

HB

487

Original sponsors: Duncan, Brown,  
Buchholdt, et al

Offered: 2/22/80  
Referred Judiciary

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND  
SOCIAL SERVICES COMMITTEE

2 CS FOR HOUSE BILL NO. 487

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 ELEVENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to arbitration in teacher negotia-  
7 tions; and providing for an effective date."

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

9 \* Section 1. AS 14.20 is amended by adding a new section to read:

10 Sec. 14.20.585. ARBITRATION. (a) If the employee bargaining  
11 agency and the school board are unable to reach agreement by March 31 of  
12 the current school year or if the final mediation report is rejected by  
13 either party, the items at impasse shall be submitted to an arbitrator.  
14 Submission shall be by each party separately. Each submission shall  
15 state the final offer on each of the items at impasse, and only on those  
16 items, and shall be certified by the authorized representative of the  
17 employee bargaining agency or of the school board. The arbitrator shall  
18 select on an "item by item" basis the offer which he judges to be the  
19 most reasonable and equitable, and shall issue an award incorporating  
20 the selected offers without modification. The award of the arbitrator  
21 is final and binding on both parties. The award of the arbitrator is  
22 subject to judicial vacation only on the grounds specified in AS 09.43.-  
23 120 and is subject to judicial modification or correction only on the  
24 grounds specified in AS 09.43.130.

25 (b) The arbitrator shall be a person mutually acceptable to both  
26 parties, but if no person is agreed upon within 10 days following  
27 March 31 or the issuance of the final mediation report, whichever is  
28 earlier, the American Arbitration Association shall be asked to name an  
29 arbitrator. Within 10 days of the receipt of the request, the American

1 Arbitration Association shall appoint an Alaskan resident as arbitrator.  
2 The expenses of arbitration shall be shared equally by both parties.

3 (c) The arbitrator may not make an award

4 (1) which will require a municipality to increase its local  
5 tax rate to meet the cost of the award or will require an increase in  
6 state funding for a regional educational attendance area; and

7 (2) which incorporates union shop security provisions,  
8 including but not limited to union shop or agency shop provisions,  
9 unless the right not to join the bargaining organization is granted to  
10 an employee who has a religious conviction against associating in a  
11 bargaining organization based on the tenets or teachings of a church or  
12 religious group of which he is a member; if an employee who claims  
13 exemption from membership in the bargaining organization submits  
14 satisfactory evidence of his religious conviction to the labor relations  
15 agency, the agency shall declare the employee exempt from membership in  
16 the bargaining organization; if exempted from membership in the bargain-  
17 ing organization, an employee shall pay an amount equal to the regular  
18 dues, initiation fees, and assessments of the bargaining organization to  
19 the bargaining organization; failure of an exempted employee to pay  
20 dues, fees, or assessments subjects him to the penalty for nonpayment of  
21 dues by a member of the bargaining organization; a bargaining organ-  
22 ization receiving a payment from a person exempted from membership in  
23 the bargaining organization shall contribute an amount equal to the  
24 payment to a charity; the charity to which the contribution is made may  
25 not be affiliated with a religious, labor or employee association; the  
26 bargaining organization shall submit proof of the contribution to the  
27 labor relations agency; in this paragraph "labor relations agency" means

28 (A) the council of a city which is a school district;

29 (B) the assembly of a borough or unified municipality;

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or

(C) the Department of Labor, with respect to regional educational attendance areas.

\* Sec. 2. AS 14.20.580(c) is repealed.

\* Sec. 3. This Act takes effect July 1, 1980.

[Teacher's Right to Strike?]

THE LEGISLATURE OF THE STATE OF ALASKA  
ELEVENTH LEGISLATURE

FISCAL NOTE

I. REQUEST

Bill/Resolution No. HB 487

Title An Act relating to arbitration in teacher negotiations

Requested by House HESS Date 1/24/80

II. FISCAL DETAIL

Agency Affected Department of Education

Program Category Affected Education

BRU, Program, or Subprogram(s) Affected \_\_\_\_\_

(Note: If more than one budget component is affected, separate line-item amounts and funding for each component in the analysis section.)

EXPENDITURES (Thousands of Dollars)

	FY 80	FY 81	FY 82	FY 83	FY 84	FY 85
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
<b>TOTAL</b>		0	0	0	0	0

FUNDING (Thousands of Dollars)

GENERAL FUND		0	0	0	0	0
FEDERAL FUNDS						
OTHER (Specify Fund Source)						

POSITIONS

FULL TIME						
PART TIME						
TEMPORARY						

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

Fiscal impact cannot be quantified.

