

ALASKA LEGISLATURE COMMITTEE FILES 1999-2000 8672

9897 HOUSE LABOR & COMMERCE

RABINOWITZ, Justice, concurring.

I agree with the holdings set forth in sections III. A. and B. of the court's opinion. Because I believe APEA waived the equitable estoppel issue by failing to raise it in the superior court, I concur in the court's rejection, in Section III. C., of APEA's equitable estoppel argument. The court reaches the merits of the argument and concludes that the record does not support APEA's contention that equitable estoppel bars the City from applying section 215(a) to the arbitrator's result.

The court reaches the merits of the equitable estoppel issue because "The City conceded in oral argument that APEA raised equitable estoppel at the superior court level; therefore APEA is not deemed to have waived this argument." My study of the record leads me to the conclusion that the issue was not adequately raised before the superior court. Thus I would hold that equitable estoppel has been waived by APEA for purposes of this appeal.¹ In short, I would not accord controlling significance to counsel for the City's concession at oral argument before this court that APEA had "tangentially" raised equitable estoppel at the superior court level, because record support is lacking for such concession.

JUDGES FOOTNOTES

* Sitting by assignment made pursuant to article IV, section 16 of the Alaska Constitution.

OPINION FOOTNOTES

¹ In reviewing a lower court's grant of summary judgment, this court "determines whether any genuine issue of fact exists and whether the moving party is entitled to judgment on the law applicable to the established facts." *R.E. v. State*, 878 P.2d 1341, 1345 (Alaska 1994) (quoting *Wright v. State*, 824 P.2d 718, 720 (Alaska 1992)). In questions involving statutory interpretation, this court substitutes its independent judgment for that of the trial court. *Journey v. State*, 895 P.2d 955, 957 n.5 (Alaska 1995).

² Although the superior court reached this conclusion, it determined that public policy might support the opposite result, because PERA as written creates unequal bargaining power; § 215(a) allows the legislature to choose whether to accept or reject a negotiated result, but § 200(b) prohibits essential employees from striking, thereby denying them the same choice. Subsection 215(a) also allows the legislature to make that choice in several stages, as each item of a negotiated result requires funding. Because on its face § 215(b) applies only to the state government, this problem may be heightened where the dispute involves a municipality.

³ PERA defines a "public employer" to include "the state or a political subdivision of the state." AS 23.40.250(7). The City exempted itself from PERA in 1972, but waived its exemption in 1983, making PERA applicable to its labor relations. Fairbanks Ordinance 4264 (Sept. 12, 1983).

⁴ APEA has only argued that the equitable estoppel doctrine applies here. It asserts no other aspect of estoppel doctrine.

CONCURRENCE FOOTNOTES

1 **Nenana City Sch. Dist. v. Coghill**, 898 P.2d 929, 934 (Alaska 1995); **Carvalho v. Carvalho**, 838 P.2d 259, 261 n.5 (Alaska 1992); **Gates v. City of Tenakee Springs**, 822 P.2d 455, 460 (Alaska 1991).



Fairbanks Fire Fighters Association

Local 1324

International Association of Fire Fighters

POST OFFICE BOX 71739, FAIRBANKS, ALASKA 99707

Representative Tom Brice
Alaska Legislature
State Capitol Building
Room 426
Juneau, Alaska 99801

February 3, 1999

Re: HB1

Representative Brice;

The Fairbanks Fire Fighters Association strongly supports HB1.

The present language in the Public Employees Relations Act (PERA) does not provide for a means to compel agreement between municipal employers and class one (police and fire) employees. If the parties negotiate to impasse, there must be a way to resolve the differences. For most public and private employees this can involve a strike. Although the use of a strike action is seldom used, the employer knows this is a real possibility and therefore compels serious negotiations.

The original architects of PERA recognized that the services provided by some employees, primarily police and fire, are of such an essential nature that the ability to strike should not be an option available for these 'class one' employees. On this point, the Fairbanks Fire Fighters Association could not agree more. So, how do we break impasse in bargaining? The designers of PERA also recognized this dilemma and provided for differences between the parties to be settled through binding interest arbitration. In interest arbitration, the parties present their positions to a neutral arbitrator, and that arbitrator then reaches a decision. This decision is then binding on the parties. Now comes the need for HB1 – under the present language in PERA, the municipal public employer is not compelled to fund the arbitrator's award. Thus, binding arbitration is not binding on the employer. However, should the arbitrator decide to reduce the pay or benefits of the employees, his decision is now binding. This is not fair. Obviously, there is no incentive for a class one employee group to pursue 'binding' arbitration. The playing field, which was intended to be level, is now tilted, at a very steep angle, in favor of the employer. What was intended to be collective bargaining is reduced to collective begging.

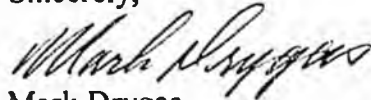
As firefighters, we take great pride in the profession we have chosen. We risk our lives daily to save lives and protect property. This is our job, and we strive hard to provide the best service possible to the public we serve. We do not ask for special treatment. What we want is a level playing field. HB1 would do just that – level the field. It certainly does not shift the balance in favor of employee groups as some would argue.

The collective bargaining agreement between our Association and the City of Fairbanks expired on December 31, 1995. Negotiations for a successor agreement have continued for more than three years. Our last wage rate increase was in 1990. At that time, a starting firefighter made \$11.69 per hour. In 1999, a starting firefighter earns the same \$11.69 per hour. There exists no incentive for the City to negotiate in good faith. They know that if we go to arbitration, they can only win and we can only lose. At the negotiation table, the City negotiators have repeatedly reminded us of this in an effort to extract concessions from our Members.

We are not alone. The City of Fairbanks has used the same tactics in dealing with their police employees. The City went as far as going to the Alaska Supreme Court in defending their 'right', under PERA, to not fund an arbitrator's award and thereby continuing what they see as their right to bargain in bad faith.

We support HB1 in the interest of true collective bargaining. Those that oppose this bill are opposed to the very concept of collective bargaining.

Sincerely,



Mark Drygas
Business Agent



Fairbanks Fire Fighters Association

MARK DRYGAS
Business Agent

Post Office Box 71739
Fairbanks, Alaska 99707

Office - 907-452-4789
Fax - 907-452-4799
Home - 907-488-6001

PUBLIC SAFETY EMPLOYEES ASSOCIATION

4300 Boniface Parkway, #116
Anchorage, AK 99504-4387
(907)337-1979 FAX (907)337-1753

House Labor & Commerce Committee
Alaska State Legislature
Juneau, AK 99801-1182

February 25, 1999

Dear Representatives Rokeberg, Halero, Harris Murkowski, Sanders, Brice and Cissna.

The Public Safety Employees Association supports the passage of House Bill one.

Our Association represents several Municipal employee groups. One of these groups currently collectively bargains under the Public Employee Relations Act (PERA) as class I employees.

Under PERA, class I employees, who are mainly made up of police officers, fire fighters, correctional officers, and probation officers, cannot strike should they reach an impasse in negotiating a contract. Under PERA, these class I public safety employees have the right to binding arbitration should an impasse occur. The right of binding arbitration is in Lieu of not being able to strike.

The Alaska Supreme Court has ruled that PERA, in it's current form, does not necessarily bind the legislative body of a municipality or city to follow an arbitrator's decision in the case of monetarily funding a contract.

The court's ruling is a major setback for public safety employees. The court's decision, when according to the intent of the law, both parties are supposed to recognize as part of the contract in whole. Under this current miscue in the law, the employer can essentially pick and choose which parts of the arbitrator's decision they like, and simply ignore the monetary parts. This only tends to lead to never ending, unproductive contract negotiations. There is no finality to any meaningful collective bargaining.

HB 1 addresses this issue by giving the law the intent it needs to be fair to the employer and employee by making sure both parties adhere to the rules.

I urge you to pass HB 1 out of your committee, and begin restoring good faith collective bargaining for class I municipal and city employees.

Sincerely,

Craig Persson
PSEA Legislative Liaison

THE
FOLLOWING
DOCUMENT(S)
ARE
POOR
ORIGINAL
COPIES

Subject: HB1

Date: Tue, 09 Mar 1999 11:16:13 -0900

From: The Taylors <gctaylor@gci.net>

To: Representative_Andrew_Halcro@legis.state.ak.us

3/9/1999

Dear Representative Halco,

I am writing to you to urge your support of HB1, a bill that would provide for true binding arbitration for municipal class 1 employees. Your committee is currently considering this bill.

Passage of this legislation is important to me as a member for the Fairbanks Fire Fighters Association.

I urge you to vote for this bill because it would close the loophole in PERA and make both parties have to play by the same rules when an issue is submitted to binding arbitration. Currently, the municipality can wait for the decision by a neutral third party arbitrator, then if they lose, choose not to fund the decision.

I would appreciate your support of this position, and would like to know your views on this issue and how you intend to vote on this bill.

Thank you for taking the time to consider my views.

Sincerely,

Greg Taylor
PO Box 82437
Fairbanks, AK 99708
gctaylor@gci.net
(907) 479-4574
Fax (907) 452-2322



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee on Regional Affairs
 Committee on ASA: Municipal Organizing Control Committee Name Dated 3/11/99
Bill / Subject

I support HB 1 !

SIGNED:

Mike Gho

Testifier

IAFF local 1324

Representing

111 Charles St

99701

457-5383

Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee & Regional Affairs
Committee Name
 Committee on HB1 Municipal Bargain Dated 3/12/99
Bill / Subject

I support HB1!

SIGNED:

Thomas J. [Signature]
 Testifier

E.F.D.
 Representing

656 7th Ave, Fairbanks AK. 99701 452-2322
 Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House CRA
Committee Name
 Committee on HB1 Dated 3/11/99
Bill / Subject

I support HB1 True Binding Arbitration

SIGNED:

T. Kehl

Testifier

Myself

Representing

2132 Old Steese Hwy N. FBK AK 99712

Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee on Regional Affairs
 Committee on HB 1 Committee Name Dated 3/11/99
Bill / Subject

I am here as a member of the Fairbanks Fire Department to show my support for House Bill 1, I believe that it is important in order to provide a level playing field for those municipal employees who do not have a right to strike.

SIGNED:

Scott L. Myers
Testifier

Fire
Representing

649 Jennie Ln D-1 Fairbanks AK 99709
Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Community & Regional Affairs
Committee on 4B1 Dated March 11, 1999
Bill / Subject Committee Name

Present in favor of House Bill 2.

SIGNED:

Bruce Hobbs

Testifier

Fairbanks Police Dept.

Representing

7253 Jack St 458-0182.

Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Community / Regional Affairs
 Committee on H.B. 1 Committee Name Dated 3/11/79
Bill / Subject

Support HB 1

SIGNED:

Don Mathew
Testifier

Edna Polke
Representing

656 Thruway 459650
Address / Phone Number



FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

656 - 7th AVENUE • FAIRBANKS, ALASKA 99701



Representative Tom Brice
Alaska Legislature
State Capitol Building
Room 426
Juneau, Alaska 99801

February 6, 1999

Re: HB1

Representative Brice:

The Fairbanks Police Department Employees Association strongly supports HB1.

The present language in the Public Employees Relations Act (PERA) does not provide for a means to compel agreement between municipal employers and class one (police and fire) employees. If an impasse occurs in negotiations there must be a way to resolve the differences. For most public and private employees one tool available to break an impasse is the ability to strike. Although the use of a strike action is seldom used, the employer knows that this is a real possibility thereby compelling serious negotiations.

