVIS, BUNDE, TOOHEY
02/10/93	289	(H)	DP: OLBERG, NICHOLIA, B. DAVIS, BRICE
02/10/93	290	(H)	-ZERO FISCAL NOTE (DCED) 2/10/93
02/10/93	313	(H)	COSPONSOR(S): NICHOLIA
02/19/93	388	(H)	L&C RPT 5DP
02/19/93	389	(H)	DP: PORTER, SITTON, WILLIAMS, GREEN, HUNSON
02/19/93	389	(H)	-PREVIOUS ZERO FN (DCED) 2/10/93
02/24/93	438	(H)	RULES TO CALENDAR 2/24/93
02/24/93	438	(H)	READ THE SECOND TIME
02/24/93	438	(H)	AMENDMENT NO 1 BY TOOHEY - EFD 2/24/93
02/24/93	438	(H)	AM NO 1 ADOPTED UNAN CONSENT
02/24/93	439	(H)	ADVANCED TO THIRD READING UNAN CONSENT
02/24/93	439	(H)	READ THE THIRD TIME HB 114 (EFD ADD)
02/24/93	439	(H)	PASSED Y39 N- E1
02/24/93	439	(H)	EFFECTIVE DATE VOTE SAME AS PASSAGE
02/24/93	445	(H)	COSPONSOR(S): ULMER, NAVARRE
02/24/93	446	(H)	TRANSMITTED TO (S)
02/25/93	480	(S)	READ THE FIRST TIME - REFE
02/25/93	480	(S)	HES, LABOR AND COMMERCE

*Scheduled for
March 11th.*

*Pending
Referral
from
Senate
HESS*

HB 114



Official Business

Alaska State Legislature

HOUSE OF REPRESENTATIVES

REPRESENTATIVE CYNTHIA D. TOOHEY

State Capitol
Juneau, AK 99801-1182

DISTRICT 13

MEMORANDUM

TO: Senator Tim Kelly, Chair
Senate Labor & Commerce Committee

FROM: Representative Cynthia Toohey *CT*

DATE: February 24, 1993

RE: Request for hearing HB114, "An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures; and providing for an effective date"

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POSITION PAPER
HOUSE BILL 114

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The Department of Health & Social Services strongly supports the passage of House Bill 114.

Peter Nakamura
Peter M. Nakamura, MD, MPH
Director

2/5/93
Date

Theodore A. Mala, Deputy Com
Theodore A. Mala, MD, MPH
Commissioner

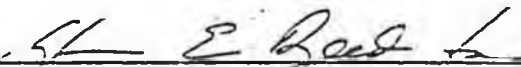
2/5/93
Date

HB 114: "An Act allowing the Board of Nursing to authorize an advanced nurse practitioner to dispense medical, therapeutic, and corrective measures."

This bill is necessary to provide legal authority for advanced nurse practitioners to dispense the medications which they prescribe.

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Paul Fuhs, Commissioner
Department of Commerce and Economic
Development

2-5-93

Date .

FISCAL NOTE

STATE OF ALASKA
1993 LEGISLATIVE SESSION

BILL NO. _____ **HB 114**

Revision Date: _____ Dept. Affected: Commerce & Economic Development
 Title: An Act allowing the Board of Nursing to BRU: Occupational Licensing
authorize an advanced nurse practitioner to dispense.... Component: Operations
 Sponsor: Rep. Toohy, et al
 Requestor: Rep. Toohy COMPONENT SERIAL NO. 1844

Expenditures/Revenues:

(Thousands of Dollars)

OPERATING	FY 94	FY 95	FY 96	FY 97	FY 98	FY 99
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	.0	.0	.0	.0	.0	.0
CAPITAL						
REVENUE FUND SOURCE:	.0	.0	.0	.0	.0	.0

FUNDING:

(Thousands of Dollars)

FUNDING	FY 94	FY 95	FY 96	FY 97	FY 98	FY 99
1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1006 GF/MHTIA						
Other						
TOTAL	.0	.0	.0	.0	.0	.0

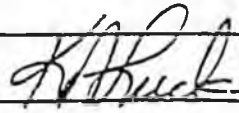
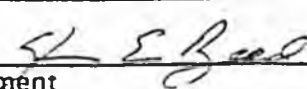
POSITIONS:

POSITIONS	FY 94	FY 95	FY 96	FY 97	FY 98	FY 99
FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

Estimate of current year (FY 93) impact: 3 None

ANALYSIS: (Attach a separate page if necessary)

The bill provides Advanced Nurse Practitioners legal authority to dispense the medications which they prescribe. ANP dispensing has been occurring statewide since ANP practice began in 1980 under Board of Nursing regulations; however, a July 1992 A.G.'s opinion stated there is no legal authority which allows ANP dispensing. Since the bill addresses an existing practice, no new funds are required.

Prepared by: Jennifer Strickler, Administrative Officer  Phone: 465-2144
 Division: Occupational Licensing Date: 2/5/93
 Approved by Commissioner: Paul Fuhs  Date: 2-5-93
 Agency: Commerce & Economic Development

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SB

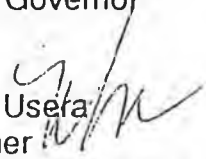
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MEMORANDUM

STATE OF ALASKA
Department of Administration
Office of the Commissioner

To: Shelby Stastny
Director
Office of Management and Budget
Office of the Governor

Date: February 1, 1993

From: Nancy Bear Usefa 
Commissioner
Department of Administration

Re: Monetary Terms of Labor,
Trades and Crafts Contract

RECEIVED
FEB 5 1993
BUDGET REVIEW

The State of Alaska has concluded negotiations with Public Employees Local 71 representing the Labor, Trades and Crafts Unit (LTC) and the union membership has ratified the agreement. The following monetary terms are provided so that supplemental and budget amendment requests may be made to the legislature. I am also providing the legislature with the monetary terms as required by AS 23.40.215(b).

Monetary Terms

Monetary terms of an agreement are defined in AS 23.40.250(4) as charges that will require an appropriation for their implementation, changes that will result in a change in state revenues, or changes that will result in a change in productive work hours for state employees.

I. Require Appropriation.

- A. Each employee in pay status on the date of signing (February 1, 1993), will receive a signing bonus of \$50. The appropriation should include any additional benefits costs.
- B. Effective July 1, 1992, the wage rates for all employees are increased by 3.6%. This increase equals the percentage increase granted most other state employees last year. However, most other employees received the increase effective January 1, 1992. There will be no further increases in the wage schedule for the life of this agreement which expires on December 31, 1994.
- C. Effective February 1, 1993, the monthly contribution to health insurance for members of the LTC unit will be \$423.50. On July 1, 1993, the contribution on behalf of each eligible member of the bargaining unit will increase to \$500. If there is an increase in the premium in 1994, the state and the employees will equally share the additional cost up to a maximum of \$25. each. Any further increase shall be paid entirely by the employees or the level of benefits shall be adjusted to conform to the premium. The benefits costs associated with LTC positions should be modified to reflect this change.

D. Certain employees were required to obtain a Commercial Driver's License as a condition of continued employment pursuant to AS 28.33.100. The new contract requires the State to reimburse employee's who obtained the license prior to April 1, 1992. Future renewals will be at the expense of the employee. The fee was \$100 per employee. The departments are determining the number of employees affected by this provision. That number will be reported as soon as it is available.

II. State Revenue.

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

III. Productive Work Hours

In 1994, the floating holiday known as Lincoln's Birthday will be eliminated. At present, employees receive an additional day of annual leave on February 12. This change will reduce the amount of leave accrual and time taken away from work.

Other Terms

There are other terms of the collective bargaining agreement which will not require an appropriation but may have a budgetary impact .

- Managers will now have the choice between the two most senior, qualified and competent employees when filling a LTC position through promotion.
- Travel provisions of the agreement have been modified to more closely match the requirements of the Fair Labor Standards Act. This change is expected to result in an overall savings.
- Family leave provisions have been added to conform with the Alaska Family Leave Act (AS 23.10.500 - 23.10.550).
- Designated foremen will receive an additional 75 cents per hour when supervising eight or more employees. This change will reduce the need to reclassify positions when employees perform higher level duties.
- When overtime is scheduled in advance, the State is required to pay only for actual hours of work. A guaranteed minimum of four hours pay at the overtime rate was eliminated.
- Part-time employees will be eligible for overtime on the same basis as other employees. A provision which required overtime for all hours in excess of the regular part-time schedule was eliminated.

Conclusion

Funding for certain monetary terms will be required. Please prepare and forward to the legislature the necessary documents. Please feel free to call on the staff of the Labor Relations Section for any assistance desired.

WALTER J. HICKEL
GOVERNOR



P. O. Box 110001
Juneau, Alaska 99811-0001
(907) 465-3500

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

117

February 15, 1993

The Honorable Rick Halford
President of the Senate
Alaska State Legislature
State Capitol
Juneau, AK 99801-1182

Dear Mr. President:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill that makes appropriations for contract settlement costs and cost-of-living adjustments for eligible public employees who are members of the Labor, Trades, and Crafts bargaining unit.

Section 1 of the bill makes an appropriation of \$2,909,370 to the Office of the Governor, office of management and budget, to pay the 3.6 percent cost-of-living adjustment for fiscal year 1993, as required by the terms of the contract settlement with eligible public employees who are members of the Labor, Trades, and Crafts bargaining unit.