IV. DATE 1/28/80

PREPARED BY William D. Thomson, Deputy Commissioner

AGENCY Department of Education

PHONE 465-2800

Original: Legislative Finance

cc: Budget and Management

Prime Sponsor (First Legislator Named)

LA61 1213 11.25 JA01 0027 11.26 02/29/80 9

TO ALL MEMBERS OF THE HOUSE JUDICIARY COMMITTEE

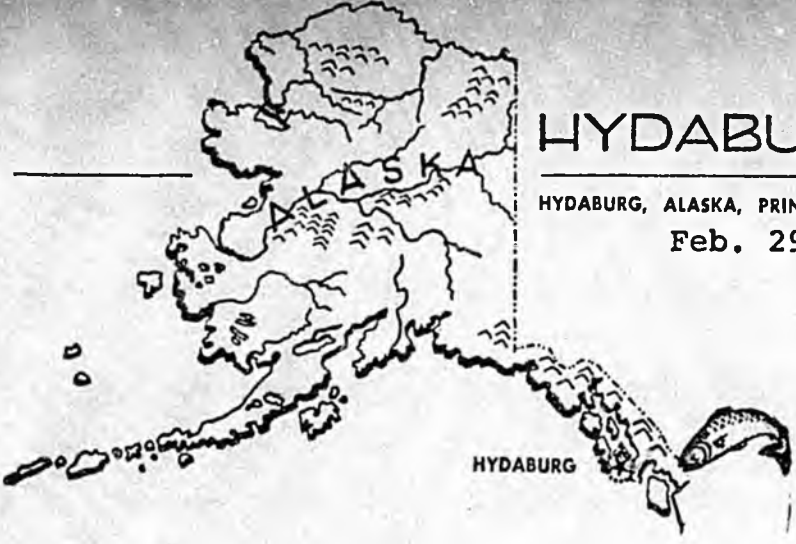
HOUSE BILL 487 WHICH PROVIDES FOR BINDING ARBITRATION WHEN AN IMPASSE IS MET DURING TEACHER NEGOTIATIONS, IS TOTALLY UN-ACCEPTABLE TO THE KODIAK CITY COUNCIL. ITS IMPACTS WOULD SURELY SPREAD TO OTHER GOVERNMENTAL AGENCIES WITHIN ALASKA.

SPEAKING ON BEHALF OF A MUNICIPALITY, THE KODIAK CITY COUNCIL OBJECTS TO THE ABRIGATION OF RESPONSIBILITIES AND DUTIES OF ELECTED LEGISLATIVE BODIES TO SET APPROPRIATIONS AND THEREBY ESTABLISH AND IMPACT THE CARDINAL RESPONSIBILITY OF SETTING TAXES.

BINDING ARBITRATION IS ANOTHER WAY OF DELEGATING RESPONSIBILITY AWAY FROM THE LEGISLATIVE BODIES AND ELECTED OFFICIALS FOR OPERATING THEIR AGENCY.

KODIAK CITY COUNCIL \

02  
3-6



# HYDABURG CITY SCHOOL

HYDABURG, ALASKA, PRINCE OF WALES ISLAND 99922

Feb. 29, 1980

Senator Clem Tillion  
Alaska State House of Representatives /Senate  
Pouch V-State Capitol Bldg.  
Juneau, Alaska 99811

Dear Senator Tillion:

This letter pertains to HB 487. I am against this bill because it attempts to accomplish along a union line, what we in rural Alaska School Districts have done on an amiable level of means.

Additionally, HB 487 by expanding what is bargainable, seeks to detract from the local school district those powers of local decision making via inappropriate channels of settling "arbitration in teacher negotiations." Finally, item (c) is totally impossible to implement.

Sincerely,

Sasha I. Soboleff  
Superintendent of Schools

SIS:de

cc: HCSD Board members

285-3491  
notified  
3/21/80

TESTIMONY OF LORI SEARS, NEA-ALASKA BEFORE THE JOINT MEETING OF THE HESS  
COMMITTEE - April 7, 1979

Working Conditions for Teachers

As a result of the narrow view School Boards are taking on items that are negotiable and the 1977 Supreme Court decision, we are seeking the inclusion of working conditions as negotiable items between teachers and their school boards.

The recent DOE Task Force report on Regional High Schools cited the high teacher turnover, among other things, as an interruption in the educational process of rural children. We believe that that high turnover, in part, is due to teachers not being properly informed of the demands placed upon them that are beyond the normal duties of a classroom teacher.