The original architects of PERA recognized that the services provided by some employees, primarily police and fire, are of such an essential nature that the ability to strike should not be an option for these 'class one' employees. The Fairbanks Police Department Employees Association is in agreement with this belief. The designers of PERA recognized the dilemma created by this restriction and provided for differences between the parties to be settled through binding interest arbitration. In interest arbitration, the parties present their positions to a neutral arbitrator, and that arbitrator then reaches a decision based on the information presented. The decision of the arbitrator is then binding on both parties. Under the present language of PERA the municipal public employer is not compelled to fund the arbitrator's award. Thus, binding arbitration is not binding on the employer. Should the arbitrator decide to reduce the pay or benefits of the employees the municipal employer may implement that award. This creates an unfair relationship between the employer and employees, one that is strongly in favor of the employer. The employer is under no obligation to abide by the arbitrator's decision while the employees have no such ability. What was intended to be a level playing field is now tilted at a very steep angle in favor of the employer. What was intended to be 'binding' arbitration is binding only on the employees.

As police officers we take great pride in the profession we have chosen. We are called upon every day to risk our lives to protect the citizens of our community, including being asked to make the ultimate sacrifice and lay down our lives. This is our job and we accept the risks involved. We strive to provide the highest level of service to the community that we can. We do not want, nor are we asking for special treatment. What we want is a level playing field when it comes time to negotiate contracts. HB1 would provide that level playing field and make the arbitration process binding on both parties.

The collective bargaining agreement between our Association and the City of Fairbanks expired on June 30, 1993. Negotiations continued on a successor agreement until impasse was reached over wages to be paid officers. No settlement could be negotiated and the matter was heard before an arbitrator. The arbitrator ruled in favor of the Association. The City of Fairbanks refused to fund the arbitrator's award and has gone as far as the Alaska Supreme Court in defending their 'right' not to abide by the arbitrator's decision.

The City of Fairbanks has used the same tactics in dealing with their fire department employees. Wages for starting fire fighters has remained at the same level since 1990. There exists no incentive for the City to



FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

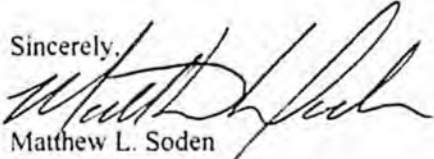
656 · 7th AVENUE • FAIRBANKS, ALASKA 99701



negotiate in good faith. They know that should a matter go to arbitration they can only win and we can only lose. The City appears committed to continuing to exercise what they see as their 'right' under PERA to negotiate in bad faith.

We support HB1 in the interest of true collective bargaining. Those who oppose this bill are opposed to the very concept of collective bargaining.

Sincerely,



Matthew L. Soden
President

Fairbanks Police Department Employees Association

POM for Representative Rokeberg



From: Mr. Steve C Adams
PO Box 81814

Telephone: 455-7130

Fairbanks, AK 99708

NON Constituent

Registered Voter: Y

Bill: HB 1 Title: MUNICIPAL COLLECTIVE BARGAINING CONTRACTS

Message:

PLEASE SCHEDULE THIS BILL FOR A HEARING ASAP.

Entered in FBX on 3/25/99 POMID: 2177

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Message 1 out of 4.

POM for Representative Rokeberg

From: Mrr. Stephen Adams
PO Box 81814

Telephone: 455-7130

Fairbanks, AK 99708

NON Constituent

Registered Voter: Y

Bill: HB 1 Title: MUNICIPAL COLLECTIVE BARGAINING CONTRACTS
Message:

I AM DISAPPOINTED THAT I HAVE NEITHER HEARD FROM YOU NOR SEEN ANY ACTION FOR A HEARING ON HB 1 IN YOUR COMMITTEE. PLEASE SCHEDULE A HEARING AND MOVE HB 1 FORWARD. THANK YOU.

Entered in FBX on 3/30/99 PMID: 2413

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Message 2 out of 4.

POM for Representative Rokeberg



From: Mr. Gavin D. Charrier
PO Box 8692

Telephone: 225-3377

Ketchikan, AK 99901

NON Constituent

Registered Voter: Y

Bill: HB 1 Title: MUNICIPAL COLLECTIVE BARGAINING CONTRACTS
Message:

CLASS ONE EMPLOYEES PUT THEIR LIVES IN HARMS WAY TO PROTECT THE LIFE AND HEALTH OF THE PUBLIC. THEY DESERVE NO LESS THAN 'FAIR TREATMENT' FOR THE SERVICES THEY PROVIDE. LEGISLATE 'BINDING ON BOTH PARTIES' WHEN THESE EMPLOYEES CANNOT STRIKE AND ARE FORCED INTO 'BINDING ARBITRATION.' PLEASE SUPPORT HB 1. THANK YOU.

Entered in KTN on 3/30/99 POMID: 2465

Distribution: 9

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Message 3 out of 4.

POM for Representative Røkeberg

From: Mr. Gavin D. Charrier
PO Box 8692

Telephone: 225-3377

Ketchikan, AK 99901

NON Constituent

Registered Voter: Y

Bill: HB 1 **Title:** MUNICIPAL COLLECTIVE BARGAINING CONTRACTS
Message:

CLASS ONE EMPLOYEES PUT THEIR LIVES IN HARMS WAY TO PROTECT THE LIFE AND HEALTH OF THE PUBLIC. THEY DESERVE NO LESS THAN 'FAIR TREATMENT' FOR THE SERVICES THEY PROVIDE. LEGISLATE 'BINDING ON BOTH PARTIES' WHEN THESE EMPLOYEES CANNOT STRIKE AND ARE FORCED INTO BINDING ARBITRATION. PLEASE SUPPORT HB 1. THANK YOU.

Entered in KTN on 4/23/99 POMID: 7300

Distribution: 9

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Message 4 out of 4.

03/27/99

APR 01 1999

Representative Norman Rokeberg
Chairman, House Labor & Commerce Committee
House of Representatives
State Capitol, Room 24
Juneau, AK 99801-1182

Dear Representative Rokeberg:

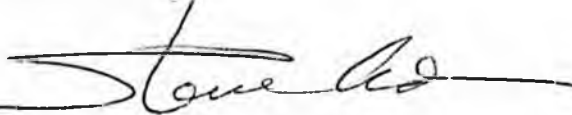
I wrote to you a couple of weeks ago concerning House Bill 1, and the importance that it holds not only for the police officers and firefighters, but the citizens of Fairbanks as well. HB 1 would provide true binding arbitration, and end a stalemate in Fairbanks. Fairbanks firefighters have worked without a contract since 1995, and the Fairbanks police officers have worked for more than 6 years without a new contract.

Firefighters and Police Officers aren't able to go on strike to get the benefits they may have coming to them. Instead they have to negotiate in good faith with their employer, and expect the employer to do the same. If the two sides can't reach an agreement, use of an arbitrator is futile, because under current law only the employees are bound by the arbitrator's decisions.

I again request that you do what should be done, and right this wrong. I urge you to schedule this bill for a hearing and hope that you will move the bill swiftly through your committee and on to a vote of the house.

Thank you for your consideration.

Sincerely,



Steve Adams
P.O. Box 81814
Fairbanks, Alaska 99708-1814

MAR 24 1999

03/11/99

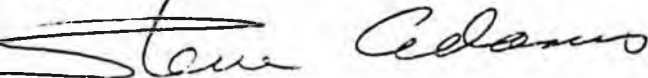
Representative Tom Brice
House of Representatives
State Capitol, Room 426
Juneau, Alaska 99801-1182

Dear Representative Brice:

Just a quick note to thank you for sponsoring HB1. Having spent my entire adult life in public service both as a firefighter and law enforcement officer, I know how important your bill is to the members of the Fairbanks Fire and Police Departments.

I have written to the other members of the Interior Delegation urging them to support you and your efforts to right the longstanding wrong in the current PERA. I hope that you are successful in your efforts, and you have my most sincere thanks for taking up this issue.

Sincerely,



Steve Adams
P.O. Box 81814
Fairbanks, Alaska 99708-1814

Subject: House Bill 1

Date: Fri, 12 Nov 1999 19:41:20 -0900

From: "Gavin D. Charrier" <eagleone@ptialaska.net>

To: Andrew Halcro <Representative_Andrew_Halcro@legis.state.ak.us>,
Bill Williams <Representative_Bill_Williams@legis.state.ak.us>,
Jerry Sanders <Representative_Jerry_Sanders@legis.state.ak.us>,
John Harris <Representative_John_Harris@legis.state.ak.us>,
Lisa Murkowski <Representative_Lisa_Murkowski@legis.state.ak.us>,
Norman Rokeberg <Representative_Norman_Rokeberg@legis.state.ak.us>,
Sharon Cissna <Representative_Sharon_Cissna@legis.state.ak.us>,
Tom Brice <Representative_Tom_Brice@legis.state.ak.us>

CC: Angie Parker <angie@pobox.alaska.net>, Bruce Ludwig <bludwig@alaska.net>,
Matt Olsen <geek@ptialaska.net>, Mila Cosgrove <apeamila@pobox.alaska.net>,
Rick Helms <helmsr@jsd.k12.ak.us>, Tom Stephens <tjonstep@hotmail.com>

November 12, 1999

Dear Representatives and Associates,

Last April I contacted you concerning my support of House Bill 1. Since then I've contacted all the leaders of the Alaska Public Employees Association/AFT Statewide for their collective voiced support to you, our elected Representatives.

I'm asking the support from all members in the Coalition of Public Employees here in Ketchikan for HB1.

What has happened to the progress of this Bill?

Is it scheduled to die in Committee when not being put on the Agenda?

What else can I do to help get this back on the table in the Labor & Commerce Committee?

Please be constitutional about this Bill, and at least put it on the agenda for action.

Let it either die through a majority vote in your committee, or let it proceed up the ladder onto the next step of progression.

The Class One, Police and Fire Fighter, Municipal Employees who cannot strike for "fair" wages, benefits, or working conditions need to have impartial closure through that of an Arbitrator when necessary. The Arbitrators decision should be "binding" on both parties and not a one way ticket to disregard that decision when the Municipality decides it is beneficial to do so. If this is continually allowed to happen, what more is Binding Arbitration about other than to waste time, effort, and money for "all parties" that are both directly and indirectly involved. Police and Fire Fighters risk their lives to protect the safety, health and very lives of the same people that you as Representatives represent. They deserve no less than "Fair Treatment" for the jobs that they perform when it comes to Collective Bargaining for fair wages, benefits, and working conditions.

Please put HB1 back on the next agenda for the Labor and Commerce Committee, and let this action in itself have closure one way or the other.

Thank-You.

Sincerely,
Gavin D. Charrier
P.O. Box 8692
Ketchikan, Alaska 99901-3692
907-225-3377 Home
907-225-6800 Work
eagleone@ptialaska.net

NOV 16 1999

HB!

Subject: HB!

Date: Tue, 30 Mar 1999 13:00:09 -0900

From: The Taylors <gctaylor@gci.net>

To: Representative_Norman_Rokeberg@legis.state.ak.us

MAR 30 1999

3/30/99

Dear Representative Rokeberg,

I am writing to you to urge your support of HB1, a bill that would provide for true binding arbitration for municipal class 1 employees. Your committee is currently considering this bill.

Passage of this legislation is important to me as a member for the Fairbanks Fire Fighters Association.

I urge you to vote for this bill because it would close the loophole in PERA and make both parties have to play by the same rules when an issue is submitted to binding arbitration. Currently, the municipality can wait for the decision by a neutral third party arbitrator, then if they lose, choose not to fund the decision.

I would appreciate your support of this position, and would like to know your views on this issue and how you intend to vote on this bill.

Thank you for taking the time to consider my views.

Sincerely,

Greg Taylor
PO Box 82437
Fairbanks, AK 99708
gctaylor@gci.net
(907) 479-4574
Fax (907) 452-2322



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Community & Regional Affairs
 Committee on ABI Committee Name Dated March 11, 1999
Bill / Subject

Present in favor of House Bill 1.

SIGNED: Bruce Holdos
 Testifier
Fairbanks Police Dept.
 Representing
7253 Jack St 458-0182.
 Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee on Regional Affairs
 Committee on HB 1 Committee Name Dated 3/11/99
Bill / Subject

I am here as a member of the Fairbanks Fire Department to show my support for House Bill 1, I believe that it is important in order to provide a level playing field for those municipal employees who do not have a right to strike.