Section 2 of the bill makes an appropriation of \$4,921,271 to the Office of the Governor, office of management and budget, to pay the 3.6 percent cost-of-living adjustment and the increased costs of health insurance benefits for fiscal year 1994, as required by the terms of the contract settlement with eligible public employees who are members of that bargaining unit.

Section 3 of the bill makes an appropriation of \$70,350 to the Office of the Governor, office of management and budget, to pay the contract signing bonus to eligible employees of that collective bargaining unit.

Section 4 of the bill makes an appropriation of \$74,200 to the Office of the Governor, office of management and budget, to reimburse employees in that collective bargaining unit for costs of obtaining commercial drivers' licenses necessary for continued employment.

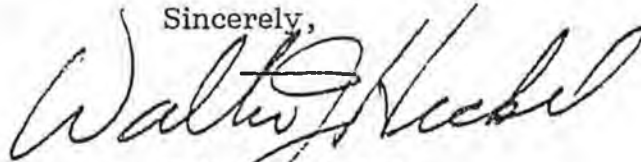
The Honorable Rick Halford
February 15, 1993
Page 2

Sections 5 and 6 of the bill contain lapse provisions to ensure that the unexpended and unobligated balances of appropriations lapses into the respective funds at set time limits.

Section 7 of the bill provides for an immediate effective date.

I urge your support of this bill to meet the state's obligations.

Sincerely,

A handwritten signature in cursive script, reading "Walter J. Hickel". The signature is written in dark ink and is positioned above the printed name and title.

Walter J. Hickel
Governor

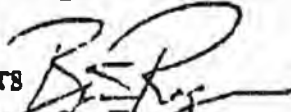


University of Alaska
Fairbanks, Alaska 99775-5200

Brian Rogers
Vice President for Finance
907 474 7448
FAX: 907 474 8140

February 15, 1993

TO: J. Shelby Stastny, Director
Office of Management and Budget

FROM: Brian Rogers 
Vice President for Finance

RE: University of Alaska FY93 Supplemental and FY94 Budget
Amendment Request

Enclosed is a University of Alaska request for an FY93 supplemental appropriation. The request totals \$507.0 and represents a requirement for funds which cannot be provided internally.

In order to carry forward the \$507.0 in the FY94 Operating Budget a Budget Amendment for \$522.2 is requested.

If you should have any further questions or are in need of additional information, please contact Marsha Hubbard, Director, Statewide Budget Office at 474-7593.

Enclosure

University of Alaska-Systemwide Budget Reductions and Additions

The University of Alaska concluded its negotiations with the Alaska Community College Federation of Teachers (ACCFT) Bargaining Unit, and the Board of Regents and bargaining unit members have ratified the new Collective Bargaining Agreement (CBA). This process was completed in May 1992. Article 7.1.B. of the CBA requires the University to request a supplemental appropriation to fund a salary increase for CBA covered faculty at the same level as the increase granted to other University employees.

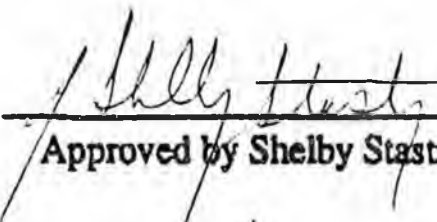
The amount requested was calculated as follows:

FY93 Supplemental

Total Salaries	\$12,742,511
Total Staff Benefits	<u>\$ 4,157,881</u>
Total Salaries & Benefits	\$16,900,392
 3% Increase	 \$ 507,012

FY94 Amendment

Total Salaries	\$13,124,786
Total Staff Benefits	<u>\$ 4,282,617</u>
Total Salaries & Benefits	\$17,407,403
 3% Increase	 \$ 522,222



 Approved by Shelby Stastny

 Disapproved by Shelby Stastny

Date: 3/4/93

ARTICLE 7

Salaries and Benefits

7.1 Salaries

- A. Faculty Members shall be compensated in a manner consistent with the provisions of Regents Policy and University Regulation 04.05.01 - 03 in effect as of the date of this Agreement, except that any compensation increases shall be subject to legislative appropriation in accordance with the provisions of AS 23.40.215 and shall be requested separately from compensation increases requested for other employees of the University.
- B. The University agrees to request the same level of salary increase for Faculty Members as is requested of the Legislature for other University employees. If the University grants other University employees salary increases but does not receive an appropriation to fund salary increases for Faculty Members at the same level, the University agrees to submit to the Legislature at the beginning of the next regular session following the increase for University employees an amount necessary to permit Faculty Members to receive a salary increase of the same level received by University employees.

STATE OF ALASKA

OFFICE OF THE GOVERNOR

OFFICE OF MANAGEMENT AND BUDGET
March 5, 1993

WALTER J. HICKEL, GOVERNOR

P.O. BOX AM
JUNEAU, ALASKA 99811-0199
PHONE: (907) 465-3568

The Honorable Tim Kelly
Chair
Senate Labor and Commerce Committee
State Capitol
Juneau, AK 99801-1182

Dear Senator Kelly:

Senate Bill 117 appropriates funding to meet the FY 93 and FY 94 monetary terms of the collective bargaining agreement with the Labor, Trades and Crafts union. It is scheduled for the committee's consideration next Tuesday, March 9.

Since the bill's introduction, updated information has become available which necessitates the following amendments for the committee's consideration:

Amendment 1: Page 2, line 22: Delete \$70,350 and replace with \$105,641.

The change is necessary for two reasons: The contract provides that LTC members on February 1, 1993, received a \$50 contract signing bonus. As a result, the actual number of employees could not be determined until that payroll was run on approximately February 25, 1993, which was after the bill was introduced. For that reason, it is now necessary to amend the number of eligible employees up from the original estimate of 1,407 to the actual 1,634. In addition, this section's original appropriation level did not include the employer's benefit costs of \$23,941 which are incurred as a result of paying this bonus.

Amendment 2: Page 2, line 26: Delete \$74,200 and replace with \$67,600.

A survey of the departments found there were fewer LTC members than originally estimated that were required to get a commercial driver's license as a condition of employment.

In addition, I also request the committee's consideration of the following two new sections which will appropriate the funding to meet the monetary terms of the collective bargaining agreement the University of Alaska has reached with the Alaska Community College Federation of Teachers bargaining unit:

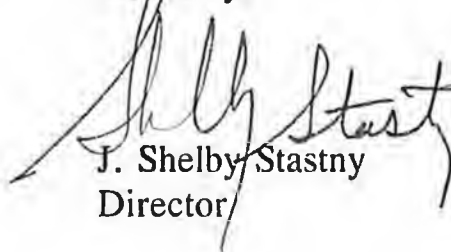
Sec. . The sum of \$507,012 is appropriated from the general fund to the University of Alaska to pay the 3 percent salary adjustment per the terms of the contract agreement with the Alaska Community College Federation of Teachers bargaining unit for the period from July 1, 1992 through June 30, 1993.

Sec. . The sum of \$522,222 is appropriated from the general fund to the University of Alaska to pay the 3 percent salary adjustment per the terms of the contract agreement with the Alaska Community College Federation of Teachers bargaining unit for the period from July 1, 1993 through June 30, 1994.

For your reference, attached is information provided by the University on its contract agreement. If the committee has any questions or needs additional information, please let Cheryl Frasca of OMB know. The committee's consideration of these amendments is appreciated.

Thank you.

Sincerely,



J. Shelby Stastny
Director

Enclosure

cc: Nancy Bear Usera, Commissioner
Department of Administration

Brian Rogers, Vice President for Finance
University of Alaska

Kris Lethin, Legislative Liaison
Office of the Governor

STATE OF ALASKA

OFFICE OF THE GOVERNOR

OFFICE OF MANAGEMENT AND BUDGET
March 5, 1993

WALTER J. HICKEL, GOVERNOR

P.O. BOX AM
JUNEAU, ALASKA 99811-0199
PHONE: (907) 465-3568

The Honorable Tim Kelly
Chair
Senate Labor and Commerce Committee
State Capitol
Juneau, AK 99801-1182

Handwritten signature/initials

Dear Senator Kelly:

Senate Bill 117 appropriates funding to meet the FY 93 and FY 94 monetary terms of the collective bargaining agreement with the Labor, Trades and Crafts union. It is scheduled for the committee's consideration next Tuesday, March 9.

Since the bill's introduction, updated information has become available which necessitates the following amendments for the committee's consideration:

Amendment 1: Page 2, line 22: Delete \$70,350 and replace with \$105,641.

The change is necessary for two reasons: The contract provides that LTC members on February 1, 1993, received a \$50 contract signing bonus. As a result, the actual number of employees could not be determined until that payroll was run on approximately February 25, 1993, which was after the bill was introduced. For that reason, it is now necessary to amend the number of eligible employees up from the original estimate of 1,407 to the actual 1,634. In addition, this section's original appropriation level did not include the employer's benefit costs of \$23,941 which are incurred as a result of paying this bonus.

Amendment 2: Page 2, line 26: Delete \$74,200 and replace with \$67,600.

A survey of the departments found there were fewer LTC members than originally estimated that were required to get a commercial driver's license as a condition of employment.