Many accept a teaching position and then discover their duties include additional non-instructional duties that have not been spelled out in the teaching contract or the negotiated agreement. Some of the activities required of teachers by districts are:

- Repair and maintain the school's generators
- Be present at all Community School Committee meetings, Parent advisory meetings for: Indian Education, Johnson O'Malley, Title I and Special Ed
- Supervise and handle paperwork (tends to be massive) for: janitors, cooks, and aides
- Supervise lunch hours
- Provide/supervise community recreation and/or activities like: town movies, dances, PE activities in the gym
- Emergency repairs to schools (if the roof leaks, fix it)
- Haul freight to school from airport or river

In our urban areas, the greatest working condition is the number of students one is required to teach without regard for the type of student who is to be instructed. With mainstreaming of the exceptional child being an integral part of our classrooms, teachers are finding classloads to be excessive when three or four severely handicapped youngsters are placed in already crowded classrooms. We support the education of all exceptional children in the least restrictive environment, but we do not feel proper attention has been given to the problems the classroom teacher faces when mainstreaming is done without regard to class size.

We feel that the negotiations table is a proper setting to discuss these duties and requirements placed upon teachers that have been narrowly construed to be policy matters rather than conditions pertaining to the fulfillment of our professional duties.



#### FOUR BARGAINING PRINCIPLES

1. Collective bargaining is not a process whereby the general form, quantity or quality of public services are to be, or should be, determined. It is not a process for the management of public services.
2. Collective bargaining is not a device to determine public policy except as it may be used to determine the wages and economic benefits that are to be provided for public employees.
3. Collective bargaining is not, nor should it be, a substitute for the proper functioning of a representative government.
4. Collective bargaining should not be permitted to constrain the proper functioning of representative government.

#### THE RIGHTS OF PUBLIC EMPLOYEES TO STRIKE Vs. THE RIGHTS OF THE PUBLIC.

Because of the basic nature of public services wherein there is no real alternative choice to the established public service, special consideration must be afforded to the protection of both the interests of the general public and the interests of the public employees.

The interests of the general public dictate that any accommodation for collective bargaining and strikes in the public services... ..especially in the public schools... must carefully weigh, and balance, the desire of the employees to organize, bargain and strike against the rights of the public to expect the continued and uninterrupted provision of the public services that public policy has determined should exist. For example, permitting legalized strikes by public employees so upsets the process that the general public cannot withstand the imbalance of power that so results.

Personnel of the board shall be employed pursuant to the provisions of chapter 19A.

5. Members of the board and other employees of the board shall be allowed their actual and necessary expenses incurred in the performance of their duties. All expenses and salaries shall be paid from appropriations for such purposes and the board shall be subject to the budget requirements of chapter 8.

Referred to in sec. 20.3(5)

**20.6 General powers and duties of the board.**

The board shall:

1. Administer the provisions of this chapter.

2. Collect, for public employers other than the state and its boards, commissions, departments, and agencies, data and conduct studies relating to wages, hours, benefits and other terms and conditions of public employment and make the same available to any interested person or organization.

3. Maintain, after consulting with employee organizations and public employers, a list of qualified persons representative of the public to be available to serve as mediators and arbitrators and establish their compensation rates.

4. Hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such power to a member of the board, or persons appointed or employed by the board, including hearing officers for the performance of its functions. The board may petition the district court at the seat of government or of the county wherein any hearing is held to enforce a board order compelling the attendance of witnesses and production of records.

5. Adopt rules in accordance with the provisions of chapter 17A as it may deem necessary to carry out the purposes of this chapter.

**20.7 Public employer rights.** Public employers shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.

2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.

3. Suspend or discharge public employees for proper cause.

4. Maintain the efficiency of governmental operations.

5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.

7. Take such actions as may be necessary to carry out the mission of the public employer.

8. Initiate, prepare, certify and administer its budget.

9. Exercise all powers and duties granted to the public employer by law.

**20.8 Public employee rights.** Public employees shall have the right to:

1. Organize, or form, join, or assist any employee organization.

2. Negotiate collectively through representatives of their own choosing.

3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.

4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

Referred to in sec. 20.10

**20.9 Scope of negotiations.** The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reductions, in-service training and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

Nothing in this section shall diminish the authority and power of the merit employment department, board of regents' merit system, educational radio and television facility board's merit system, or any civil service commission established by constitutional provision, statute, charter or special act to recruit employees, prepare, conduct and grade examinations, rate candidates in order of their relative scores for certification for appointment or promotion or for other matters of classification, reclassification, or appeal rights in the classified service of the public employer served.

All retirement systems shall be excluded from the scope of negotiations.

Referred to in secs. 20.10, 20.17

**20.10 Prohibited practices.**

1. It shall be a prohibited practice for any public employer, public employee or employee organization to willfully refuse to negotiate in good faith with respect to the scope of negotiations as defined in section 20.9.