SIGNED: [Signature]
 Testifier
~~For~~
 Representing
649 Jennie Ln D-1 Fairbanks AK 99709
 Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House C-RA
Committee Name
 Committee on HB1 Dated 3/11/99
Bill / Subject

I support HB1 True Binding Arbitration

SIGNED:

T. Kuhl

Testifier

Myself

Representing

2132 Old Steese Hwy N. FBK AK 99712

Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee & Regional Affairs
 Committee on H.B.1. Municipal Bargaining Committee Name Dated 3/12/99
Bill / Subject

I support HB1!

SIGNED:

[Signature]
Testifier

E.F.D.
Representing

656 7th Ave. Fairbanks AK. 99701 452-2322
Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Committee on Regional Affairs
 Committee on HS 1: Municipal Government Control Committee Name Dated 3/11/99
Bill / Subject

I support HS 1!

SIGNED:

Mike Ghu

Testifier

IAFF local 1324

Representing

111 Charles St 99701 457-5383

Address / Phone Number



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House Community / Program Affairs
 Committee on H.B.1. Committee Name Dated 3/11/99
Bill / Subject

Support HB 1

SIGNED:

Dana Mitchell

Testifier

Felix Polko

Representing

656 7th Ave 9596500

Address / Phone Number

ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION

4501 South Bragaw Street

Anchorage, Alaska 99507-1599

Representative Tom Brice
Alaska Legislature
State Capital Building
Room 426
Juneau, Alaska 99801

Feb13,1999

Re: HB1

Dear Representative Brice:

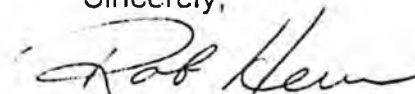
The Anchorage Police Department Employees Association strongly supports HB1.

As the sole representative for law enforcement professionals employed by the Municipality of Anchorage and not subject to the parameters of the Public Employees Relations Act (PERA), we presently bargain collectively under Anchorage Municipal Code 3.70, which provides for binding arbitration for public safety employees. This ordinance, with its provisions for binding arbitration as a means of impasse resolution, has ensured stable and continued deliverance of public safety services and allowed for a fair and equitable determination of wages, hours and working conditions.

Though the APDEA has used interest binding arbitration as a culmination of its collective bargaining process only twice since 1975, both times it was before reputable arbitrators who were mutually selected by the parties. Those arbitrators considered social and economic impacts, surveys of comparable jurisdictions, and other evidence put forth in formal fact finding hearings. The arbitrators then determined which party had the strongest standing, based on the findings of fact, on an issue by issue basis.

While the spirit of the law is intended to guarantee binding acceptance of the arbitrator's decision by both parties, such intent is worthless without inherently guaranteed funding to implement the decision. HB1 would encourage both parties to bargain in good faith, and provide to class one employees of municipalities subject to the parameters of PERA assurances that an arbitrated agreement under PERA is, indeed, binding on both parties.

Sincerely,



Rob Heun
President, APDEA

Subject: HB1

Date: Tue, 09 Mar 1999 11:16:13 -0900

From: The Taylors <gctaylor@gci.net>

To: Representative_Andrew_Halcro@legis.state.ak.us

3/9/1999

Dear Representative Halco,

I am writing to you to urge your support of HB1, a bill that would provide for true binding arbitration for municipal class 1 employees. Your committee is currently considering this bill.

Passage of this legislation is important to me as a member for the Fairbanks Fire Fighters Association.

I urge you to vote for this bill because it would close the loophole in PERA and make both parties have to play by the same rules when an issue is submitted to binding arbitration. Currently, the municipality can wait for the decision by a neutral third party arbitrator, then if they lose, choose not to fund the decision.

I would appreciate your support of this position, and would like to know your views on this issue and how you intend to vote on this bill

Thank you for taking the time to consider my views.

Sincerely,

Greg Taylor
PO Box 82437
Fairbanks, AK 99708
gctaylor@gci.net
(907) 479-4574
Fax (907) 452-2322



Fairbanks Fire Fighters Association

Local 1324

International Association of Fire Fighters

POST OFFICE BOX 71739, FAIRBANKS, ALASKA 99707

Representative Tom Brice
Alaska Legislature
State Capitol Building
Room 426
Juneau, Alaska 99801

February 3, 1999

Re: HB1

Representative Brice;

The Fairbanks Fire Fighters Association strongly supports HB1.

The present language in the Public Employees Relations Act (PERA) does not provide for a means to compel agreement between municipal employers and class one (police and fire) employees. If the parties negotiate to impasse, there must be a way to resolve the differences. For most public and private employees this can involve a strike. Although the use of a strike action is seldom used, the employer knows this is a real possibility and therefore compels serious negotiations.

The original architects of PERA recognized that the services provided by some employees, primarily police and fire, are of such an essential nature that the ability to strike should not be an option available for these 'class one' employees. On this point, the Fairbanks Fire Fighters Association could not agree more. So, how do we break impasse in bargaining? The designers of PERA also recognized this dilemma and provided for differences between the parties to be settled through binding interest arbitration. In interest arbitration, the parties present their positions to a neutral arbitrator, and that arbitrator then reaches a decision. This decision is then binding on the parties. Now comes the need for HB1 – under the present language in PERA, the municipal public employer is not compelled to fund the arbitrator's award. Thus, binding arbitration is not binding on the employer. However, should the arbitrator decide to reduce the pay or benefits of the employees, his decision is now binding. This is not fair. Obviously, there is no incentive for a class one employee group to pursue 'binding' arbitration. The playing field, which was intended to be level, is now tilted, at a very steep angle, in favor of the employer. What was intended to be collective bargaining is reduced to collective begging.

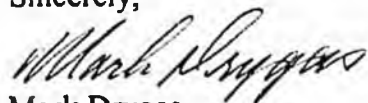
As firefighters, we take great pride in the profession we have chosen. We risk our lives daily to save lives and protect property. This is our job, and we strive hard to provide the best service possible to the public we serve. We do not ask for special treatment. What we want is a level playing field. HB1 would do just that – level the field. It certainly does not shift the balance in favor of employee groups as some would argue.

The collective bargaining agreement between our Association and the City of Fairbanks expired on December 31, 1995. Negotiations for a successor agreement have continued for more than three years. Our last wage rate increase was in 1990. At that time, a starting firefighter made \$11.69 per hour. In 1999, a starting firefighter earns the same \$11.69 per hour. There exists no incentive for the City to negotiate in good faith. They know that if we go to arbitration, they can only win and we can only lose. At the negotiation table, the City negotiators have repeatedly reminded us of this in an effort to extract concessions from our Members.

We are not alone. The City of Fairbanks has used the same tactics in dealing with their police employees. The City went as far as going to the Alaska Supreme Court in defending their 'right', under PERA, to not fund an arbitrator's award and thereby continuing what they see as their right to bargain in bad faith.

We support HB1 in the interest of true collective bargaining. Those that oppose this bill are opposed to the very concept of collective bargaining.

Sincerely,



Mark Drygas
Business Agent



FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

888 7TH AVENUE • FAIRBANKS ALASKA 99701



Representative Tom Brice
Alaska Legislature
State Capitol Building
Room 426
Juneau, Alaska 99801

February 6, 1999

Re: HBI

Representative Brice:

The Fairbanks Police Department Employees Association strongly supports HBI.

The present language in the Public Employees Relations Act (PERA) does not provide for a means to compel agreement between municipal employers and class one (police and fire) employees. If an impasse occurs in negotiations there must be a way to resolve the differences. For most public and private employees one tool available to break an impasse is the ability to strike. Although the use of a strike action is seldom used, the employer knows that this is a real possibility thereby compelling serious negotiations.

The original architects of PERA recognized that the services provided by some employees, primarily police and fire, are of such an essential nature that the ability to strike should not be an option for these 'class one' employees. The Fairbanks Police Department Employees Association is in agreement with this belief. The designers of PERA recognized the dilemma created by this restriction and provided for differences between the parties to be settled through binding interest arbitration. In interest arbitration, the parties present their positions to a neutral arbitrator, and that arbitrator then reaches a decision based on the information presented. The decision of the arbitrator is then binding on both parties. Under the present language of PERA the municipal public employer is not compelled to fund the arbitrator's award. Thus, binding

employees the municipal employer may implement that award. This creates an unfair relationship between the employer and employees, one that is strongly in favor of the employer. The employer is under no obligation to abide by the arbitrator's decision while the employees have no such ability. What was intended to be a level playing field is now tilted at a very steep angle in favor of the employer. What was intended to be 'binding' arbitration is binding only on the employees.

As police officers we take great pride in the profession we have chosen. We are called upon every day to risk our lives to protect the citizens of our community, including being asked to make the ultimate sacrifice and lay down our lives. This is our job and we accept the risks involved. We strive to provide the highest level of service to the community that we can. We do not want, nor are we asking for special treatment. What we want is a level playing field when it comes time to negotiate contracts. HBI would provide that level playing field and make the arbitration process binding on both parties.

The collective bargaining agreement between our Association and the City of Fairbanks expired on June 30, 1993. Negotiations continued on a successor agreement until impasse was reached over wages to be paid officers. No settlement could be negotiated and the matter was heard before an arbitrator. The arbitrator ruled in favor of the Association. The City of Fairbanks refused to fund the arbitrator's award and has gone as far as the Alaska Supreme Court in defending their 'right' not to abide by the arbitrator's decision.

The City of Fairbanks has used the same tactics in dealing with their fire department employees. Wages for starting fire fighters has remained at the same level since 1990. There exists no incentive for the City to

PUBLIC SAFETY EMPLOYEES ASSOCIATION

4300 Boniface Parkway, #116
Anchorage, AK 99504-4387
(907)337-1979 FAX:(907)337-1753

House Labor & Commerce Committee
Alaska State Legislature
Juneau, AK 99801-1182

February 25, 1999

Dear Representatives Rokeberg, Halero, Harris Murkowski, Sanders, Brice and Cissna

The Public Safety Employees Association supports the passage of House Bill one.

Our Association represents several Municipal employee groups. One of these groups currently collectively bargains under the Public Employee Relations Act (PERA) as class I employees.

Under PERA, class I employees, who are mainly made up of police officers, fire fighters, correctional officers, and probation officers, cannot strike should they reach an impasse in negotiating a contract. Under PERA, these class I public safety employees have the right to binding arbitration should an impasse occur. The right of binding arbitration is in lieu of not being able to strike.

The Alaska Supreme Court has ruled that PERA, in it's current form, does not necessarily bind the legislative body of a municipality or city to follow an arbitrator's decision in the case of monetarily funding a contract.

This effectively means that there is no "binding arbitration". There is only an arbitrator's decision, which according to the intent of the law, both parties are supposed to recognize as part of the contract in whole. Under this current miscue in the law, the employer can essentially pick and choose which parts of the arbitrator's decision they like, and simply ignore the monetary parts. This only tends to lead to never ending, unproductive contract negotiations. There is no finality to any meaningful collective bargaining.

HB 1 addresses this issue by giving the law the intent it needs to be fair to the employer and employee by making sure both parties adhere to the rules.

I urge you to pass HB 1 out of your committee, and begin restoring good faith collective bargaining for class I municipal and city employees.

Sincerely,

Craig Persson
PSEA Legislative Liaison

CORRECTION

THE FOLLOWING DOCUMENT(S)
HAVE BEEN REFILMED TO
ASSURE LEGIBILITY OR PAGINATION



Rev. 6/98

Central Microfilm Services
Department of Education & Early Development
State of Alaska



FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

858 7TH AVENUE FAIRBANKS ALASKA 99701



Representative Tom Brice
Alaska Legislature
State Capitol Building
Room 426
Juneau, Alaska 99801

February 6, 1999

Re: HBI

Representative Brice:

The Fairbanks Police Department Employees Association strongly supports HBI.

