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1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2

CS FOR SENATE BILL NO. 15 (HESS)

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

SIXTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to continuation of the provisions of
7 certain terms of a teacher's expired contract, nonre-
8 tention of teachers, and teacher layoffs; including
9 public school employees in the Public Employment
10 Relations Act as class (a)(2) employees entitled to a
11 limited right to strike; establishing unrevised,
12 uncompromised last-best-offer package arbitration for
13 resolution of the collective bargaining process for
14 public school employees; and providing for an effec-
15 tive date."

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

17 * Section 1. AS 14.20.158 is amended to read:

18 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. When [CONTINUA-
19 TION OF] the provisions of a teacher's contract are continued under
20 AS 14.20.145 or 14.20.155, the salary paid to a teacher before new
21 contract terms are agreed upon shall be determined by the salary
22 schedule set out in the prior contract based on the teacher's years of
23 experience and education as of the beginning of the prior school year.
24 Continuation of the contract terms under those sections does not limit
25 the right of the employer to

26 (1) [AFFECT THE ALTERATION OF THE TEACHER'S SALARY IN
27 ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY STATE LAW, OR IN
28 ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO ALL TEACHERS IN
29 THE DISTRICT AND ADOPTED BY BYLAWS;

1 (2) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the teacher
2 to any teaching, administrative, or counseling position for which the
3 teacher is qualified; or

4 (2) [(3) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the
5 teacher, as is reasonably necessary, to any school in the district.

6 * Sec. 2. AS 14.20.175(b) is amended to read:

7 (b) A teacher who has acquired tenure rights is subject to
8 nonretention for the following school year only for the following
9 causes:

10 (1) incompetency, which is defined as the inability or the
11 unintentional or intentional failure to perform the teacher's custom-
12 ary teaching duties in a satisfactory manner;

13 (2) immorality, which is defined as the commission of an
14 act which, under the laws of the state, constitutes a crime involving
15 moral turpitude;

16 (3) substantial noncompliance with the school laws of the
17 state, the regulations or bylaws of the department, the bylaws of the
18 district, or the written rules of the superintendent; or

19 (4) a necessary reduction of staff, as determined by the
20 school board, occasioned by a decrease in school attendance or by a
21 reduction in funds available to the school district.

22 * Sec. 3. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
23 40.250(6), the certificated and noncertificated employees of a school
24 district are considered public employees for purposes of AS 23.40.070 -
25 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
26 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

27 (b) The certificated and noncertificated employees of a school dis-
28 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
29 standing AS 23.40.200(c), in a dispute between a school board of a school

1 district and an employee bargaining organization, if an impasse or deadlock
2 exists after the issuance of an injunction, the parties shall submit to
3 arbitration to be carried out under sec. 4 of this Act.

4 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
5 ment entered into between a school district and its employees are not
6 subject to approval by the legislature.

7 (d) Nothing in this Act or in AS 23.40.070 - 23.40.260 may be con-
8 strued as an abrogation or delegation of the legal responsibilities, pow-
9 ers, and duties of the school board, including its right to make final
10 decisions on policies.

11 * Sec. 4. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
12 ing agreement between a school board and an employee bargaining organiza-
13 tion must include a procedure to promptly select an arbitrator. If the
14 parties are unable to agree on a procedure for the selection of an arbitra-
15 tor, the parties shall use the services of and comply with the procedures
16 of the American Arbitration Association in the selection of an arbitrator.

17 (b) If an impasse or deadlock has occurred between a school board and
18 an employee bargaining organization after a strike has been enjoined, the
19 parties shall submit to last-best-offer package arbitration. A party may
20 not submit an offer as part of its package to the arbitrator unless the
21 offer was presented to the other party during the collective bargaining
22 negotiations. After each party has submitted its package to the arbitra-
23 tor, the arbitrator shall allow each party a reasonable time to modify its
24 package in response to the offer of the other party. Each party may submit
25 to the arbitrator oral and written evidence in support of its position, and
26 must be given an opportunity to respond to the presentation of evidence by
27 the other party. The arbitrator may not propose compromises to points in
28 dispute. At the request of either party, or on the motion of the arbitra-
29 tor, the arbitrator may conduct a public meeting to allow the parties to

1 present and explain their positions and final offers. A party may not
2 revise its last best offer after submission to the arbitrator.

3 (c) The arbitrator shall, without modification, adopt the total
4 package of final offers of one of the parties, and shall issue a final and
5 binding decision not more than 10 days after the parties have submitted
6 evidence to the arbitrator in support of their positions or after the
7 public meeting on the issue, whichever is later.

8 (d) The parties shall share the cost of the arbitrator equally.

9 (e) In this section, "school board" means the school board of a
10 school district and the Board of Education for the state boarding school.

11 * Sec. 5. TEACHER LAYOFF. (a) If the arbitrator's decision under sec.
12 3 of this Act increases the cost to the school district of certificated
13 employee salaries, benefits, or both, from the cost of those items as
14 proposed in the school board's last best offer, the school board has the
15 right to lay off certificated employees at any time during the term of the
16 collective bargaining agreement. To exercise its layoff rights, the school
17 board must give a certificated employee, whether tenured or nontenured, at
18 least 10 calendar days' notice of the layoff and the termination of the
19 employee's contract.

20 (b) The school board may not exercise the layoff right under this
21 section arbitrarily or capriciously.

22 (c) A teacher on layoff status is not entitled to be reemployed under
23 AS 14.20.145. A teacher on layoff status does not accrue leave. Time
24 spent on layoff status does not count toward the acquisition of tenure
25 rights. However, layoff status does not constitute a break in service for

- 26 (1) determining eligibility for tenure;
27 (2) retaining acquired tenure rights; or
28 (3) retaining accrued sick leave.

29 * Sec. 6. DEFINITIONS. (a) The definitions set out in AS 23.40.250

1 apply to secs. 3 - 7 of this Act.

2 (b) In secs. 3 - 7 of this Act, "school district" means a municipal
3 school district or a regional educational attendance area; in this sub-
4 section "regional educational attendance area" means an educational service
5 area in the unorganized borough that may or may not include a military
6 reservation, and that contains one or more public schools of grade levels
7 K - 12 or any portion of those grade levels that are to be operated under
8 the management and control of a single regional school board.

9 * Sec. 7. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
10 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
11 ing school, secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act apply to collec-
12 tive bargaining and negotiation by certificated employees. Notwithstanding
13 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
14 apply to the employees of the state boarding school who are not subject to
15 secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act.

16 * Sec. 8. This Act is repealed June 30, 1993.

17 * Sec. 9. Nothing in this Act terminates or modifies a collective bar-
18 gaining unit, recognition of exclusive bargaining representative, or col-
19 lective bargaining agreement if the unit, recognition, or agreement is in
20 effect on the effective date of this Act.

21 * Sec. 10. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
22 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
23 July 1, 1993.

24 * Sec. 11. This Act takes effect immediately under AS 01.10.070(c).