OMB PROPOSED AMENDMENTS

In addition, I also request the committee's consideration of the following two new sections which will appropriate the funding to meet the monetary terms of the collective bargaining agreement the University of Alaska has reached with the Alaska Community College Federation of Teachers bargaining unit:

Amendment #3

Sec. . The sum of \$507,012 is appropriated from the general fund to the University of Alaska to pay the 3 percent salary adjustment per the terms of the contract agreement with the Alaska Community College Federation of Teachers bargaining unit for the period from July 1, 1992 through June 30, 1993.

Amendment #4

Sec. . The sum of \$522,222 is appropriated from the general fund to the University of Alaska to pay the 3 percent salary adjustment per the terms of the contract agreement with the Alaska Community College Federation of Teachers bargaining unit for the period from July 1, 1993 through June 30, 1994.

For your reference, attached is information provided by the University on its contract agreement. If the committee has any questions or needs additional information, please let Cheryl Frasca of OMB know. The committee's consideration of these amendments is appreciated.

Thank you.

Sincerely,

J. Shelby Stastny
J. Shelby Stastny
Director

Enclosure

cc: Nancy Bear Usera, Commissioner
Department of Administration

Brian Rogers, Vice President for Finance
University of Alaska

Kris Lethin, Legislative Liaison
Office of the Governor

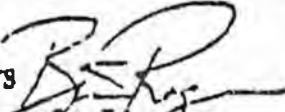


University of Alaska
Fairbanks, Alaska 99775-5290

Brian Rogers
Vice President for Finance
3071 474-1448
FAX: (907) 474-8140

February 15, 1993

TO: J. Shelby Stastny, Director
Office of Management and Budget

FROM: Brian Rogers 
Vice President for Finance

RE: University of Alaska FY93 Supplemental and FY94 Budget
Amendment Request

Enclosed is a University of Alaska request for an FY93 supplemental appropriation. The request totals \$507.0 and represents a requirement for funds which cannot be provided internally.

In order to carry forward the \$507.0 in the FY94 Operating Budget a Budget Amendment for \$522.2 is requested.

If you should have any further questions or are in need of additional information, please contact Marsha Hubbard, Director, Statewide Budget Office at 474-7593.

Enclosure

University of Alaska-Systemwide Budget Reductions and Additions

The University of Alaska concluded its negotiations with the Alaska Community College Federation of Teachers (ACCFT) Bargaining Unit, and the Board of Regents and bargaining unit members have ratified the new Collective Bargaining Agreement (CBA). This process was completed in May 1992. Article 7.1.B. of the CBA requires the University to request a supplemental appropriation to fund a salary increase for CBA covered faculty at the same level as the increase granted to other University employees.

The amount requested was calculated as follows:

FY93 Supplemental

Total Salaries	\$12,742,511
Total Staff Benefits	<u>\$ 4,157,881</u>
Total Salaries & Benefits	\$16,900,392
3% Increase	\$ 507,012

FY94 Amendment

Total Salaries	\$13,124,786
Total Staff Benefits	<u>\$ 4,282,617</u>
Total Salaries & Benefits	\$17,407,403
3% Increase	\$ 522,222

Shelby Stastny

 Approved by Shelby Stastny

Disapproved by Shelby Stastny

Date: 3/4/93

ARTICLE 7

Salaries and Benefits

7.1 Salaries

- A. Faculty Members shall be compensated in a manner consistent with the provisions of Regents Policy and University Regulation 04.05.01 - 03 in effect as of the date of this Agreement, except that any compensation increases shall be subject to legislative appropriation in accordance with the provisions of AS 23.40.215 and shall be requested separately from compensation increases requested for other employees of the University.
- B. The University agrees to request the same level of salary increase for Faculty Members as is requested of the Legislature for other University employees. If the University grants other University employees salary increases but does not receive an appropriation to fund salary increases for Faculty Members at the same level, the University agrees to submit to the Legislature at the beginning of the next regular session following the increase for University employees an amount necessary to permit Faculty Members to receive a salary increase of the same level received by University employees.



UNIVERSITY OF ALASKA

Office of the General Counsel
203 Butrovich Building
Fairbanks, Alaska 99775-5320
Office: (907) 474-7259

Fairbanks
William R. Kauffman
Vice President and General Counsel
J. Mark Neumayr
Associate General Counsel

Anchorage
Jean S. Sagan
Associate General Counsel

15 March 1993

The Honorable Tim Kelly
Alaska State Legislature
State Capitol Building
Juneau, AK 99801-1182

FAX: 465-3756

RE: SB117. Your Inquiry Concerning the Appropriation for Salary Increases Under the University of Alaska/Alaska Community Colleges' Federation of Teachers, Local 2404 Collective Bargaining Agreement, 5/8/92

Dear Senator Kelly:

I am writing in response to your request through University of Alaska Budget Director Marsha Hubbard for information concerning the terms of the May 8, 1992, Collective Bargaining Agreement between the University of Alaska and the Alaska Community Colleges' Federation of Teachers, Local 2404. Although Ms. Hubbard's communication asked for a section-by-section analysis of the entire agreement, a member of my staff spoke with Mr. Max Gifford of your office who advised that you require only information dealing with the salary provisions and the need for a legislative appropriation.

In an attempt to effectively accommodate your needs, I am enclosing as Attachment A the provisions of Articles 7.1 and 12.5 of the Collective Bargaining Agreement and a synopsis of each provision. Additionally, I am enclosing a copy of the referenced Board of Regents Policies and University Regulations 04.05.01-03 as well as the referenced statute, A.S. 23.40.215, as Attachments B and C, respectively.

Senator Tim Kelly
15 March 1993
Page 2

I trust that this reply is responsive; however, should you have additional questions concerning the basis for the University's supplemental unit, please contact me. While I am out of state until Wednesday, March 17, 1993, I may be contacted through my Fairbanks office, (907) 474-7259.

Very truly yours,

William R. Kauffman

William R. Kauffman
Vice President and General Counsel

by Amanda Andrade

cc: President Jerome Komisar
Vice President for University Relations Wendy Redman
Director Marsha Hubbard
Special Assistant to the President for Labor Relations Stevan DeSoer

Enclosures a/s

ATTACHMENT A-1

ARTICLE 7
University of Alaska/Alaska Community Colleges' Federation
of Teachers, Local 2404 Collective Bargaining Agreement
May 8, 1992

Salaries and Benefits

7.1 Salaries

- A. Faculty Members shall be compensated in a manner consistent with the provisions of Regents Policy and University Regulation 04.05.01 - 03 in effect as of the date of this Agreement, except that any compensation increases shall be subject to legislative appropriation in accordance with the provisions of AS 23.40.215 and shall be requested separately from compensation increases requested for other employees of the University.
- B. The University agrees to request the same level of salary increase for Faculty Members as is requested of the Legislature for other University employees. If the University grants other University employees salary increases but does not receive an appropriation to fund salary increases for Faculty Members at the same level, the University agrees to submit to the Legislature at the beginning of the next regular session following the increase for University employees an amount necessary to permit Faculty Members to receive a salary increase of the same level received by University employees.

SYNOPSIS

7.1 Salaries

- A. Salaries for "Faculty Members," a term meaning bargaining unit members, is set by Regents Policies and University Regulations 04.05.01-03 as in effect May 8, 1992. This means a minimum three percent annual salary increase; however, application of this provision is subject to receipt of an appropriation to fund the increase.
- B. The University agrees to seek the same level of salary increase for bargaining unit members as for other University employees. If no appropriation is made to fund the bargaining unit increase, and the University grants an increase to other employees, the University agrees to make a request to the next regular legislative session for a supplemental appropriation to fund a bargaining unit salary increase.

ATTACHMENT A-2

ARTICLE 12
University of Alaska/Alaska Community Colleges' Federation
of Teachers, Local 2404 Collective Bargaining Agreement
May 8, 1992

Scope and Interpretation

12.5 Legislative Appropriation

- A. No legislative appropriation requested by the University, with regard to funding this Agreement, shall be made without prior discussion with the Union pursuant to Article 11. The University shall give adequate notice to the Union of such requests as to provide reasonable response time from the Union. The University shall request and actively support full funding of this Agreement.
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SYNOPSIS

12.5 Legislative Appropriation

- A. The University agrees to discuss with the union its budget request to fund the Agreement prior to the submission of the request to the Legislature.
- B. Provisions of the Collective Bargaining Agreement which require legislative action for implementation become effective only after approval by the appropriate legislative body.

REGENTS' POLICY

04.05.00

PART IV

PERSONNEL

CHAPTER V

Compensation and Benefits

A. Compensation Responsibilities: Statement of Intent 04.05.01

The University of Alaska recognizes its responsibility to students and to the citizens of Alaska to develop a compensation program which will enable the institution to attract and retain highly qualified employees.

The University also recognizes its responsibility to continue to work cooperatively with its employees through the University governance structures to ensure that the University's compensation program treats all employees fairly, assures annual salary progression and protection of real income, rewards exceptional performance, provides for external competitiveness, and recognizes continuing satisfactory service. Annual in-range salary increases shall be provided by the University.