The present language in the Public Employees Relations Act (PERA) does not provide for a means to compel agreement between municipal employers and class one (police and fire) employees. If an impasse occurs in negotiations there must be a way to resolve the differences. For most public and private employees one tool available to break an impasse is the ability to strike. Although the use of a strike action is seldom used, the employer knows that this is a real possibility thereby compelling serious negotiations.

The original architects of PERA recognized that the services provided by some employees, primarily police and fire, are of such an essential nature that the ability to strike should not be an option for these "class one" employees. The Fairbanks Police Department Employees Association is in agreement with this belief. The designers of PERA recognized the dilemma created by this restriction and provided for differences between the parties to be settled through binding interest arbitration. In interest arbitration, the parties present their positions to a neutral arbitrator, and that arbitrator then reaches a decision based on the information presented. The decision of the arbitrator is then binding on both parties. Under the present language of PERA the municipal public employer is not compelled to fund the arbitrator's award. Thus, binding

employees the municipal employer may implement that award. This creates an unfair relationship between the employer and employees, one that is strongly in favor of the employer. The employer is under no obligation to abide by the arbitrator's decision while the employees have no such ability. What was intended to be a level playing field is now tilted at a very steep angle in favor of the employer. What was intended to be "binding" arbitration is binding only on the employees.

As police officers we take great pride in the profession we have chosen. We are called upon every day to risk our lives to protect the citizens of our community, including being asked to make the ultimate sacrifice and lay down our lives. This is our job and we accept the risks involved. We strive to provide the highest level of service to the community that we can. We do not want, nor are we asking for special treatment. What we want is a level playing field when it comes time to negotiate contracts. HBI would provide that level playing field and make the arbitration process binding on both parties.

The collective bargaining agreement between our Association and the City of Fairbanks expired on June 30, 1993. Negotiations continued on a successor agreement until impasse was reached over wages to be paid officers. No settlement could be negotiated and the matter was heard before an arbitrator. The arbitrator ruled in favor of the Association. The City of Fairbanks refused to fund the arbitrator's award and has gone as far as the Alaska Supreme Court in defending their "right" not to abide by the arbitrator's decision.

The City of Fairbanks has used the same tactics in dealing with their fire department employees. Wages for starting fire fighters has remained at the same level since 1990. There exists no incentive for the City to



FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

222 THIRD AVENUE • FAIRBANKS ALASKA 99701



negotiate in good faith. They know that should a matter go to arbitration they can only win and we can only lose. The City appears committed to continuing to exercise what they see as their right under PERA to negotiate in bad faith.

We support HB1 in the interest of true collective bargaining. Those who oppose this bill are opposed to the very concept of collective bargaining.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matthew L. Soden".

Matthew L. Soden
President
Fairbanks Police Department Employees Association

PUBLIC SAFETY EMPLOYEES ASSOCIATION

4300 Boniface Parkway, #116
Anchorage, AK 99504-4387
(907)337-1979 FAX:(907)337-1753

House Labor & Commerce Committee
Alaska State Legislature
Juneau, AK 99801-1182

February 25, 1999

Dear Representatives Rokeberg, Halcro, Harris Murkowski, Sanders, Brice and Cissna,

The Public Safety Employees Association supports the passage of House Bill one.

Our Association represents several Municipal employee groups. One of these groups currently collectively bargains under the Public Employee Relations Act (PERA) as class I employees.

Under PERA, class I employees, who are mainly made up of police officers, fire fighters, correctional officers, and probation officers, cannot strike should they reach an impasse in negotiating a contract. Under PERA these class I public safety employees have the right to binding arbitration should an impasse occur. The right of binding arbitration is in Lieu of not being able to strike.

The Alaska Supreme Court has ruled that PERA in it's current form, does not necessarily bind the legislative body of a municipality or city to follow an arbitrator's decision in the case of monetarily funding a contract.

This effectively means that there is no "binding arbitration". There is only an arbitrator's decision, which according to the intent of the law, both parties are supposed to recognize as part of the contract in whole. Under this current miscue in the law, the employer can essentially pick and choose which parts of the arbitrator's decision they like, and simply ignore the monetary parts. This only tends to lead to never ending, unproductive contract negotiations. There is no finality to any meaningful collective bargaining.

HB 1 addresses this issue by giving the law the intent it needs to be fair to the employer and employee by making sure both parties adhere to the rules.

I urge you to pass HB 1 out of your committee, and begin restoring good faith collective bargaining for class I municipal and city employees.

Sincerely,

Craig Persson
PSEA Legislative Liaison

ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION

4501 South Bragaw Street

Anchorage, Alaska 99507-1599

Representative Tom Brice
Alaska Legislature
State Capital Building
Room 426
Juneau, Alaska 99801

Feb 13, 1999

Re: HB1

Dear Representative Brice:

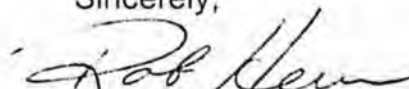
The Anchorage Police Department Employees Association strongly supports HB1.

As the sole representative for law enforcement professionals employed by the Municipality of Anchorage and not subject to the parameters of the Public Employees Relations Act (PERA), we presently bargain collectively under Anchorage Municipal Code 3.70, which provides for binding arbitration for public safety employees. This ordinance, with its provisions for binding arbitration as a means of impasse resolution, has ensured stable and continued deliverance of public safety services and allowed for a fair and equitable determination of wages, hours and working conditions.

Though the APDEA has used interest binding arbitration as a culmination of the collective bargaining process only twice since 1975, both times it was before reputable arbitrators who were mutually selected by the parties. Those arbitrators considered social and economic impacts, surveys of comparable jurisdictions, and other evidence put forth in formal fact finding hearings. The arbitrators then determined which party had the strongest standing, based on the findings of fact, on an issue by issue basis.

While the spirit of the law is intended to guarantee binding acceptance of the arbitrator's decision by both parties, such intent is worthless without inherently guaranteed funding to implement the decision. HB1 would encourage both parties to bargain in good faith, and provide to class one employees of municipalities subject to the parameters of PERA assurances that an arbitrated agreement under PERA is, indeed, binding on both parties.

Sincerely,



Rob Heun
President, APDEA



ALASKA STATE LEGISLATURE

Please enter into the record my testimony to the House C+RA
Committee Name
 Committee on HOUSE BILL 1 Dated 3/11/99
Bill / Subject

I OPPOSE HB 1

SIGNED:

Robert S. Berg
 Testifier

Representing

209 SHAKER DR. FBANKS, AK. 99701 452-7995
 Address / Phone Number

Introduced By: Council Member Cleworth
Date: January 25, 1999

RESOLUTION NO. 3803
A RESOLUTION RELATING TO HOUSE BILL No. 1,
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Employment Relations Act ("PERA") provides that the monetary terms of a collective bargaining agreement for state employees are subject to funding by the legislature, and

WHEREAS, as a result of litigation initiated by the City, the Alaska Supreme Court ruled that the City Council has the same authority regarding the funding of City collective bargaining agreements, a ruling which provides an opportunity to control spending, and

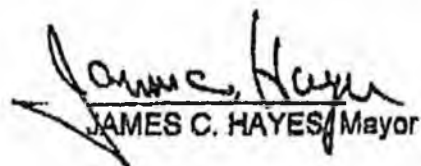
WHEREAS, House Bill No. 1, in its current form would eliminate the City Council's authority regarding funding of City collective bargaining agreements – without changing the Legislature's authority regarding state contracts, and

WHEREAS, passage of House Bill No. 1 would reduce City Council control over labor costs.

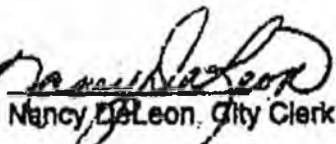
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA as follows:

Section 1. The City Council opposes adoption of House Bill No. 1, unless the Bill is amended to reinstate the right of a municipality to "opt out" of PERA by ordinance as other municipalities have been permitted.

Section 2. That the effective date of this Resolution shall be the 25th day of January 1999.

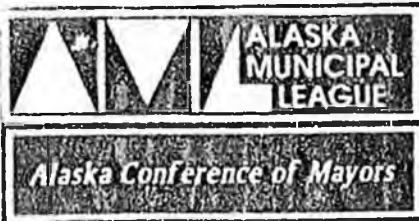

JAMES C. HAYES Mayor

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED: 1/25/99

ATTEST:

Nancy DeLeon, City Clerk

APPROVED AS TO FORM:

HERBERT P. KUSS, City Attorney



217 Second Street, Suite 200 • Juneau, Alaska 99801 • Tel (907)586-1325 Fax (907)-463-5480

March 5, 1999

Representative Andrew Halcro, Co-Chair
Representative John Harris, Co-Chair
House Community & Regional Affairs Committee
State Capitol
Juneau, AK 99811

Dear Co-Chairs Halcro and Harris:

Thank you for the opportunity to discuss HB 1 with our members to develop a position on the legislation. We discussed the issue with several municipal attorneys, other municipal officials, the state Department of Law, and a union representative.

On March 5, the Education and Local Government Subcommittee of the AML Legislative Committee met by teleconference and unanimously voted to:

1. Oppose the adoption HB 1, primarily because only an elected state or local legislative body can make appropriation or tax decisions. This is both a constitutional issue, as well as a practical issue in regard to the public expectation that the "buck stops" with their elected representatives.
2. Suggest the option of developing a new approach by creating standards for interest arbitrators to improve current state statute. This would reduce instances when state or local governing bodies feel that an interest arbitrator's decision did not adequately consider the tax and service impacts of a decision or other critical issues.

Labor negotiations are obviously a highly complex and important area of law. In regard to the power of elected bodies to not fund an interest arbitrator's decision, the current system is balanced by the election process. While a council, assembly, or legislature cannot be forced to appropriate funds, the elected body is, of course, subject to the will of the voters. Therefore, non-appropriation powers are never exercised lightly, whether by the state legislature or a local governing body.

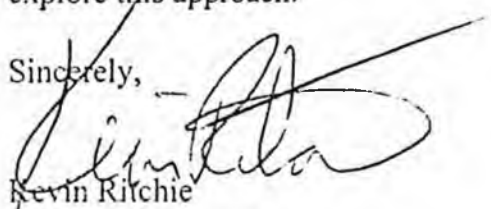
The Constitution says (Art IX sec 1), "The power of taxation shall never be surrendered. This power shall not be suspended or contracted away....". The bill gives the power to determine a local appropriation or public service levels to an arbitrator. This could also essentially be the power to tax. Alaska (as well as other states) guards the power of

appropriation, and has asserted the power to non-appropriate negotiated contracts and even court judgments, when deemed necessary.

Current state law presently sets no standards for interest arbitrators. Many states have such standards. If standards were set (e.g. consider local tax rates, etc.) it could reduce the occurrence of arbitrator's decisions that conflict with local appropriation and tax policy. An arbitrator may consider whatever issues they want to and many may have little or no knowledge of local financial issues.

The development of draft changes to state statutes regarding interest arbitration would require significant work and negotiation by state and local government and labor officials. AML would be pleased to participate in this effort if the decision is made to explore this approach.

Sincerely,



Kevin Ritchie
Executive Director

cc: Representative Tom Brice
AML Board of Directors
Legislative Committee Chairs
Education and Local Government Subcommittee



Representative Tom Brice

ALASKA STATE LEGISLATURE

119 N. Cushman, Ste. 205
Fairbanks, AK 99701
907-456-7423 / Fax: 451-9233

While in Juneau
State Capitol
Juneau, AK 99801-1182
907-465-3466

REPRESENTATIVE TOM BRICE SPONSOR STATEMENT for HB 1

HB 1 puts meaning back into the term binding arbitration. There are two tools available to employees to achieve finality when bargaining collectively, binding arbitration and the strike. Class (a) (1) public employees are not allowed to strike by law. Instead they have been statutorily given the right to go through binding arbitration as an alternative.

