Opinion Editorial 2019 Haines Borough Contracts Jordan Adams, Business Manager – Local 71

My name is Jordan Adams. I am the Business Manager for Public Employees Local 71, and I'd like to explain some basics related to contract bargaining.

Our Bargaining Unit recently completed our scheduled contract negotiations with the Haines Borough. We are now at the juncture where those details have been presented fully to the employees and employer, and both parties may approve or reject those details.

Confidentiality in preliminary negotiations has traditionally best served the employer, protecting those employers who may be perceived as significantly devaluing employees with their initial terms. Seasoned elected and appointed officials have long valued this point. While Local 71 has largely dealt with well-intended employers; some employers initial terms, especially those presented by new negotiators, risk longstanding damage to their working relationships. Well respected officials honor their charge to honesty and accuracy. One assembly member, who was excluded by their peers from the committee they desired, and had their ideas rejected on this issue in public, now wants to redirect your gaze to false interpretations. Clearly a higher degree of confidence resides with our negotiated agreement than with this elected official.

One misleading distraction to this dialogue is a misinterpretation of simple math. Another is a lack of understanding of simple language. Here, I will help alleviate unnecessarily generated confusions. Costs are capped in this agreement, and that is clearly stated. Additionally, compliance and transparency for hours worked and approved is provided.

Our members are taking a chance on School Bond Debt Reimbursement in partnership with their employer. If these funds are not realized by the Borough, they are not realized by the workers. Multiple scenarios were included in this agreement related to possible levels of funding from the State of Alaska. These funding scenarios are clearly articulated in the negotiated language. In fact, they're even numbered. Attempts to assert doomsday predictions based on a stacked formula are best suited to fantasy league forums

A 4.5% raise to all employees is false. Initial hires will experience a new and increased "Step 1" at this rate. Currently, employees in these job classes are paid more than 4.5% below the market average for the same work in similarly sized similarly situated areas. Workers have options, and that hinders recruitment and retention in this community.

No leave accrual changes were made to the current contract. A plain language comparison will show exact structure. The Borough, like many entities, eliminated Sick Leave years ago. Leave accrues on an annual basis, and employees with 10+ years accumulate more than new hires. This safety net protects members from injuries or illness that could be career ending without time to recover. Mandatory leave taken yearly was negotiated for budget stability. This helps temper unforeseen mass leave cash-outs.

Overtime is not a "reward," nor is it unilaterally taken by employees. In compliance with state and federal law, PD, Emergency Services, and Maintenance staff work overtime shifts approved by their department head, and the City Manager. Life, health, and safety precedent has determined these duties "necessary." Perhaps one assembly member disagrees that safe drinking water, removal of transportation hazards, and general public safety are as necessary as congress and the judiciary have determined.

According to the Final Rule of the Fair Labor Standards Act (FLSA), "Most state and local government employees may accrue up to 240 hours of comp time. Law enforcement, fire protection, and emergency response personnel, as well as employees engaged in seasonal activities (such as employees processing state tax returns) may accrue up to 480 hours of comp time." Suddenly, that 40 hours, or 1/6th to 1/12th of the time referenced, becomes a toothless argument for excess.

We're proud of this final agreement. It benefits both the employer and employee. Our members have understood this and ratified the contract details.

I am confident in the continued support of our members and our contract by the citizens of Haines. It is a pleasure to represent such a great bunch of people who are working hard for Alaska.

Jordan Adams

^{*}Jordan Adams is the Business Manager for Alaska Public Employees Local 71 representing members employed with the Haines Borough.