The University shall have a compensation program providing for the adjustment of income based on the following non-prioritized goals:

- * **Competitiveness:** assuring that the university can successfully compete for and retain qualified faculty and staff.
- * **Equity:** assuring that the relationship between compensation and job classification is fair and just.
- * **Protection of Real Income:** assuring that compensation structures will be adjusted for inflation.
- * **Satisfactory Performance:** assuring that employees' compensation will be annually adjusted within the salary structure for continued satisfactory performance.

B. Compensation Structures

Individual compensation structures for the following employee categories shall be established in consultation with appropriate

REGENTS' POLICY

04.05.01

governance groups at each university and within statewide administration. These salary structures shall be reviewed regularly and adjusted to reflect changes in market conditions and cost of living fluctuations.

1. Executive Positions

The salary structure for executive positions shall be established by the Board of Regents.

The chancellor of each university and the president shall designate those positions to be placed in the executive category.

2. Faculty Positions

The salary structure for faculty positions shall be a set of ranges corresponding to faculty ranks organized in a matrix for purposes of placement and movement. Ranges will be constructed to include a compensation increase of up to 10 percent to provide incentives for promotion.

In order to address competitiveness issues and other conditions which may from time to time prevail in the recruitment, selection and retention of faculty, placement on the salary scale shall be based on each university's market conditions and the applicable experience of the individual selected. Movement within each range will be accompanied by a minimum 3 percent annual salary increase. All recipients of annual in-range salary increments shall have at least a satisfactory performance evaluation.

There will be a regular market compensation analysis for all disciplines at each university and periodic adjustment of compensation for those disciplines found to be under market.

3. Part-time Faculty

The salary structure for part-time faculty shall be a set of ranges organized in a matrix for purposes of placement and movement. Movement within each range will be accompanied by a minimum 3 percent salary increase. Placement shall be reflective of the market condition for part-time faculty at each university.

REGENTS' POLICY

04.05.01

4. Administrative Professional and Technical Positions

The salary structure for administrative/professional/technical positions shall be a set of ranges organized in a matrix for purposes of placement and movement. Movement within each range will be accompanied by a minimum 3 percent annual salary increase. All recipients of annual in-range salary increments shall have at least a satisfactory performance evaluation.

5. Classified Positions

The salary structure for classified positions shall be a set of ranges organized in a matrix for purposes of placement and movement. Movement within each range will be accompanied by a minimum 3 percent annual salary increase. All recipients of annual in-range salary increments shall have at least a satisfactory performance evaluation.

6. Student Employees

The salary structure for student positions shall be a set of ranges organized in a matrix for purposes of placement and movement.

C. Exceptional Performance

A bonus award program for recognition of exceptional performance may be established at each university and within the statewide administration in consultation with cognizant local governance groups. Such bonus awards will be available to faculty, administrative/professional/technical and classified employees. Exceptional performance bonuses shall not be applied to the salary base of the employee and shall not affect placement on the salary scale.

D. Special Adjustments

Subject to available funds, the chancellor of each university shall have the authority to make special adjustments up to 6 percent for specific employees to recognize internal equity, merit, and special market and hazardous working conditions. Adjustments exceeding 6 percent will require approval of the President.

REGENTS' POLICY

04.05.01

E. Shift Differentials

Differentials shall be established for classified employees for shift work in 24-hour continuous operations.

F. Geographic Differential

Where appropriate, geographic location differentials may be established for APT, classified, and faculty positions to address significantly variable intrastate cost of living conditions.

G. Bargaining Unit Members

Provisions of this policy shall not be applicable to bargaining unit members.

Employment Definitions

04.05.02

- A. An individual's employment with the University of Alaska shall be designated by status and pay type. Status and pay type shall be established in University Regulations.
- B. Classification for the purpose of pay type and pay range shall be established by job evaluation, as appropriate to the type of position.
- C. Compensation shall be determined based upon established classification for the position, and pay type. (See Regulation 04.05.02)

Salary Structure and Schedules

04.05.03

The university salary structure shall recognize marketplace and job content differences and shall provide for annual increments based on continued satisfactory performance, cost of living adjustments, marketplace fluctuations and exceptional performance.

Salary schedules are established for all positions within the University. Each schedule is guided by placement and movement regulations. (See Regulation 04.05.03)

A. Executive Positions

The salary structure for executive positions shall be based on appropriate market referents established by the University President, and reviewed periodically by the Board of Regents.

07-01-89

07-01-90 (revised)

4

04.05.03

REGENTS' POLICY

04.05.03

B. Bargaining unit members

Salaries for members of collective bargaining units shall be determined through negotiation.

C. Exempt and Nonexempt Staff and Permanent (nonbargaining unit) Faculty

Criteria for placement and movement of exempt and non-exempt staff and permanent (nonbargaining unit) faculty shall be contained in regulation. (See Regulation 04.05.03)

D. Part-time Faculty

Criteria for placement and movement of part-time labor pool faculty shall be contained in regulation. (See regulation 04.05.03)

E. Student Employees

Criteria for placement and movement of student employees shall be contained in regulation. (See regulation 09.05.01)

Geographic Salary Differentials

04.05.04

Geographic salary differentials are intended to compensate employees for differences within Alaska for cost-of-living, relative isolation, lack of amenities, etc. The following table contains the new geographic differentials based on the 1986 State study. Compensation offers to employees made after June 6, 1987, will be paid at these rates. The new rates are to be paid to non-bargaining unit employees as follows:

NEW RATES

Aleutian Islands/Adak/Sand Point	27
Anchorage/Girdwood/Chugiak/Eagle River	-
Aniak/McGrath/Galena	30
Barrow/Kotzebue	42
Bethel	38
Bristol Bay/Dillingham	27
Cordova/Glenallen/Copper Center	11
Delta Junction/Tok	16
Fairbanks	4
Ft. Yukon	42
Juneau	-
Kenai/Soldotna/Homer	-

07-01-89

09-24-90 (revised)

5

04.05.04

UNIVERSITY REGULATION

04.05.00

PART IV

PERSONNEL

CHAPTER V

Compensation and Benefits

Compensation Responsibilities

04.05.01

- A. It is the responsibility of the Statewide Administration to propose compensation policy and to develop compensation regulations. Further, the Administration is responsible for analyzing the effectiveness of compensation programs and implementing changes as necessary. Prior to implementing new programs or modifying existing programs the Administration will seek the advice and counsel of the General Assembly.
- B. It is the responsibility of the major administrative units to implement such procedures as are necessary to administer compensation programs in accordance with university policy and regulations. (See Policy 04.05.01)

Employment Definitions

04.05.02

A. Pay Status

Employment status shall be designated according to the following definitions:

1. Active employee: Status in which a person is actively employed by the university, either on a permanent or temporary basis. Employees who are between the end of one contract period and the beginning of the next contract period (e.g., nine month employees) shall be considered active for the purposes of employee benefit eligibility.
2. Leave Without Pay: Status in which an employee is on approved leave for a specified purpose and period of time, during which he/she receives no compensation, and accrues and receives no university paid benefits.
3. Sabbatical, Special Sabbatical or Professional Development/Improvement Leave: Status in which an employee is on an approved leave for a specified period of time for professional development during which the employee receives compensation in part or in total from the university.

UNIVERSITY REGULATION

04.05.02

4. Retirement: A status of no active employment in a permanent position for persons who have formally retired from university service.
5. Termination: A status of no employment in which a prior employee has severed his or her relationship with the university without the expectation or probability of continued or future re-employment.

B. Employee Classifications

1. Collective Bargaining Unit members shall have pay type and pay range as established by the collective bargaining agreement.
2. Academic personnel shall have pay type and pay range established by operative placement and promotion criteria (See Policy 04.03.09).
3. Student employees shall have pay type and pay range established by special conditions for student employment (Cross- reference Policy and Regulation 09.05.01).
4. Agricultural Workers shall have pay type and pay range established by job evaluation, with special conditions as prescribed by the Fair Labor Standards Act and the Alaska Wage and Hour Laws covering agricultural employees.
5. Executive personnel shall have pay type and pay range established by the president of the university (See Policy 01.01.03).
6. Administrative/Professional/Technical (exempt) personnel shall have pay type and pay range established by the president of the university.
7. Classified (nonexempt) personnel shall have pay type and pay range established by the president of the university.

C. Employment Categories

1. Permanent Employee: In order to be considered a permanent employee, individuals must be in active, sabbatical or leave without pay status, and have a continuing appointment which meets the following criteria:
 - a. For all categories of employment: must work 50 percent or more of full time in a budgeted position.

UNIVERSITY REGULATION

04.05.02

contract, grant or general fund, which is expected to be continued from year to year.

b. Academic employees (nonbargaining unit): must work 50 percent of full-time or more in a budgeted teaching, librarian, counselor, research, museum, etc., position.

2. Temporary Employee: Employees who do not work in budgeted positions, and who do not meet the criteria for permanent employment as outlined above, shall be considered temporary employees.

For exempt and nonexempt employees (nonacademic), work in a temporary position less than 1,040 hours in any one twelve month period in any one position.