Problems arise when a contract is placed before a governing board such as a city council, which either approve or disapprove the contract. If the council disapproves the contract, the employees have no avenue to seek redress. They are left without a contract. Employees that have the right to strike have that option to compel further discussion of their contracts. HB 1 will give a contract to those employees who do not have legal authority to strike.





Representative Tom Brice
ALASKA STATE LEGISLATURE

119 N. Cushman, Ste. 205
Fairbanks, AK 99701
907-456-7423 / Fax: 451-9293

While in Juneau
State Capitol
Juneau, AK 99801-1182
907-465-3466

Memorandum

To: Representative Andrew Halcro, Co-chairman Community & Regional Affairs

From: Representative Tom Brice 

Date: January 26, 1999

RE: HB 1: Municipal collective bargaining contracts

I respectfully request that this bill be scheduled for a hearing in your committee. Attached are all the pertinent backup materials requested.





Representative Tom Brice
ALASKA STATE LEGISLATURE

119 N. Cushman, Ste. 205
Fairbanks, AK 99701
907-456-7423 / Fax: 451-9293
While in Juneau
State Capitol
Juneau, AK 99801-1182
907-465-3466

Memorandum

To: Representative Andrew Halcro, Co-chairman, Community & Regional Affairs

From: Representative Tom Brice 

Date: January 26, 1999

Re: Sectional Analysis, HB 1

Section 1 amends AS 23.40.215 labor funding and legislative approval, to provide that there is an exception to the section listed under a new subsection (d).

Section 2 is subsection (d) of 23.40.215. It states that an agreement negotiated between class (a) (1) public employees and a municipality constitutes a contract whether or not it is funded. It also specifies that if the two groups are not able to come to an agreement and call in an arbitrator, the monetary terms of an arbitration award constitutes a contract, whether or not they are funded.

Section 3 provides that the act applies to agreements and arbitration that take place after the effective date.



CS FOR HOUSE BILL NO. 1(CRA)

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-FIRST LEGISLATURE - FIRST SESSION

BY THE HOUSE COMMUNITY AND REGIONAL AFFAIRS COMMITTEE

Offered:
Referred:

Sponsor(s): REPRESENTATIVE BRICE

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to collective bargaining agreements and arbitration awards of
2 municipal police and fire protection employees."

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

4 * Section 1. AS 23.40.215(a) is amended to read:

5 (a) Except as provided in (d) of this section, the [THE] monetary terms of
6 any agreement entered into under AS 23.40.070 - 23.40.260 are subject to funding
7 through legislative appropriation.

8 * Sec. 2. AS 23.40.215 is amended by adding a new subsection to read:

9 (d) An agreement negotiated by a municipal public employer and a bargaining
10 organization as the representative of police or fire protection employees that has been
11 approved by vote of the governing body of the municipality and by the bargaining
12 organization constitutes a contract between the municipality and the bargaining
13 organization. The monetary terms of an arbitration award made under AS 23.40.200(b)
14 as a result of an impasse or deadlock in collective bargaining between a municipal

1 public employer and police or fire protection employees shall be treated as a contract
2 between the municipality and the bargaining organization representing the police or fire
3 protection employees.

4 * Sec. 3. This Act applies to agreements reached on or after the effective date of this Act
5 and to arbitration awards in cases of deadlocks or impasses submitted to arbitration under
6 AS 23.40.200(b) on or after the effective date of this Act.

**Municipality
of
Anchorage**



P.O. Box 196650
Anchorage, Alaska 99519-6650
Telephone: (907) 343-7968
Fax: (907) 345-7978
<http://www.ci.anchorage.ak.us>

Rick Mystrom, Mayor

March 17, 1999

OFFICE OF THE EXECUTIVE MANAGER

Representative Norm Rokeberg
Alaska State Legislature
State Capitol
Juneau, AK 99801

MAR 17 1999

Re: House Bill 1, "Collective Bargaining Agreements & Arbitration Awards"

Dear Rep. Rokeberg:

This is in response to your inquiry regarding our position on the referenced bill.

The Municipality of Anchorage does not bargain under PERA, so there would be no direct effect on existing bargaining agreements. However, we are concerned that the bill represents erosion of a crucial municipal power, the power of appropriation.

The Municipality has been confronted with several arbitration awards recently that have attempted to go far beyond the authority envisioned by the Municipality or the various unions. This bill would give an arbitrator powers that was not contemplated by either party to the contract and would have direct financial impacts on a municipality's operations.

There may also be constitutional issues surrounding the bill. Article IX, Section 1 says, "The power of taxation shall never be surrendered. This power shall not be suspended or contracted away..." Clearly this bill strips from the assembly the power to tax and gives it to an arbitrator.

We hope you will consider these points as you review this bill. While it may be well intentioned, it clearly causes major problems for municipalities.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Rogers".

Tim Rogers
Legislative Program Coordinator

HB

4

ALASKA STATE LEGISLATURE

Interim:

600 East Railroad Avenue
Wasilla, Alaska 99654
(907) 375-1842
Fax -(907) 373-4729



Session:

State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
Fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING DISTRICT 26

SPONSOR STATEMENT **HOUSE BILL 4** Representative Vic Kohring

Daylight Savings Time was first used by Germans in World War I in order to save energy. The United States, including Alaska, adopted daylight savings time in 1967. In 1972, Arizona, Hawaii, Puerto Rico and part of Indiana opted not to recognize Daylight Savings Time.

At lower latitudes, daylight savings time brightens evenings by taking an hour of morning light and pasting it on the end of the day. This knocks states that follow Daylight Savings Time an hour out of tune with the sun; The sun is at its zenith at 1 p.m. instead of noon.

In Alaska, Individuals who are required to work with solar time in interior Alaska work with ADT during the winter and AD2T (Alaska double Daylight Time) during the summer. Nome and other parts of Western Alaska individuals use AD2T in the winter and AD3T (Alaska Triple Daylight Time) in the summer. Noon occurs at 3:00 p.m.

Given Alaska's northern latitude the advantages of Daylight Savings Time are short live as compared to the inconveniences of having to remember and comply with the time change twice a year as well as the incorporated costs associated with the time change.

I would appreciate your support.

ALASKA STATE LEGISLATURE



Interim:
600 East Railroad Avenue
Wasilla, Alaska 99654
(907) 373-1842
fax - (907) 373-4729

Session:
State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING
DISTRICT 26

SECTIONAL ANALYSIS HOUSE BILL 4

Title: An act rejecting the use of daylight saving time.

Section 1: Adds a new chapter to AS 01 which will exempt Alaska from observation the advancement of time, also known as daylight savings time, between 2:00 a.m. on the first Sunday in April and 2:00 a.m. on the last Sunday in October in each calendar year.

FISCAL NOTE

STATE OF ALASKA
1999 LEGISLATIVE SESSION

BILL NO. HB 4

Revision Date/Time (Note if correction) _____ Dept. Affected All state agencies
 Title An Act rejecting the use of daylight saving time BRU _____
 Component _____
 Sponsor Rep. Kohring _____
 Requester House World Trade & State/Federal Relations Comm. Component Serial No. _____

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2000	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
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CHANGE IN REVENUES ()						
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FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
Other (Specify Type)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY99) cost: 0.0

POSITIONS

Full-time						
Part-time						
Temporary						

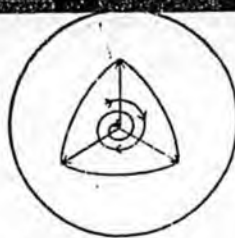
ANALYSIS: (Attach a separate page if necessary)

This bill would not have a significant fiscal impact on any state agency.

Prepared by Annalee McConnell, Director *AK/AMC* Phone 465-4660
 Division Office of Management and Budget *D. Ramseur* Date/Time 2/25/99 3:16 PM
 Approved by Commissioner David Ramseur, Deputy Chief of Staff Date _____
 Agency Office of the Governor

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**KEN MARKVE
TRANSPORTATION ENGINEER**

8433 Peck Avenue
Anchorage
Alaska 99504
7 February 1999

Vic Kohring
State Representative
Room 421
State Capitol
Juneau, AK
99801

Mr. Kohring:

With respect to conversations with your staff see the attached letter and note the reasons below for eliminating Daylight Savings Time in Alaska.

1. With the surplus of daylight, DST is unneeded for either light or energy.
2. Although difficult to document there are more accidents after the change.
3. Approximately one million personal clocks and many transportation schedules need to be changed.
4. Because of changes in dark and daylight in Alaska, persons with sleep disorders suffer thru the DST changes.
5. The Native Alaskans and the outdoorsmen who live by the real sun, suffer an imposition if not a danger while navigating , from the DST changes.
6. Tourists are confused when the sun reaches the zenith at 2:00 pm ADT.

Time zones were invented to keep the transcontinental trains running on a schedule. Prior to this local clocks were set for a noon when the sun reached a summertime zenith.

Since DST is unnecessary, places the state at risk for transportation accidents and is confusing to the travelling public, it should be abandoned.

See the attached letter for some additional ideas.

Ken Markve, PE

Past President of the Alaska Section, Institute of Transportation Engineers

A handwritten signature in cursive script that reads "Ken Markve". The signature is written in dark ink and is positioned below the typed name and title.

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198
"b)

"(1) that various studies of governmental and nongovernmental agencies indicate that daylight saving time over an expanded period would produce a significant energy savings in electrical power consumption;

"(2) that daylight saving time may yield energy savings in other areas besides electrical power consumption;

"(3) that daylight saving time over an expanded period could serve as an incentive for further energy conservation by individuals, companies, and the various governmental entities at all levels of government, and that such energy conservation efforts could lead to greatly expanded energy savings; and

"(4) that the use of daylight saving time over an expanded period could have other beneficial effects on the public interest, including the reduction of crime, improved traffic safety, more daylight outdoor playtime for the children and youth of our Nation, greater utilization of parks and recreation areas, expanded economic opportunity through extension of daylight hours to peak shopping hours and through extension of domestic office hours to periods of greater overlap with the European Economic Community."

Effect on state laws in effect on enactment of Act July 8, 1986. Act July 8, 1986, P. L. 99-359, § 2(c), 100 Stat 764, effective as provided by § 2(e) of such Act, which appears as a note to this section, provides: "(c) Any law in effect on the date of the enactment of this Act [enacted July 8, 1986]—

"(1) adopted pursuant to section 3(a)(2) of the Uniform Time Act of 1966 [subsec. (a)(2) of this section] by a State with parts thereof in more than one time zone, or

"(2) adopted pursuant to section 3(a)(1) of such Act [subsec. (a)(1) of this section] by a State that lies entirely within one time zone,

shall be held and considered to remain in effect as the exercise by that State of the exemption permitted by such Act [15 USCS §§ 260 et seq.] unless that State, by law, provides that such exemption shall not apply."

Adjustment by Federal Communications Commission. Act July 8, 1986, P. L. 99-359, § 2(d), 100 Stat. 764, effective as provided by § 2(e) of such Act, which appears as a note to this section, provides:

"(1) Notwithstanding any other law or any regulation issued under any such law, the Federal Communications Commission shall, consistent with any existing treaty or other agreement, make such adjustment by general rules, or by interim action pending such general rules, with respect to hours of operation of daytime standard amplitude modulation broadcast stations, as may be consistent with the public interest, including the public's interest in receiving interference-free service.

"(2) Such general rules, or interim action, may include variances with respect to operating power and other technical operating characteristics.

"(3) Subsequent to the adoption of such general rules, they may be varied with respect to particular stations and areas because of the exigencies in each case."

Effective date of § 2 of Act July 8, 1986. Act July 8, 1986, P. L. 99-359, § 2(e), 100 Stat. 765, provides: "This section [amending and adding notes to this section] shall take effect 60 days after the date of enactment of this Act [enacted July 8, 1986] except that if such effective date occurs in any calendar year after March 1, this section [amending and adding notes to this section] shall take effect on the first day of the following calendar year."