P. O. BOX 179 SITKA, ALASKA 99835

JOHN E. COFFEE  
SUPERINTENDENT

January 30, 1980

Representative Thelma Buchholdt  
AK State House of Representatives  
Pouch V, State Capitol Building  
Juneau, AK 99811

Dear Representative Buchholdt:

I am writing because of my concern about two pieces of legislation that are before your H. E. S. S. Committee at this time. They are H.B. 487 and H.B. 453. The passage of these bills would result in the following:

- (1) give teachers the right to strike
- (2) allow school district classified employees the right to organize and strike
- (3) expand what is bargainable
- (4) provide binding arbitration in teacher bargaining

I believe that these bills together constitute a tremendous threat to local decision making and the local school board's right to operate a district responsibly and make some final decisions.

Binding arbitration would effectively place decision making authority in the hands of an entity outside the school district. This would be in direct contradiction to the local control theory of government. School boards are elected by law to manage the affairs of the district. They are, further, required by law to bargain in good faith on various items. This is currently done throughout the State. The result has been, generally, the highest paid teachers in the nation, working, in my view, in some of the best working conditions in the nation. I would refer you to the 1978-79 Alaska Association of School Boards publication entitled Survey of School District Budgeted Revenues, Expenditures, and Employee Benefits. It is my view that teacher unions are doing very well without having further advantages of binding arbitration, expanded bargainable items, and the right to strike.

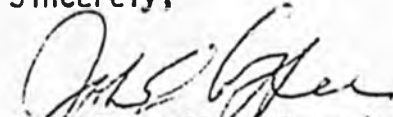
In Sitka, we have recently received an advisory arbitrator's report that the Board has approved and that the teacher's union will vote on

soon. Hopefully, this will be the culmination of negotiations that began in November of 1978. If the report is accepted we will have a beginning teacher salary here of over \$20,000. and a top salary of over \$36,000.

The school boards I have worked for in Juneau and Sitka have been made up of reasonable people whose main motives have been to serve the community they represent. Final decision making authority on items that are bargainable must not be taken away from such local officials and given to an outside arbitrator.

I am hopeful that the representative of the Alaska School Board's Association, Mr. Robert Greene, and the representative of the Alaska Association of School Administrators, Dr. Cliff Hartman, will be listened to carefully by the H. E. S. S. Committee when they discuss the ramifications of these proposed bills. It is vital that such legislation not become law.

Sincerely,



John E. Coffee, Superintendent  
Sitka Borough School District

cc: Senator Pete Meland  
Representative Richard Eliason  
Mr. Robert Greene, A. A. S. B.  
Dr. Cliff Hartman, A. A. S. A.  
Sitka School Board

JEC:vhv

LAW OFFICES

JOSEPHSON, TRICKEY & LORENSEN, INC.

210 NORTH FRANKLIN STREET  
JUNEAU, ALASKA 99801  
907 586-6994, 586-6997

JOE P. JOSEPHSON  
HOWARD S. TRICKEY  
RONALD W. LORENSEN\*  
NANCY R. GORDON  
TIM MacMILLAN

January 28, 1980

ANCHORAGE:  
425 "C" STREET  
SUITE 930  
ANCHORAGE, ALASKA 99501  
907 276-7133

\*Juneau

The Honorable Thelma Buchholdt  
Chairman  
House Health, Education and Social  
Services Committee  
State Capitol  
Pouch V  
Juneau, Alaska 99811

Re: HB 487, Relating to Arbitration and  
Teacher Negotiations

Dear Representative Buchholdt:

The following comments regarding HB 487 (Arbitration and Teacher Negotiations) are submitted on behalf of the Lower Kuskokwim School District.

HB 487 would mandate that binding arbitration be utilized as the final step in employment contract negotiations between teacher bargaining groups and local school boards. The issue of binding arbitration, of course, has been fervently (and often emotionally) debated over the last few years, with the Anchorage teachers' strike of last Fall serving to punctuate emphatically the need for some orderly and reasoned approach to the problems of collective bargaining impasse. In fact, the path of resolution followed by the Superior Court in Anchorage in responding to that strike seems to indicate that, in the absence of a legislative framework for resolution of bargaining impasses, the courts will take it upon themselves to act as binding arbitrators, rather than permit the civil disobedience and disruption which can arise in teacher strikes. The task, therefore, becomes one of identifying alternative solutions to the impasse problem and analyzing their respective merits in the light of the various policy considerations which impact upon labor relations between public schools and their teacher employees.