3. Full-time Employee: Full-time employment may be of either a permanent or temporary nature (as described above) and must meet the following criteria:

a. Exempt (nonacademic) or nonexempt employees must have an appointment stipulating an anticipated work week of 40 or more hours on a continuing basis for the entire contract period.

b. Exempt employees (academic, nonbargaining unit), must work in a teaching, research, service, librarian, museum, etc. position delivering a combination of public service, research and/or instructional activity equivalent to 15 credit hours per week on a semester-to-semester basis. Research, librarian, counselor, museum, etc., employees must meet the criteria in 3.a. above, or a combination of assigned and public service duties equivalent to that amount.

4. Part-time Employee: Employees who do not meet the criteria for full-time as described above in 3.a. or b. shall be considered part-time employees. Part-time employment may be either of a permanent or temporary nature (as described above) expressed as a percentage of full-time.

a. To be permanent part-time employees, exempt (nonacademic) and nonexempt persons must work 20 or more hours per week on a regular basis during the employment contract period and work in budgeted positions.

UNIVERSITY REGULATION

04.05.02

- b. To be permanent part-time employees, exempt employees (academic, nonbargaining unit) must be delivering no less than 7.5 credit hours per week in a combination of research, public service and/or instructional activity. (Research, service, librarian, museum, etc., employees must meet the criteria in 4.a. above to be considered permanent part-time employees.)
- c. All other part-time employment not covered by 4.a. or 4.b. shall be considered temporary employment.

D. Overtime Payment Criteria

- 1. Exempt Employment Eligibility: Criteria for exempt employment are defined in the Fair Labor Standards Act, and in the Alaska Wage and Hour Laws.
 - a. Eligibility for exempt staff classification is described in Regulation 04.02.05.
 - b. Persons who belong to exempt categories shall be compensated by salary, rather than hourly rates of pay, and shall not be eligible for overtime pay.
 - c. Exempt employees are not required by federal or state law to submit time sheets for pay purposes; however, they may specifically be required to do so for funding or program requirements and must also always submit timesheets when using leave hours during the pay period in question.
 - d. Typical employees in the exempt group include: administrators, faculty members, academic administrators, librarians, researchers, executives and other professionals, certain technical tradespersons and certain students.
- 2. Nonexempt Employment: Criteria for nonexempt employment are defined in the Fair Labor Standards Act and the Alaska Wage and Hour Laws. Those definitions are incorporated, by reference, into this regulation.
 - a. Persons who belong to nonexempt categories shall be compensated on an hourly basis, rather than salary, and shall be eligible for overtime pay for hours worked in excess of forty (40) per work week, as approved by the employee's immediate supervisor in advance, unless otherwise excepted by the Fair Labor

UNIVERSITY REGULATION

04.05.02

Standards Act and/or the Alaska Wage and Hour Laws.

- b. Nonexempt employees shall not be eligible for compensatory time-off in lieu of overtime pay. This regulation does not prohibit the arrangement of flexible working schedules for employees which do not exceed forty (40) hours in any work week, pursuant to the Alaska Wage and Hour Laws.
- c. Nonexempt employees are required to submit timesheets for all hours worked, without exception.
- d. Examples of nonexempt employees are as follows:
 - (1) Classified Employees: Certain skilled and unskilled craft and clerical support positions which do not meet the requirements for faculty, academic administrative, APT (Administrative, Professional, Technical) classifications, which may be either full-time or part-time, temporary, or permanent.
 - (2) Agricultural Workers: Workers whose primary occupation is agricultural, as defined by the Fair Labor Standards Act and the Alaska Wage and Hour Laws. Agricultural workers are exempted from overtime pay, as described in the Act.
 - (3) Students (general): Student employees who meet the criteria for eligibility for student employment and who fill student-designated positions.

Salary Structure and Schedules

04.05.03

Salary schedules are established for all positions within the university. Each schedule is guided by placement and movement regulations.

A. Executive Positions

Placement and movement for Executive Positions are governed by Regents' Policy 04.05.03.

B. Bargaining Unit Members.

Placement and movement for bargaining unit members shall be determined through negotiation.

UNIVERSITY REGULATION

04.05.03

C. Exempt and Nonexempt Staff and Permanent (nonbargaining unit) Faculty.

1. Placement

The rationale for placement of a new employee above the minimum of a salary range must be based upon market factors and/or those exceptional qualifications or experience of the employee which are clearly relevant to the position and advantageous to the university.

- a. Responsibility for placement of a new employee within the first quarter of the range rests with the hiring authority .
- b. Placement above the first quarter of the range must be approved by the appropriate chancellor, or in statewide administration, by the president.
- c. Responsibility for the placement of student employees anywhere in the range rests with the hiring authority.

2. Movement

a. Salary Adjustments

Subject to available funds, the chancellor of a university may authorize special salary adjustments up to 6 percent of the current salary for specific employees to recognize internal pay equity, merit, special market considerations, and hazardous working conditions. Salary adjustments greater than 6 percent may be granted only with the prior approval of the president of the university. (07-01-90)

Each university shall develop procedures to assure that such special adjustments are appropriate and shall provide a report to the president of the university on July 1 of each year detailing the special adjustments for the preceding fiscal year.

b. Transfer (noncompetitive reassignment)

- (1) A transfer is defined as a noncompetitive reassignment of an employee from one position to another within the same salary range with no break in service.

UNIVERSITY REGULATION

04.05.03

- (2) An employee who transfers from one position to another in the same range will retain the same salary exclusive of the effect of any change in geographic differential.

c. Appointment to an Acting Position

In the event an employee serves in a higher position than currently assigned as a result of a temporary appointment to an acting position, the following pay practice shall be followed:

- (1) For a position that has a specified range established, the incumbent will be advanced to the permanent minimum for the position, or 10 percent, whichever is greater.
- (2) The pay increase becomes effective on the thirty-first calendar day following the change in duties and remains in effect until the end of the acting assignment.

The term "temporary" in this instance is defined as any period longer than thirty calendar days.

d. Promotion

- (1) A promotion for exempt nonfaculty and nonexempt staff is defined as the movement from a position in one range to a position in a higher range, or movement from a nonexempt to an exempt position with no break in service.
- (2) A promotion for exempt nonfaculty and nonexempt staff may result in a salary increase up to 10 percent of the current salary, or, if greater, that amount necessary to place the employee at the minimum of the new range.
- (3) A promotion for faculty is defined as movement from one faculty rank to the next higher rank.
- (4) A promotion for a member of the faculty may result in a salary increase up to 10 percent of the current salary, or, if greater, that amount necessary to place the employee at the minimum of the new range.

§ 23.40.205 LABOR AND WORKERS' COMPENSATION § 23.40.215

wise. State v. Public Safety Employees Ass'n, 798 P.2d 1281 (Alaska 1990).

Standard of review. — Appellate courts should apply the arbitrary and capricious standard when reviewing awards

in compulsory interest arbitrations; in voluntary interest arbitrations, the standard of review is gross error. State v. Public Safety Employees Ass'n, 798 P.2d 1281 (Alaska 1990).

Sec. 23.40.205. Family leave. Notwithstanding any provision of AS 23.40.070 — 23.40.260 to the contrary, an agreement between the employer subject to AS 23.10.500 — 23.10.550 and an employee bargaining organization that does not contain benefit provisions at least as beneficial to the employee as those provided by AS 23.10.500 — 23.10.550 shall be considered to contain the benefit provisions of those statutes. (§ 7 ch 96 SLA 1992)

Revisor's notes. — Enacted as AS 23.40.200(g). Renumbered in 1992.

Cross references. — For transitional provisions related to the effect of this section on bargaining agreements in effect on

September 16, 1992, see § 11, ch. 96, SLA 1992 in the Temporary and Special Acts.

Effective dates. — Section 7, ch. 96, SLA 1992, which enacted this section, took effect on September 16, 1992.

Sec. 23.40.210. Agreement.

NOTES TO DECISIONS

Agency assumption of jurisdiction over pending grievance procedures. — The agency may exercise jurisdiction over unfair labor practice claims which are the subject of pending grievance procedures not yet exhausted where it appears that pursuing the grievance procedures would

be futile. Public Safety Employees Ass'n v. State, 799 P.2d 315 (Alaska 1990).

Availability of statutory remedies. — The availability of arbitration does not preclude statutory remedies. Public Safety Employees Ass'n v. State, 799 P.2d 315 (Alaska 1990).

Sec. 23.40.215. Funding and legislative approval. (a) The monetary terms of any agreement entered into under AS 23.40.070 — 23.40.260 are subject to funding through legislative appropriation.

(b) The Department of Administration shall submit the monetary terms of an agreement to the legislature within 10 legislative days after the agreement of the parties, if the legislature is in session, or within 10 legislative days after the convening of the next regular session. The legislature shall advise the parties by concurrent resolution if it approves or disapproves of the monetary terms within 60 legislative days after the agreement is submitted to the legislature. The approval of the monetary terms of an agreement under this subsection is a nonbinding, advisory expression of legislative intent. If within 60 legislative days after the agreement is submitted the legislature advises the parties by concurrent resolution that it disapproves the monetary terms of the agreement, the parties may resume negotiations.

(c) Notwithstanding (b) of this section, the monetary terms of an agreement entered into between a school district or regional educa-

§ 23.40.250

ALASKA STATUTES SUPPLEMENT

§ 23.40.250

tional attendance area and its employees are not subject to approval by the legislature. (§ 2 ch 113 SLA 1972; am § 1 ch 10 SLA 1984; am § 5 ch 1 SLA 1992)

Effect of amendments. — The 1992 amendment, effective March 28, 1992, added subsection (c).