RESEARCH GUIDE

Federal Procedure L Ed:

10A Fed Proc, L Ed, Economic Development and Stabilization § 27:244.

§ 261. Zones for standard time; interstate or foreign commerce

RESEARCH GUIDE

Federal Procedure L Ed:

10A Fed Proc, L Ed, Economic Development and Stabilization § 27:244.

10A Fed Proc L Ed, Economic Development § 27:257.

§ 263. Designation of zone standard times

The standard time of the first zone shall be known and designated as Atlantic standard time; that of the second zone shall be known and designated as eastern standard time; that of the third zone shall be known and designated as central standard time; that of the fourth zone shall be known and designated as mountain standard time; that of the fifth zone shall be known and designated as Pacific standard time; that of the sixth zone shall be known and designated as Alaska standard time; that of the seventh zone shall be known and designated as Hawaii-Aleutian standard time; and that of the eighth zone shall be known and designated as Samoa standard time.

(As amended Nov. 30, 1983, P. L. 98-181, Title II, § 2003(a), 97 Stat. 1297.)

HISTORY; ANCILLARY LAWS AND DIRECTIVES

Amendments:

1983. Act Nov. 30, 1983, substituted "Alaska" for "Yukon"; substituted "Hawaii-Aleutian" for "Alaka-Hawaii"; and substituted "Samoa" for "Bering".

§ 266. A

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CHA

Section:

272a.

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state, except for 12 counties, where decision was not expected until after October 31, 1968; defendants' general policy of not enforcing Act was arbitrary and capricious in that it promoted confusion among citizens of Indiana and caused irreparable harm to plaintiffs and citizens and would continue to do so unless Act was enforced, particularly daylight saving time provisions until October 31, 1968; policy of non-enforcement was unreasonable, when applied to fact known to defendants that Act would not be changed by them until late 1968, after expiration of daylight saving time provisions. *Time Life Broadcast Co. v Boyd* (1968, SD Ind) 289 F Supp 219.

5. Jurisdiction

In view of specific designation of Federal District Courts as proper forum for enforcement of Uniform Time Act of 1966, state courts are excluded from any jurisdiction in connection therewith. *Whitmer v House* (1967) 198 Kan 629, 426 P2d 100.

There being as yet no authoritative federal precedent, it became original duty of state court to interpret and apply Uniform Time Act of 1966. *Michigan Farm Bureau v Hare* (1967) 379 Mich 387, 151 NW2d 797.

§ 261. Zones for standard time; interstate or foreign commerce

For the purpose of establishing the standard time of the United States, the territory of the United States shall be divided into eight zones in the manner provided in this section. Except as provided in section 3(a) of the Uniform Time Act of 1966 [15 USCS § 260a(a)], the standard time of the first zone shall be based on the mean solar time of the sixtieth degree of longitude west from Greenwich; that of the second zone on the seventy-fifth degree; that of the third zone on the ninetieth degree; that of the fourth zone on the one hundred and fifth degree; that of the fifth zone on the one hundred and twentieth degree; that of the sixth zone on the one hundred and thirty-fifth degree; that of the seventh zone on the one hundred and fiftieth degree; and that of the eighth zone on the one hundred and sixty-fifth degree. The limits of each zone shall be defined by an order of the Secretary of Transportation, having regard for the convenience of commerce and the existing junction points and division points of common carriers engaged in interstate or foreign commerce, and any such order may be modified from time to time. As used in this Act, the term "interstate or foreign commerce" means commerce between a State, the District of Columbia, the Commonwealth of Puerto Rico, or any possession of the United States and any place outside thereof.

(Mar. 19, 1918, ch 24, § 1, 40 Stat. 450; Apr. 13, 1966, P. L. 89-387, § 4(a), 80 Stat. 108; Jan. 12, 1983, P. L. 97-449, § 2(c) in part, 96 Stat. 2439.)

HISTORY; ANCILLARY LAWS AND DIRECTIVES

References in text:

"This Act", referred to in this section, is Act Apr. 13, 1966, P. L. 89-387, 80 Stat. 107, which appears as 15 USCS §§ 260 et seq. For full classification of this Act, consult USCS Tables volumes.

Amendments:

1966. Act Apr. 13, 1966 (effective 4/1/67, as provided by § 6 of such Act, which appears as 15 USCS § 260 note), substituted this section for one which read: "For the purpose of establishing the standard time of

within the United States or its territories un-
standards include the use of hard-metric for

ntract for the repair or replacement of parts
on upon the effective date of the Savings in

d lighting fixtures to coordinate dimension-

ed lighting fixtures is estimated to be equal
non-hard-metric recessed lighting fixtures.
the extent available, on cost or pricing data
on-hard-metric offers received for compa-
shall include in the writing required in this
develop the price estimates.

) of this section shall not apply to Federal
struction of facilities outside of the United

(b) and (c) of this section shall expire 10
tion Act of 1996.

agency that awards construction contracts
gnate a senior agency official to serve as a
sponsible for reviewing and responding to
suppliers, or their designated representa-

cy on the use of the metric system of
Federal buildings; and
t for services and materials required for
ederal buildings.

ndependent of the contracting officer for

that the agency is not implementing the
practical or is likely to cause significant
s in violation of the policy stated in sec-
consistent with guidance issued by the
agency Council on Metric Policy while
of 1975 [15 USCS §§ 205a et seq.] are

in writing within 60 days and make a
for an appropriate resolution thereto. In

policies and procedures in this section;
s and services from United States firms
d
ent.

ion regarding a recommendation of the
communicating the decision to all ap-
notifying personnel in the agency. The
s required to ensure the decision is
s, as needed. The head of the agency's
ny supporting documentation, shall be
ublic in a timely manner.

ede the bid protest process established
tes Code [31 USCS §§ 3551 et seq.].

P. L. 104-289, §§ 4, 5, 110 Stat. 3412,

0 DIRECTIVES

996", referred to in this section, is
:t Oct. 11, 1996, P. L. 104-289), as
205c n. c.

Effective date of section:

This section became effective 90 days after enactment, pursuant to § 6 of Act Oct. 11, 1996, P. L. 104-289, which appears as 15 USCS § 205c note.

Other provisions:

Applicability of section. Pursuant to § 6 of Act Oct. 11, 1996, P. L. 104-289, which appears as 15 USCS § 205c note, this section shall not apply to contracts awarded and solicitations issued on or before its effective date, unless the head of a Federal agency makes a written determination in his or her sole discretion that it would be in the public interest to apply one or more its provisions to such existing contracts or solicitations

STANDARD BARRELS

§ 231. Standard barrel for apples; steel barrels

RESEARCH GUIDE

Federal Procedure L Ed:

Food, Drugs, and Cosmetics, Fed Proc, L Ed § 35:414.

§ 232. Barrels below standard; marking

RESEARCH GUIDE

Federal Procedure L Ed:

Food, Drugs, and Cosmetics, Fed Proc, L Ed § 35:414.

§ 233. Penalty for violations

RESEARCH GUIDE

Federal Procedure L Ed:

Food, Drugs, and Cosmetics, Fed Proc, L Ed § 35:414.

STANDARD TIME

§ 260. Congressional declaration of policy; adoption and observance of uniform standard of time; authority of Secretary of Transportation

RESEARCH GUIDE

Federal Procedure L Ed:

10A Fed Proc, L Ed, Economic Development and Stabilization § 27:244.

§ 260a. Advancement of time or changeover dates

(a) **Duration of period; State exemption.** During the period commencing at 2 o'clock antemeridian on the first Sunday of April of each year and ending at 2 o'clock antemeridian on the last Sunday of October of each year, the standard time of each zone established by the Act of March 19, 1918 (15 U.S.C. 261-264) [15 USCS §§ 261 et seq.], as modified by the Act of March 4, 1921 (15 U.S.C. 265) [15 USCS § 265], shall be advanced one hour and such time as so advanced shall for the purposes of such Act of March 19, 1918 [15 USCS §§ 261 et seq.], as so modified, be the standard time of such zone during such period; however, (1) any State that lies entirely within one time zone may by law exempt itself from the provisions of this subsection providing for the advancement of time, but only if that law provides that the entire State (including all political subdivisions thereof) shall observe the standard time otherwise applicable during that period, and (2) any State with parts thereof in more than one time zone may by law exempt either the entire State as provided in (1) or may exempt the entire area of the State lying within any time zone.

(b), (c) [Unchanged]

(As amended July 8, 1986, P. L. 99-359, § 2(b), 100 Stat 764.)

HISTORY; ANCILLARY LAWS AND DIRECTIVES

Amendments:

1986. Act July 8, 1986 (effective as provided by § 2(c) of such Act, which appears as a note to this section), in subsec. (a), substituted "first Sunday in April" for "last Sunday in April".

Other provisions:

Congressional findings. Act July 8, 1986, P. L. 99-359, § 2(a), 100 Stat. 764, effective as provided by § 2(c) of such Act, which appears as a note to this section, provides: "(a) The Congress finds—

§71.10

boundary to the boundary between the United States and Mexico.

(c) [Reserved]

(d) *Points on boundary line.* All municipalities located upon the zone boundary line described in this section are in the mountain standard time zone.

[Amdt. 71-11, 35 FR 12318, Aug. 1, 1970, as amended by Amdt. 71-14, 38 FR 13725, May 25, 1973]

§71.10 Pacific zone.

The fifth zone, the Pacific standard time zone, includes that part of the continental United States that is west of the boundary line between the mountain and Pacific standard time zones described in §71.9, but does not include any part of the State of Alaska.

(Act of March 19, 1918, as amended by the Uniform Time Act of 1966 and Pub. L. 97-449, 15 U.S.C. 260-264; 49 CFR 1.59(a)).

[Amdt. 71-19, 48 FR 43281, Sept. 22, 1983]

§71.11 Alaska zone.

The sixth zone, the Alaska standard time zone, includes the entire State of Alaska, except as provided in §71.12 of this title.

(Act of March 19, 1918, as amended by the Uniform Time Act of 1966 and Pub. L. 97-449, 15 U.S.C. 260-264; 49 CFR 1.59(a)).

[Amdt. 71-19, 48 FR 43281, Sept. 22, 1983, as amended by Amdt. 71-20, 48 FR 55289, Dec. 12, 1983]

§71.12 Hawaii-Aleutian zone.

The seventh zone, the Hawaii-Aleutian standard time zone, includes the entire State of Hawaii and, in the State of Alaska, that part of the Aleutian Islands that is west of 169 degrees 30 minutes west longitude.

(Act of March 19, 1918, as amended by the Uniform Time Act of 1966 and Pub. L. 97-449, 15 U.S.C. 260-264; 49 CFR 1.59(a)).

[Amdt. 71-19, 48 FR 43281, Sept. 22, 1983, as amended by Amdt. 71-20, 48 FR 55289, Dec. 12, 1983]

§71.13 Samoa zone.

The eighth zone, the Samoa standard time zone, includes that part of the United States that is between 169 de-

49 CFR Subtitle A (10-1-98 Edition)

grees 30 minutes west longitude and 172 degrees 30 minutes west longitude, but does not include any part of the States of Hawaii and Alaska.

(Act of March 19, 1918, as amended by the Uniform Time Act of 1966 and Pub. L. 97-449, 15 U.S.C. 260-264; 49 CFR 1.59(a)).

[Amdt. 71-19, 48 FR 43281, Sept. 22, 1983, as amended by Amdt. 71-20, 48 FR 55289, Dec. 12, 1983]

PART 79—MEDALS OF HONOR

Sec.

79.1 Scope.

79.3 Application.

79.5 Investigation.

79.7 Award.

79.9 Design.

AUTHORITY: 49 U.S.C. 80504.

SOURCE: 61 FR 17578, Apr. 22, 1996, unless otherwise noted.

§79.1 Scope.

(a) This part implements 49 U.S.C. 80504, which authorizes the President of the United States to award a bronze medal for bravery to any person who, by extreme daring, risks his/her life in trying to prevent, or to save the life of a person in, a grave accident/incident in the United States that involves an interstate rail carrier or a motor vehicle being operated on public highways.

(b) The actions for which the medal may be awarded must reflect such unusual daring and bravery that a person would not normally be expected to perform them as a regular part of his/her regular work or vocation.

§79.3 Application.

(a) Any person may apply for the award of the medal described in §79.1, but only on behalf of another person, by writing to the Secretary of Transportation, Attention: Medals of Honor, within two (2) years of the action that is the subject of the application.

(b) Although no application form is required, the following information must be provided:

(1) Name, address, and telephone number of the person submitting the application.

(2) Name, address, and telephone number of the person on whose behalf the application is submitted.

ADN 4/12/22

End daylight time insanity

Were you late for church on Easter because you forgot to set your alarm clock ahead? Do you get a little irritated every April and October when we're faced with the nuisance of resetting all our clocks?

Why do we continue to put up with this inconvenience which serves no useful purpose? The only justification for keeping daylight-saving time is to make it easier to do business Outside. But eliminating it will affect only one hour a day for half the year. It's time to end this insanity.

There is a bill in the state House of Representatives, House Bill 4, that would end daylight-saving time in Alaska. If you're in favor of this, please call or send a POM to your representatives or to a member of the Labor and Commerce Committee, where HB 4 is presently tied up. Those members are Rep. Norm Rokeberg (chair), Rep. Andrew Halcro (vice chair) and Reps. John Harris, Lisa Murkowski, Jerry Sanders, Tom Brice and Sharon Cissna.

— Susan Abbott



of daylight-saving time.

Unfortunately, in today's world, most politicians seem to feel that life needs to be complicated. Elimination of daylight-saving time would be one small step in the right direction, and Alaska is the logical place to begin. After all, we are "X" number of hours ahead or behind all the rest of the world anyway. I never can remember which. We might even be allowed to do it. The feds are currently distracted blowing up buildings in a Third World country with million-dollar cruise missiles.

— Jeff Dolan
Anchorage

'Life in Hell' in bad taste

Matt Groening's "Life in Hell" cartoon, published in Friday's "8" section, is inappropriate. I was infuriated to find my teenager laughing over this material. For readers who may have missed it April 30, the graphic material related the shooting of a teacher and barbecuing of her body, not to mention sexual innuendo, mutilation of sexual organs, violence and hate crimes.

I'm no puritan. However, given the events in Littleton, Colo., I am surprised you would allow inflammatory material of this nature to be published. How hypocritical can the Anchorage Daily News be? While you print tomes of blather about gun control, the other side of your "socially responsible" mouth refuses accountability by rationalizing a self-serving, bigoted journalism. The Daily News proclaims a great and lofty responsibility to journalistic pursuit. Further, you preach self-righteous noncensorship and disavow social responsibilities and then turn a blind eye to granting an author's or artist's "editorial license." You must not be allowed to publish with impunity under the guise of a warped sense of moral superiority. At the very least, you are insensitive dolts and, at the worst, pillars of irresponsible behavior.

Most children lack experience and look to us for guidance. I continue to believe in and teach my children personal responsibility, and I encourage other parents not to give up on their children. However, when we decry material such as Groening's, among others, it's easy to see why children have a hard time understanding. That is, until it's them being shot or their friends.

Come now, Daily News, I ask you: Have you lost your sense of responsibility? If you cannot answer, then perhaps we should ask your advertisers.

— David LeNorman
Anchorage

It seems new power lines go mainly to people who are very rich or very connected or who are lucky enough to live near someone who is. Most of us must use part-time generators and forgo many niceties normal people take for granted, such as electric refrigerators.

Between trying to acquire Chugach and quabbling with the International Brotherhood of Electrical Workers, MEA has spent enough money to bring power to hundreds of new users at reasonable costs. And the IBEW is just as guilty for keeping expenses high over the years. It's clear that neither MEA nor IBEW has any real interest in helping ordinary people enjoy the benefits of commercial electricity.

I'm thoroughly disgusted with the whole crowd down in Palmer. I can only hope the appropriate regulatory agencies take notice and make all the selfish little children play nicely together. Then maybe I can see a power line in front of my place before we put a colony on Mars.

— Don Bowers
Talkeetna

Time to simplify time

"Daylight-saving time" is a classic example of bureaucratic double-talk and governmental regulation for the sake of complexity. I wish to thank Rep. Norm Rokeberg for bringing this issue to my attention in the May Anchorage Daily News (Letters). I had not heard of House Bill 4 and would like to express my complete support of the elimination

■ MORE LETTERS: The readers write. E-12

ALASKA STATE LEGISLATURE

House of Representatives

COMMITTEE ASSIGNMENTS

LABOR & COMMERCE COMMITTEE, CHAIRMAN
JUDICIARY COMMITTEE, MEMBER
LEGISLATIVE COUNCIL, MEMBER
SPECIAL COMMITTEE ON UTILITY RESTRUCTURING, MEMBER
SPECIAL COMMITTEE ON ECONOMIC DEVELOPMENT &
TOURISM, MEMBER



e-mail: Representative_Norman_Rokeberg@legis.state.ak.us

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FAX: (907) 269-0119

SESSION:
ALASKA STATE CAPITOL
JUNEAU, AK 99801-1182
PHONE (907) 465-4968
FAX: (907) 465-2040

Representative Norman Rokeberg

April 15, 1999

Letter to Editor
Anchorage Daily News
PO Box 149001
Anchorage, AK 99514-9001

FAX: (907) 258-2157

Dear Editor:

In recent issues of the Anchorage Daily News, I have seen support expressed for the elimination of daylight savings time. While my good friend and colleague, Rep. Vic Kohring (R-Wasilla), does have legislation before us proposing that (HB 4), I take an entirely different view. As Chairman of the House Labor & Commerce Committee and as a small businessman, I want to make sure that commerce in our state is not unduly impacted by legislation. It is my feeling that the commerce of the State of Alaska will suffer greatly if Alaskan eliminate daylight savings time.

The people who have contacted me supporting the elimination of daylight savings time have talked about the inconvenience of setting clocks back and forth, Alaska already having enough light, interruption of living schedules, sleep deprivation, body rhythms, etc.

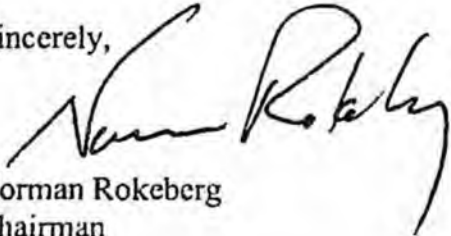
The people who have contacted me opposing the elimination of daylight savings time are concerned about putting Alaska out of step with financial markets and other business contacts. Remember that if Alaska eliminates daylight savings time, we would spend part of the year being five hours from the East Coast financial markets and our seat of federal government and two hours from our West Coast connections. Under the current time system, it is 4:00 a.m. in Alaska when it is 8:00 a.m. on the East Coast. By the time most Alaskans start business at 8:00 a.m., it is noon on the East Coast. While it may not seem like much, our Alaskan business need every hour they can to conduct their business across the Nation and across the world. Remember it is not only business that is impacted but, for example, if we wanted to fly to Seattle, part of the year we would be faced with a two-hour time difference and thus the loss of one hour of business or pleasure time when we reached our destination.

Letter to Editor
April 15, 1999
Page Two

So who, besides myself, opposes the elimination of daylight savings time: Alaska Forest Association, Greater Ketchikan Chamber of Commerce, NEA-Alaska, various individuals working in the financial market, and a growing number of other Alaskans who have contacted me.

Some may argue that other areas of the United States do not have daylight savings time (such as Arizona, Hawaii, and part of Indiana); however, it must be recognized that two of these states are closer to both coasts. Hawaii is normally one hour behind Alaska time. Frankly, it is my feeling that if the elimination of daylight savings time is the goal, that it should be a nationwide effort and be addressed through federal legislation. We do not need to piecemeal elimination of daylight savings time throughout the country.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Rokeberg". The signature is fluid and cursive, with the first name "Norman" written in a smaller, more compact script than the last name "Rokeberg", which is larger and more prominent.

Norman Rokeberg
Chairman
House Labor & Commerce Committee

Daylight Savings Time

Subject: Daylight Savings Time

Date: Sat, 17 Apr 1999 00:07:12 -0800

From: lloyd@customcpu.com (Loyd, Laura L.)

To: Representative_Norman_Rokeberg@legis.state.ak.us

I really hate the change. Leave the clocks alone in Alaska!

Laura Loyd

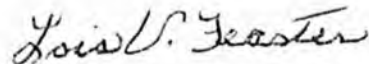
Palmer, AK 99645
April 14, 1999

Alaska State Capital
Labor and Commerce Committee
Juneau, AK 99801
Attn: Norm Rokeberg Chairman

Dear Sir:

I urge you to not delay getting House Bill 4 to the floor. We do not need daylight saving time in Alaska. I have lived here for for almost forty two years and see no advantage to having daylight saving time. It is nothing but a nuisance.

Very truly yours,



Lois V. Feaster
HCO 4 Box 7416
Palmer, AK 99645

APR 19 1999

Subject: House Bill 4

Date: Sat, 17 Apr 1999 15:18:08 -0700

From: David Bolt <bolt@ptialaska.net>

To: Representative_Norman_Rokeberg@legis.state.ak.us

Dear Mr. Rokeberg,

I understand that HB 4 (daylight savings time rejection) is currently in the Labor and Commerce Committee.

I would like to ask that you please pass this bill on for consideration by the house. I Believe Alaska has no need for daylight savings time and I have wanted to get away from it for a long time. Lets join the other brave states that have rejected daylight savings. Thank you very much.

Sincerely,
David Bolt

APR 19 1999

Subject: HB4

Date: Sun, 18 Apr 1999 15:27:30 -0800

From: Leora Pooler <reloop@alaska.net>

To: Representative_Norman_Rokeberg@legis.state.ak.us

Please continue working to eliminate daylight savings time.

Thank you,
Leora Pooler

APR 19 1999

April 16, 1999

Rep. Norm Rokeberg
Mail Stop 3100, State Capitol
Juneau, AK 99801-1182

Dear Rep. Rokeberg,

I would like to express my support for HB 4, ending daylight-saving time in Alaska. It was bad enough when our time zone was altered to be only one hour earlier than Pacific time. Anchorage, at 150 degrees west longitude, should be two hours earlier than Pacific time. With the addition of daylight-saving time, our clocks are now three hours different than "sun" time. Morning commutes continue in darkness, while we pull the shades at 10pm to exclude the light.

Sincerely,

A handwritten signature in cursive script that reads "Donald R. Ross". The signature is written in dark ink and is positioned below the word "Sincerely,".

Donald R. Ross
PO Box 3018
Palmer, AK 99645

APR 19 1999

Subject: HB 4

Date: Wed, 05 May 1999 07:13:28 -0800

From: Dave Campana <apothos@customcpu.com>

To: Representative_Norman_Rokeberg@legis.state.ak.us

Dear Honorable Representative Rokeberg:

I am writing this letter to request your support to eliminate Daylight Savings time in Alaska. I am a state employee in the Div of Medical Assistance. As you may know our main contractor First Health is in Richmond, VA. We work on a daily basis with First Health.

When we come into work at 8:00 a.m. they are going to lunch; therefore we cannot do any business with them until at least 9:00 a.m. and usually not until 10:00 a.m. which does not leave any time to accomplish much after the meeting.

If we did not have daylight savings time, we would come to work at 8:00 a.m. and for 6 months we would find First Health at 11:00 a.m. time to meet and accomplish something after the meeting. For the other 6 months we come in at 8:00 a.m. and they could meet at 1:00 p.m.