Sec. 23.40.250. Definitions. In AS 23.40.070 — 23.40.260, unless the context otherwise requires,

(1) "collective bargaining" means the performance of the mutual obligation of the public employer or the employer's designated representatives and the representative of the employees to meet at reasonable times, including meetings in advance of the budget making process, and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or negotiation of a question arising under an agreement and the execution of a written contract incorporating an agreement reached if requested by either party, but these obligations do not compel either party to agree to a proposal or require the making of a concession;

(2) "election" means a proceeding conducted by the labor relations agency in which the employees in a collective bargaining unit cast a secret ballot for collective bargaining representatives, or for any other purpose specified in AS 23.40.070 — 23.40.260;

(3) "labor relations agency" means the Alaska labor relations agency established in AS 23.05.360;

(4) "monetary terms of an agreement" means the changes in the terms and conditions of employment resulting from an agreement that will require an appropriation for their implementation or will result in a change in state revenues or productive work hours for state employees;

(5) "organization" means a labor or employee organization of any kind in which employees participate and which exists for the primary purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, and conditions of employment;

(6) "public employee" means any employee of a public employer, whether or not in the classified service of the public employer, except elected or appointed officials or superintendents of schools;

(7) "public employer" means the state or a political subdivision of the state, including without limitation, a municipality, district, school district, regional educational attendance area, board of regents, public and quasi-public corporation, housing authority, or other authority established by law, and a person designated by the public employer to act in its interest in dealing with public employees;

Alaska State Legislature

Senator Tim Kelly, Chair
Senator Steve Rieger, Vice Chair
Senator Drue Pearce
Senator Judy Salo
Senator Georgianna Lincoln



SENATE LABOR AND COMMERCE COMMITTEE

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March 16, 1993

To: Members, Senate Labor & Commerce
From: Senator Tim Kelly, Chair
Subj: SB-117, Contract Settlement Costs / COLA Funding

With reference to Attachment A-2 in the UA / ACCFT Collective Bargaining Agreement, reference is made under section 12.5 (B) that:

"...any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval." (see attachment)

The reference to "*amendment of law*" as one means of legislative action that may permit implementation of the collective bargaining agreement has brought about the question whether there may be means other than by appropriation to implement the agreement.

Brief discussion with Legislative Legal Services suggests we may want to explore this question further. For this reason SB-117, will be held in committee until a more detailed response to the above referenced point can be provided members of the Senate Labor and Commerce Committee.

ATTACHMENT A-2

ARTICLE 12
University of Alaska/Alaska Community Colleges' Federation
of Teachers, Local 2404 Collective Bargaining Agreement
May 8, 1992

Scope and Interpretation

12.5 Legislative Appropriation

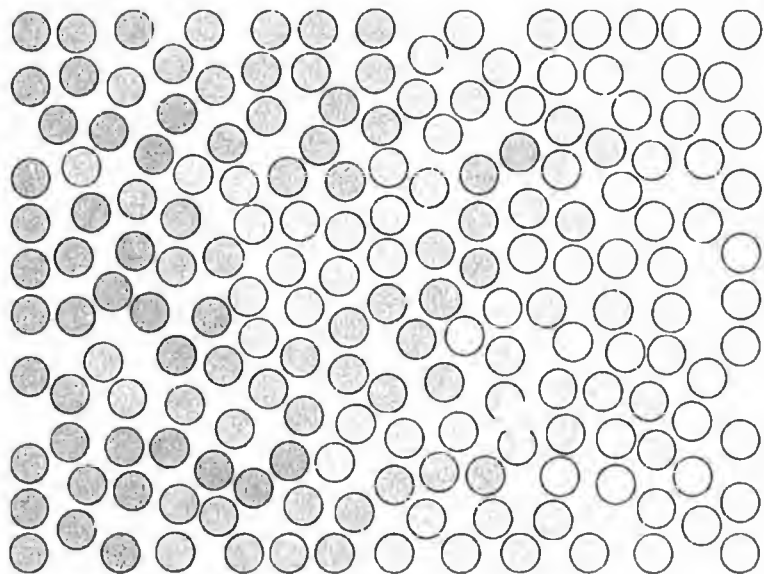
- A. No legislative appropriation requested by the University, with regard to funding this Agreement, shall be made without prior discussion with the Union pursuant to Article 11. The University shall give adequate notice to the Union of such requests as to provide reasonable response time from the Union. The University shall request and actively support full funding of this Agreement.
- B. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SYNOPSIS

12.5 Legislative Appropriation

- A. The University agrees to discuss with the union its budget request to fund the Agreement prior to the submission of the request to the Legislature.
- B. Provisions of the Collective Bargaining Agreement which require legislative action for implementation become effective only after approval by the appropriate legislative body.

COLLECTIVE BARGAINING AGREEMENT



BETWEEN
UNIVERSITY OF ALASKA
and
ALASKA COMMUNITY COLLEGES'
FEDERATION OF TEACHERS LOCAL 2404, AFT

MAY 8, 1992 *to* JUNE 30, 1994

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
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FEDERATION OF TEACHERS LOCAL 2404, AFT

MAY 8, 1992 *to* JUNE 30, 1994

Published by the
UNIVERSITY OF ALASKA ANCHORAGE
August 1992

UAA is an EO/AA employer and learning institution.

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AGREEMENT

May 8, 1992

This Agreement is entered into by and between the University of Alaska and the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO.

ARTICLE 1

Agreement

1.1 Terms of the Agreement

- A. The effective dates of this Agreement are May 8, 1992, to June 30, 1994.
- B. All appendices to this Agreement are incorporated as a part of this Agreement.
- C. After June 30, 1994, this Agreement shall be renewed automatically from year to year through June 30 of the following year, unless written notice that changes are desired is given by either party to the other party. Such written notice must be given at least ninety (90) days but not more than one hundred and twenty (120) days prior to the expiration date of this Agreement. If notice of a desire for changes in the Agreement is provided by either party, the Agreement shall expire on June 30 of the year in which timely notice is given. Negotiations shall begin within thirty (30) days of receipt of such notice.

1.2 Recognition of the Union

- A. The University of Alaska recognizes the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO, as the exclusive bargaining representative for the following employees of the University of Alaska: Faculty, librarians and counselors of a community college established by the University of Alaska Board of Regents; faculty, academic counselors and librarians whose principal assignment is at an extended site of the University of Alaska; faculty whose principal assignment is vocational-technical instruction; and faculty who are employed to teach exclusively at the lower division level, that is 200 level courses or below, or are employed to teach exclusively at the lower division level with a single part service assignment; but excluding department heads/chairs, supervisors, cooperative extension personnel, temporary personnel, aides, assistants, office clericals, those administrators who are not elected by the faculty and other persons not employed as instructional personnel or counselors as described above for at least sixty percent (60%) of a full-time workload assignment or of the full-time workload assignment for the counselors and librarians described above.
- B. The professional assignment criteria set forth in 1.2 above determine unit membership.

- C. An individual shall be a member of the bargaining unit at the time of appointment to a position meeting the professional assignment criteria set forth in 1.2 above, except for persons appointed to positions which by the term of the appointment is intended to be for less than one academic year in duration and except for visiting faculty. Visiting faculty meeting the professional assignment criteria set forth in 1.2 above shall be a member of the bargaining unit only if appointed to the visiting position for more than one academic year.
- D. Should additional community college campuses and University of Alaska extended sites be established, Faculty Members employed by the University who qualify for the bargaining unit shall be covered by the terms and conditions of this Agreement.

1.3 Recognition of Rights

- A. The terms of this Agreement together with the conditions of appointment not inconsistent with this Agreement constitute the terms of the appointment of each Faculty Member. Written conditions of appointment shall be signed by the Faculty Member to acknowledge receipt.
- B. One copy of this Agreement shall be provided to each Faculty Member for the term of this Agreement.

1.4 Sharing of Information

- A. The University and the Union shall make available on written request all information which is reasonably required or legally necessary for the negotiation and implementation, application and administration of this Agreement. Information is to be provided on a cost reimbursable basis when the cost per information request exceeds \$100. Information requested under this paragraph shall be provided within ten (10) working days. If either party is unable to meet this time frame, the other party shall be notified of the approximate date the information will be provided.
- B. Neither of the parties shall be required to provide the other with information which is privileged, is confidential or which would require revealing personnel information of a private nature, or which has been gathered specifically for purposes of preparing for or conducting collective bargaining.
- C. Nothing in this section is to be construed so as to require either party to compile information or statistics in the form requested if such data is not already compiled in the form requested.
- D. The University shall provide to the Union a current listing of the names of Faculty Members each biweekly pay period.

1.5 Scheduling of Negotiations

- A. Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative, and other

employment duties of the negotiating teams. Unless otherwise agreed by the parties, negotiations shall be held in Anchorage.

- B. Faculty Members who serve as negotiators shall be excused without prejudice from class duties as necessary during the course of negotiations. A University approved substitute shall be provided by the Faculty Member or the Union. Faculty Members serving as negotiators may be released from their entire professional assignment during negotiations, provided that the Union pays the cost of University approved substitutes.