In reality this proposal would facilitate working with the Eastcoast unlike what some people are saying.

Please consider my letter and support eliminating daylight saving time.

Sincerely,

Dave Campana R.Ph.
3260 Legacy Dr.
Anchorage, AK 99516

907-273-3224

DKW

MAY 04 1999

January 5, 2000

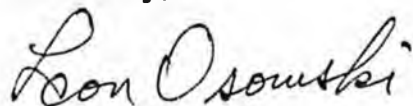
JAN 10 2000

Rep. Norm Rokeberg
716 W. 4th Ave. Suite 640
Anchorage, AK 99501

Dear Rep. Rokeberg:

I am writing to urge passage of HB-4, a bill to eliminate daylight savings time in Alaska. There is no impelling need for changing the clocks twice a year in Alaska. It is an absolute nuisance without benefit. Further, it causes an extreme imbalance of the day, particularly in the fall season. Some say it's necessary for business reasons, in dealings with Wall Street. The solution to that is to put the entire U.S. on one time zone. Let's not impose unnecessary discomforts and displeasures on the entire populace to satisfy a contrived "need" of a select few.

Sincerely,



Leon Osowski
Mile 2, Box ACR
Alexander Creek, AK 99695-0020

Subject: House Bill 4

Date: Mon, 27 Dec 1999 15:31:42 -0900

From: Lee and Jill Fishback <Lelandandjillfishback@gci.net>

To: Representative_Norman_Rokeberg@legis.state.ak.us

The Honorable Mr. Rokeberg:

The bill to take Alaska off of day light savings time has been referred to your Labor and Commerce Committee in the State House of Representatives.

Over the last couple of years I have done a lot of research on Daylight Savings time and have come up with the opinion that the State of Alaska would benefit from switching to Alaska Standard Time all year long.

Briefly, I would like to share with you some of the reasons I have found that support this bill. they are:

1. The twice yearly time change is difficult on young children and the elderly.
2. The State of Alaska receives little or no benefit of added daylight, from switching to Daylight Savings Time.
3. The States that have gone off daylight savings time (Arizona and Hawaii) have experienced no ill effects, but on the contrary have seen significant economic growth.
4. Each spring, during the week following the shift from daylight savings time, (because of an hours loss of sleep), we see an increase in motor vehicle accidents, up as much as 8% in some areas.
5. School teachers have reported a problem with tired students in the morning hours, following the spring time change.

Thank you for your time, and please consider House Bill 4 as a Bill that would benefit all Alaskans.

Respectfully,

Leland Fishback

P.S. Here is a fun quote that my daughter came home from school with, concerning Daylight Savings time.

Daylight Savings time: Why are we saving it, and where are we keeping it?

Respectfully

Leland Fishback

Daylight Savings Time: Why are we saving it, and where are we keeping it?

ALASKA STATE LEGISLATURE



Interim:
600 East Railroad Avenue
Wasilla, Alaska 99654
(907) 373-1842
Fax -(907) 373-4729

Session:
State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
Fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING
DISTRICT 26

MEMORANDUM

Date: March 8, 1999

Subject: Request for hearing

To: Representative Norman Rokeberg, Chairperson
Labor and Commerce Committee

From: Representative Vic Kohring *Vic*

I wish to request a committee hearing to be scheduled for HB 4, elimination of daylight savings time.

Subject: House Bill 4

Date: Tue, 29 Feb 2000 11:41:16 -0900

From: Representative Norman Rokeberg <Representative_Norman_Rokeberg@legis.state.ak.us>

Organization: Alaska State Legislature

To: sbisslan@alaska.net

CC: Janet Seitz <Janet_Seitz@legis.state.ak.us>

Ms. Bissland,

Thank you for your e-mail message regarding HB 4. I believe Alaska should remain as close to and part of the USA.

Sincerely,

N.R.

Facsimile Cover Sheet

To:	Representative Rokeberg
Company:	
Phone:	
Fax:	1 907 465-2040
From:	Margaret Oswald
Company:	
Phone:	+1(907)349-8595
Fax:	+1(907)522-4792
Date:	4/15/99
Pages including this cover page:	2

Comments:

APR 15 1999

3260 Amber Bay Loop
Anchorage, AK 99515
April 15, 1999

Subject: House Bill 4: Please Stop Daylight Savings Time
Dear Representative Rokeberg:

Every spring I feel energized by the increased daylight and feel good that I can start to accomplish more than the week before, then comes daylight savings time. It is like I am climbing out of the winter pit and get slapped back by daylight savings jet lag. My older children adjust just fine, but the baby did not. It is still difficult to get everyone off to school on time with me and the baby adjusting slowly. I thought I was only one of a few people that has such problems with it. But then I started talking to my friends. It seems that even the most organized of them still has trouble with it. I then saw a letter in the Anchorage Daily News that mentioned House Bill 4.

With the extremes in daylight in Alaska, daylight savings makes no sense at all. It does help us stay in cycle with the lower 48, but it puts us out of cycle with the rest of the world. It seems that Alaskans are very involved all around the world. This is truer all the time with increased Internet use. Indiana as well as some other states do not use daylight savings time either.

There are many expenses involved with Daylight Saving: the reminder advertising, setting time aside for maintenance workers to change all the clocks, not to mention missed work and arriving late do to the time change.

I encourage you to support House Bill 4 and do away with Daylight Savings Time in Alaska. I hope that our federal representatives would also do away with it on a national level.

Sincerely,

Margaret Oswald

daylight savings time

APR 15 1999

Subject: daylight savings time

Date: Wed, 14 Apr 1999 20:53:17 -0800

From: The Williams Family <williams.group@worldnet.att.net>

To: "representative_norman_rokeberg@legis.state.ak.us" <Representative_Norman_Rokeberg@legi.

Dear Sirs and Madams;

I and my family are requesting that you and your fellow representatives pass a bill that will end the "daylight savings time" requirement for Alaska. In our opinion it serves no good purpose for us, but is a great inconvenience.

Thank you in advance for your consideration.

Sincerely,

Roger, Rebecca and Preston Williams
10601 Dolly Madison Circle
Eagle River 99577

696.6065
williams.group@worldnet.att.net

POM for Representative Rokeberg

From: Mr. Michael Mitchell
6626 Foothill Dr

Telephone: 338-2254

Anchorage, AK 99504

NON Constituent

Registered Voter: Y

Bill: HB 4 Title: ELIMINATE DAYLIGHT SAVING TIME
Message:

SET ONE STANDARD TIME THROUGHOUT ALASKA.

Entered in ANC on 4/09/99 POMID: 3581

Distribution: 60

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Message 54 out of 55.

POM for Representative Rokeberg



From: s. Gloria N Mitchell
6626 Foothill Dr

Telephone: 338-2254

Anchorage, AK 99504

NON Constituent

Registered Voter: Y

Bill: HB 4 Title: ELIMINATE DAYLIGHT SAVING TIME
Message:

SET ONE STANDARD TIME THROUGHOUT THE YEAR IN ALASKA.

Entered in ANC on 4/09/99 POMID: 3708

Distribution: 60

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5025 7202 7

TO

AMR

DATE

3-9

TIME

9:35

AM

PM

FROM

Caren Day

AREA CODE

NO.

OF

Keybank - general employee

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*Opposed to hb 4. Would
make business harder*

SIGNED

Amr

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CALL

WANTS TO
SEE YOU

WILL CALL
AGAIN

WAS IN

URGENT

Regarding H.B. 4.

MAR 30 1999

Stay on Standard Time all year Rep from Alaska
As a Southeastern resident I am very opposed
because it will seriously affect us down here.

① In the summer we will be behind the sun, i.e. short evenings - very long mornings. This affects the outdoor lifestyle when, in the shoulder season, darkness comes early.

② It will put us 2 hours behind Seattle time Rupert & Whitehorse. I day hike with Whitehorse friends & a huge time difference of this type will probably put a stop to our hikes

③ Customs will close at 10:00 pm. (It used to be midnight before times were changed the first time) Open at 6:00 am. 10:00 pm is too early for late night drivers.

④ It will make our differences much greater with the rest of the U.S. & keep us out of sync to their clock setting.

I understand that to people living in the Anchorage area & ~~border~~ interior, it does not make sense changing the clocks to Daylight Savings, but to us the difference is huge! Please understand this.

I suggest (a) we stay on a time comparable to Daylight Savings all year

or (b) S.E. is on a different time zone from the rest of the state

or (c) stay the way we are

Thanks.

Margaret H. Piggott

P.O. Box 584, Haines, AK 99827

(907) 766-2618

POM for Representative Rokeberg



From: Mr Charlie Akers
PO Box 1

Telephone: 745-3477

Palmer, AK 99645

NON Constituent

Registered Voter: Y

Bill: HB 4 Title: ELIMINATE DAYLIGHT SAVING TIME
Message:

I STORNGLY OPPOSE THIS BILL. BASICALLY I DO NOT WANT TO SEE US SEPARATED FROM THE LOWER 48 BY AN EXTRA HOUR DURING THE SUMMER MONTHS. IT WOULD MAKE SCHEDULING AND CONTACTS DIFFICULT WITH FIVE HOUR TIME DIFFERENCE FROM THE EAST COAST AND TWO HOURS FROM THE WEST CONTEST.

Entered in MAT on 4/06/99 POMID: 3104

Distribution: 12

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Message 2 out of 55.

POM for Representative Rokeberg



From: Mr. Mark Kelso
PO Box 1358

Telephone: 443-3291

Nome, AK 99762

NON Constituent

Registered Voter: Y

Bill: HB 4 Title: ELIMINATE DAYLIGHT SAVING TIME
Message:

I FAVOR KEEPING ALASKA ON DAYLIGHT SAVINGS TIME. CONDUCTING BUSINESS WITH OTHER AREAS OF THE NATION IS ALREADY SOME WHAT MORE DIFFICULT, DUE TO THE TIME ZONE DIFFERENCE. PLACING ALASKA ONE HOUR FURTHER BEHIND THE OTHER 48 CONTIGUOUS STATES WOULD FURTHER EXASPERATE THIS PROBLEM. DO NOT SEPARATE ALASKA ANY MORE TIME WISE FROM THE REST OF THE NATION.

Entered in NOM on 1/25/99 POMID: 111

Distribution: 60

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Message 1 out of 55.

Subject: Daylight Savings Time -- AFA feedback

Date: Mon, 29 Mar 1999 17:42:28 -0900

From: "Jack E. Phelps" <jephelps@worldnet.att.net>

To: <Representative_Norman_Rokeberg@legis.state.ak.us>

CC: "Thyes J. Shaub" <Thyes@aol.com>

MAR 30 1999

Dear Norm:

Thyes just alerted me to HB4 which would eliminate the use of Daylight Savings Time in Alaska. **This is a terrible idea.** I work closely with the Alaska Congressional Delegation and am regularly on the telephone with a number of other offices in Washington, D.C., Federal and private. We already have a 4 hour time difference, and I am often in the office by 5:00 am so that I can deal with D.C. issues before lunch, their time. Adding another hour to the problem for half of the year would just add further inconvenience to those of us who must deal with the Federal government. In addition to the telephone problem, I also frequently travel to D.C. (11 times last year, twice so far this year.) I leave Ketchikan at 8:30 am and arrive in D.C. at about 10:30 pm. HB4 would make this situation worse as well. **PLEASE DON'T ALLOW THIS BILL TO MOVE ANY FARTHER THROUGH THE LEGISLATIVE PROCESS.** I cannot imagine a good reason to throw another difficulty in the way of Alaska businesses, which is exactly what this bill would do. Thanks for asking for our thoughts on the matter.

Jack E. Phelps
Executive Director
Alaska Forest Association
111 Stedman, Suite 200
Ketchikan, Alaska 99901
jephelps@worldnet.att.net