ARTICLE 2

Definitions

As used in this Agreement and except as the context may otherwise require:

"Board of Regents" means the Board of Regents of the University of Alaska.

"Campus Executive" means, as the context requires, either the community college campus president, extended site director or campus chancellor.

"Campus President" means "Director" as used in AS 14.40.590.

"Community College" means the physical facility or facilities of a community college established by the Board of Regents pursuant to the Alaska Community Colleges Act, AS 14.40.560 *et seq.*

"Dependent" means any dependent as defined by the Internal Revenue Code, as amended, and Internal Revenue Service Regulations.

"Extended Site" means an educational facility or facilities not located on the principal campuses of the University of Alaska Anchorage, University of Alaska Fairbanks and the Juneau campuses of the University of Alaska Southeast. Such extended sites as of the date of this Agreement are the Bristol Bay Campus, Chukchi Campus, Interior Campus, Kenai Peninsula College, Ketchikan Campus, Kodiak College, Kuskokwim Campus, Matanuska-Susitna College, Northwest Campus, and Sitka Campus.

"Faculty Member" means the employees collectively covered by Article 1.2, Recognition of the Union.

"Temporary Employee" means a person employed for a period of one semester or less.

"Term Employee" means a person employed for a specific period of time, generally one academic year or less.

"Union" means the Alaska Community Colleges' Federation of Teachers, Local 2404, AFL-CIO.

"University" means the University of Alaska.

ARTICLE 3

Rights of the Faculty Member

3.1 Academic Freedom and Responsibility

- A. The University and the Union agree that academic freedom is essential to the mission of the University and that providing the environment of free and honest inquiry is essential to its functioning. Nothing contained in this Agreement shall be construed to limit or abridge any person's right to free speech or to infringe upon the academic freedom of any member of the University community.
- B. Academic freedom is accompanied by the corresponding responsibility to provide objective and skillful exposition of one's subject, to at all times be accurate, to exercise appropriate restraint, to show respect for the opinions of others and to indicate when appropriate that one is not an institutional representative.

3.2 Nondiscrimination

Neither the University nor the Union shall discriminate on any basis prohibited by law, including union-related activity.

3.3 Personnel Files

The parties agree that the provisions of Board of Regents Policies and University Regulations 04.06.01 - 03 effective July 1, 1989, shall regulate access, content and use of Faculty Member personnel files. Additionally, a Union representative, having written authorization from the Faculty Member concerned, and subject to the University's duty to provide for security of the records, may examine the official personnel file of that Faculty Member.

3.4 Health and Safety

- A. The parties agree that the provisions of Board of Regents Policy and University Regulation 05.09.01 concerning risk management and environmental health and safety shall apply to Faculty Members.
- B. A Faculty Member shall not be required to operate University equipment which does not conform to state safety requirements.

ARTICLE 4

Grievance Procedure

It is the objective of the parties to encourage the prompt and informal resolution of disputes of Faculty Members, the Union and the University as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

A. Definition of Grievance

A grievance is any dispute or controversy between the University and the Union or between the University and any Faculty Member with respect to matters arising out of the application or interpretation of this Agreement. No other matters are subject to the grievance procedure. This grievance procedure shall be the exclusive remedy for grievances.

B. Grievance Procedure

1. Any Faculty Member who believes that the Faculty Member has a basis for a grievance will first informally discuss the grievance with the Faculty Member's immediate supervisor. If after the discussion the Faculty Member still believes a grievance exists, the member may invoke the formal procedure.

In the event the Union files a notice of grievance, it shall be processed directly at Step 2. A grievance filed by the Union shall be heard on the University of Alaska Anchorage campus, unless agreed to otherwise by the Union and the University.

All nonretentions and terminations shall be processed initially at Step 2.

2. To be valid, a notice of grievance must be filed in writing at the office of the campus chief executive, at the proper step, within thirty (30) calendar days from the time the aggrieved became aware or reasonably should have become aware of the event which gave rise to the alleged grievance. Time periods may be extended by mutual agreement of the parties.
3. The number of days indicated at each step is the maximum and every effort should be made to expedite the process; however, the time limits may be extended by mutual written consent of the parties to the grievance. The University's failure to answer a dispute within the allotted time at any step shall be considered an advancement of the grievance to the next step.
4. At any step of the procedure, either party may have a representative present. This is in addition to the Union representative mentioned in the various steps.

At any step of the procedure, either party shall have the right to bring in witnesses to participate in the hearings. At Steps 2 and 3, the aggrieved and the aggrieved's witnesses shall be released from duties on appearance days, however, it is understood that hearings at Steps 2 and 3 may be on Saturday.

5. At the initial step at which a grievance is filed, the grievance shall state with specificity in writing:
 - a. The grievant's name;
 - b. The claimed facts giving rise to the grievance;

- c. The provisions of the Agreement allegedly violated giving rise to the grievance;
- d. The grievant's contention regarding the proper interpretation and application of the Agreement; and
- e. The grievant's contention regarding what relief should be afforded.

The grievant shall sign the notice.

The notice of grievance may be fairly amended at any time, provided that such amendment does not result in unfairness or surprise and is within the general subjects raised in the notice as originally filed.

C. Formal Grievance Procedure

Step 1: Notice of a grievance shall be presented in writing in triplicate, to the office of the campus executive. One copy shall be received and returned to the aggrieved and one copy shall be provided at the same time by that office to the Union representative of the Union office.

A meeting shall be held on the campus where the grievance arose within five (5) working days of the receipt of the notice of a grievance. At the meeting, the appropriate Campus President, Director, Dean or Vice Chancellor shall hear the aggrieved's evidence. Following the meeting, a written answer shall be presented to the aggrieved with a copy to the Union within ten (10) working days of the receipt of the notice of grievance. The aggrieved or the Union shall have five (5) working days to appeal to Step 2 by filing a notice of appeal.

Step 2: Notice of a grievance taken or appealed to Step 2 shall be given in quadruplicate to the office of the campus executive. That office shall provide the aggrieved, the Union and the appropriate Chancellor with a receipted copy of the appeal notice.

The grievance shall be discussed at a meeting to be held within (10) working days of the filing of the appeal and include the appropriate Chancellor, the aggrieved and the Union. Notice of the meeting shall be given by placing a copy of the notice in the aggrieved's campus mailbox and providing a copy to the Union representative of the Union office. Following the meeting, the Chancellor shall provide a written response to the grievance within five (5) working days. A copy of the answer shall be given to the aggrieved and the Union. The aggrieved or the Union shall have ten (10) working days to appeal the decision to Step 3.

Step 3: Notice of a grievance taken or appealed to Step 3 shall be given in triplicate to the office of the appropriate Chancellor. That office shall provide the aggrieved and the Union with a receipted copy of the appeal notice.

Grievances at the Step 3 level will be resolved by arbitration under AS 09.43.010 - 180 and as provided by the Agreement. Where the Union and the University mutually agree, Steps 1 and 2 may be waived and the grievance filed initially at Step 3.

Arbitration under Step 3 shall be conducted as follows:

1. The parties shall contact the American Arbitration Association of the Federal Mediation and Conciliation Service and request that a panel of arbitrators be provided to both parties from which the parties shall select an arbitrator. Within ten (10) working days after the receipt of notification of the panel of arbitrators, representative(s) of the University and the grievant shall meet and select an arbitrator by alternately striking from the panel of arbitrators until one name remains. The first strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.
2. The parties to the arbitration may not assert any ground or present any evidence not substantially similar to that presented at Step 2 of the grievance procedure.
3. The arbitrator shall limit his decision strictly to application and interpretation of the provisions of this Agreement and shall be without proper authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
4. The decision of the arbitrator shall be final and the parties shall abide by it. The decision of the arbitrator shall be enforceable and/or appealable as provided by law.
5. Each party shall bear the cost of preparing and presenting its own case. The fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:
 - (a) Assign the arbitrator's fees and expenses to the losing party.
 - (b) If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign the arbitrator's fees and expenses proportionally to the parties as judged to be equitable.

ARTICLE 5

Professional Obligations and Assignment

5.1 Professional Assignment

The professional assignment of Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this agreement. The assignment of an upper division course or courses which would otherwise exclude a Faculty Member from the bargaining unit is permitted without exclusion from the bargaining unit, provided that the Faculty Member and appropriate University administrator agree to the assignment and such agreement is reduced to writing.

5.2 Appointment Period

The appointment period for Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this Agreement.

5.3 Faculty Offices

Office space will be assigned by the University in a fair, nondiscriminatory manner.

5.4 Faculty Support

University support for the professional assignment of Faculty Members shall be consistent with the procedures and practices in place on the campus of their principal assignment as of the date of this Agreement.

5.5 Governance

The parties agree that Faculty Members will follow the procedures and practices in place on their respective campuses.

ARTICLE 6

Professional Standing

6.1 Faculty Member Appointment, Review, Promotion, Tenure and Sabbatical Leave

The parties agree that the terms of Chapter IV of the Board of Regents policy entitled "Faculty Appointment, Review, Promotion, Tenure, and Sabbatical Leave" and all Regents policies and University regulations referenced therein as contained in the policies of the Board of Regents dated July 1, 1989, as amended to the date of this Agreement, shall apply to the Faculty Members. Additionally, the policies and regulations of the respective campuses implementing Chapter IV as approved by the Board of Regents as of the date of this Agreement shall apply to the Faculty Members based on the Faculty Member's corresponding campus assignment. Notwithstanding the foregoing, the appeal processes provided for in such procedures shall not apply to Faculty Members, but instead, the provisions of Article 4 of the Agreement shall control.

6.2 Seniority

- A. Acquisition: A Faculty Member shall acquire bargaining unit seniority commencing on the Faculty Member's initial employment date. Bargaining unit members having the same initial employment date shall have equal bargaining unit seniority.
- B. Accrual: A Faculty Member whose employment has not terminated and whose bargaining unit seniority has not been lost under Paragraph 6.2D will accrue bargaining unit seniority in these cases:
 - 1. While actively employed; or

2. For leave for military service which complies with the conditions of such leave, for which there is a statutory right to re-employment but not to include voluntary extensions; or
 3. For the duration of any leave for illness or disability so long as the Faculty Member complies with the conditions of such leave.
- C. Retention: An employee whose employment has not been terminated by resignation, discharge or death, whose seniority has not been lost under Paragraph 6.2D will retain, but not accrue, seniority in these cases:
1. On leave of absence; or
 2. For ninety (90) days on promotion or assignment to a position not included in the bargaining unit, except seniority shall be retained for the entire term of service as a department head/chair; or
 3. Up to three years following termination based on financial exigency; or
 4. Up to two years following termination of a tenured Faculty Member based on program discontinuation or reduction.
- D. Loss: Except as otherwise stated in this Agreement, a Faculty Member will lose seniority and all re-employment rights by:
1. Resignation; or
 2. Termination of employment, unless voluntarily rescinded by the University or vacated by a valid arbitration or grievance award or unless otherwise provided below; or
 3. After ninety (90) days on promotion or assignment to a position not included in the bargaining unit, except for service as a department head/chair; or
 4. After three years following termination based on financial exigency; or
 5. After two years following termination of a tenured Faculty Member based on program discontinuation or reduction.
- E. A Faculty Member's seniority shall be established at the Faculty Member's initial day of continuous hire as a Faculty Member. Bargaining unit seniority shall not accrue for service in positions not included in the bargaining unit.
- F. The University will provide the Union with an updated seniority list by October 15 of each year of this Agreement.

6.3 Overload Assignments

Overload assignments and compensation for Faculty Members shall be in accordance with the procedures and practices in place on the campus of their principal assignment as of the date of this Agreement.

6.4 Outside Employment

Faculty Members may engage in professional endeavors outside of the scope of their University assignment, provided that they comply with the provisions of Regents Policy and University Regulation 04.10.05 in effect as of the date of this Agreement and the provisions of the Alaska Executive Branch Ethics Act, AS 39.52.110 *et seq.*

6.5 Nonretention and Termination

The parties agree that the terms of Chapter IV of the Board of Regents policy entitled "Faculty Appointment, Review, Promotion, Tenure, and Sabbatical Leave" and all Regents policies and University regulations referenced therein as contained in the policies of the Board of Regents dated July 1, 1989, as amended to the date of this Agreement, shall apply to the Faculty Members. Additionally, the policies and regulations of the respective campuses implementing Chapter IV as approved by the Board of Regents as of the date of this Agreement shall apply to the Faculty Members based on the Faculty Member's corresponding campus assignment. Notwithstanding the foregoing, the appeal processes provided for in such procedures shall not apply to Faculty Members, but instead, the provisions of Article 4 of the Agreement shall control.

6.6 Uniform Practices

In advance of the 1993-94 academic year the parties shall meet under the provisions of Article 11 of this Agreement for purposes of agreeing to uniform policies and regulations to implement Chapter IV of the Board of Regents to replace the respective campus implementing policies and regulations referenced above in Article 6.1 and 6.5 above. If no agreement is reached in advance of the start of the academic year, the implementing policies and regulations of the University of Alaska Anchorage shall be applicable to Faculty Members for the 1993-94 academic year.

ARTICLE 7

Salaries and Benefits

7.1 Salaries

- A. Faculty Members shall be compensated in a manner consistent with the provisions of Regents Policy and University Regulation 04.05.01 - 03 in effect as of the date of this Agreement, except that any compensation increases shall be subject to legislative appropriation in accordance with the provisions of AS 23.40.215 and shall be requested separately from compensation increases requested for other employees of the University.

- B. The University agrees to request the same level of salary increase for Faculty Members as is requested of the Legislature for other University employees. If the University grants other University employees salary increases but does not receive an appropriation to fund salary increases for Faculty Members at the same level, the University agrees to submit to the Legislature at the beginning of the next regular session following the increase for University employees an amount necessary to permit Faculty Members to receive a salary increase of the same level received by University employees.

7.2 Geographic Salary Differential

Geographic salary differentials for Faculty Members shall be paid in accordance with the provisions of Regents Policy and University Regulation 04.05.04 in effect as of the date of this Agreement.

7.3 Fringe Benefits

- A. The University shall make available to all Faculty Members and their qualifying dependents a group health plan covering medical, dental, visual and audio benefits on the same basis as such plan or plans are available to other University employees.
- B. The University shall make available to all Faculty Members a group term life insurance program on the same basis as available to other University employees.
- C. The University shall enroll Faculty Members in such retirement plan or plans for which they qualify and, if applicable, elect, and in such deferred income plans available to other University employees for which they qualify.
- D. The University shall make available to all Faculty Members an accidental death and dismemberment plan for which they qualify on the same basis as available to other University employees.

7.4 Services

The University shall make available to all Faculty Members and qualifying dependents employee education benefits on the same basis as available to other University employees.

ARTICLE 8

Leaves

8.1 Holidays

- A. The provisions of Regents Policy and University Regulation 04.07.01 in effect as of the date of this Agreement shall apply to Faculty Members.

- B. Religious holidays may be observed by Faculty Members as leave without pay. Advance approval must be obtained from the Faculty Member's supervisor.

8.2 Time Off

Faculty Members with less than twelve month appointments shall receive time off in accordance with the procedures and practices in place as of the date of this Agreement on the campus of their principal assignment.

8.3 Annual Leave

Faculty Members with twelve month appointments shall receive annual leave and will accrue and may use such leave in accordance with Regents Policy and University Regulation 04.07.02 in effect as of the date of this Agreement.

8.4 Temporary Disability Leave

- A. Faculty Members will accrue and may use temporary disability leave in accordance with Regents Policies and University Regulations 04.07.03 - 05 in effect as of the date of this Agreement.
- B. Disability Leave Bank
 1. The parties and the University agree that the existing temporary disability leave bank will continue.
 2. All Faculty Members who have completed one (1) academic year of employment with the University of Alaska shall participate in the Disability Leave Bank.
 3. Each Faculty Member shall contribute two (2) days of that Faculty Member's accumulated disability leave in the first month of eligibility. Participating Faculty Members shall contribute one (1) accumulated disability leave day each September to the Disability Leave Bank; after initial contribution. Thereafter, Faculty Members having more than four (4) days accumulated disability leave shall contribute two (2) days each time the bank is depleted.
 4. A Faculty Member may withdraw disability leave days from the Disability Leave Bank immediately upon depletion of that Faculty Member's personal accumulation of disability leave.
 5. A Faculty Member may withdraw a maximum of ninety (90) days for any one (1) disability or complications therefrom.
 6. A Faculty Member withdrawing disability leave days from the bank shall not have to replace those days, except as a regular contributing member of the bank.
 7. The Union shall appoint a five (5) person committee to develop recommended policies for the administration of the Disability Leave Bank and submit those recommendations to the President of the University. The Union shall review the

policies annually and recommend such changes in policy as it deems appropriate. The Disability Leave Bank is administered by the University.

8.5 Other Leaves

Faculty Members shall be permitted such other leave as is permitted and in the manner provided by Board of Regents Policy and University Regulation in effect as of the date of this Agreement.

ARTICLE 9

Union Rights

9.1 Agency Shop

- A. Except as provided herein, all Faculty Members shall, as a condition of employment or continued employment, pay to the Union a service fee which shall not exceed the Union dues, to reimburse the Union for the expense of representing the Faculty Members.
- B. Except as provided herein, all Faculty Members shall, as a condition of employment or of continued employment, provide the University with a written authorization to deduct from each paycheck the Union service fee.

9.2 Check-off

- A. The University agrees to deduct the service fee of the Union from the pay of those Faculty Members who authorize in writing that such deductions be made. Deductions shall be made in equal installments for the academic year, including those Faculty Members on 10, 11 or 12 month contracts. The aggregate deductions from all Faculty Members for each payroll period shall be remitted to the Union together with an itemized statement containing the names of the Faculty Members from whom the deduction has been made and the amount so deducted from each. The aforesaid remittance shall be made within fifteen (15) working days following the pay period in which such deductions have been made. Each Faculty Member's written authorization shall be irrevocable for the term of this Agreement or any extension thereof.
- B. The University shall remit the service fee (or dues) collected to the Union Treasurer at the address provided by the Union. The University's responsibility shall extend solely to collection and remittance and shall cease when the University's correct remittance check is cashed.
- C. The Union shall provide a Deduction Authorization Form to the University which shall be used by the University for all Faculty Members.