Binding arbitration as proposed in HB 487 is one possible solution. However, until this approach can be examined and analyzed in comparison with other approaches to bargaining impasse, there is no assurance that this impasse resolution mechanism is the most appropriate one for education in Alaska. The state Board of Education recently adopted a resolution requesting the Governor to appoint a panel to study and develop alternative solutions to the bargaining impasse problem, and we understand that this panel will be appointed in the very near future. Consequently, we would suggest that further consideration on HB 487 be delayed until the Governor's panel has had an opportunity to

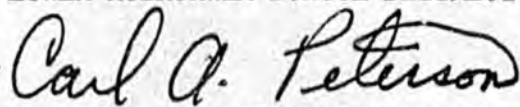
carry out its tasks and report back with its findings and recommendations. Once this has been accomplished, your committee could review the available alternatives and decide which of them most closely fits within the various policy considerations which are important to it in the area of education.

With respect to the particular approach to bargaining impasse proposed by HB 487, we have a couple of comments. First of all, it is not clear from the bill precisely what elements of the collective bargaining process are intended to be subject to binding arbitration. For instance, while it seems clear that binding arbitration would apply to disputes concerning salary and other financial benefits of teachers, it is not clear whether items regarding working conditions which do not directly involve financial considerations would also be subject to binding arbitration. Further, would the bill require that those items of negotiations which are not mandatory subjects of bargaining nonetheless be subject to binding arbitration? We would certainly hope not. Similarly, we also wonder whether the bill would require that disputes over questions of precise contract language be subject to binding arbitration, rather than just the general outlines of disputed proposals. Clarification of these kinds of questions seems vital if the impasse resolution procedure adopted by the Legislature, whatever its form, is to have any hope of achieving its desired effect.

Our second main point with respect to HB 487 deals with subparagraph (c) of proposed AS 14.20.585. That provision is apparently intended to preclude arbitrators from making awards which would result in increased costs to a school district. That goal, of course, has much to recommend it. However, from a practical point of view, it would be very difficult, if not impossible, to establish that a particular award would actually increase the cost of school district operations so as to require a municipality to increase its local tax rate or to require increased state funding for a regional educational attendance area, since the argument can always be made that additional costs in one area of operations can always be absorbed by reducing planned expenditures in some other area of the budget.

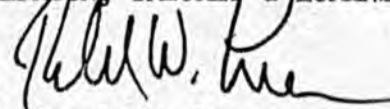
Sincerely yours,

LOWER KUSKOKWIM SCHOOL DISTRICT



Carl Peterson, Superintendent

JOSEPHSON, TRICKEY & LORENSEN, INC.

By:   
Ronald W. Lorensen

CITY AND BOROUGH OF JUNEAU SCHOOL DISTRICT  
P.O. BOX 808 • DOUGLAS, ALASKA 99824

February 5, 1980

The Honorable Thelma Buchholdt  
Alaska State House of Representatives  
Pouch V  
Juneau, Alaska 99811

Dear Representative Buchholdt:

The Juneau School Board wishes to go on record as being opposed to House Bill 453 and House Bill 487 for the following reasons and respectfully request that you do not support them.

House Bill 453 provides the right to strike to all employees of the School District, and in addition, provides mandatory bargaining to all employees with broad interpretations to what must be bargained. At the present time the Juneau School District negotiates with their classified employees so the legislation is not necessary, and above all, should not include the right for any employees to strike. Please remember that school boards in Alaska cannot raise money on their own, but must come to the Borough Assembly or Legislature for additional revenue. A striking action against the Board allows them no additional revenue with which to resolve the strike. Therefore, educational programs are cut back.

House Bill 487 on binding arbitration removes the decision making authority from the elected representatives of the people. Instead of leading to a solution of the problem by serious negotiations by both parties to avoid arbitration, often one or the other parties will hold out for arbitration. Historically arbitrators split the difference and everyone holds out with extreme offers as tactical maneuvers.

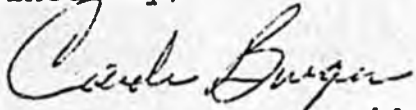
It is our opinion that the State Board of Education request to the Governor to form a Blue Ribbon Committee to seek the best alternative to the serious problems of negotiation should be honored. Passage of legislation before the study would be premature.

With the legislatures having second thoughts over the collective bargaining of State employees and contemplating some modifications, it seems appropriate to allow a study of the problems to take place before enacting legislation that may not serve any useful purpose.

Page 2  
February 5, 1980  
The Honorable Thelma Buchholdt

The Juneau School District would appreciate your support on these two matters.

Sincerely,



Carole Burger, President  
Juneau School Board

DLMK/CB:m

cc: Mr. Robert Greene, Executive Secretary, Association of Alaska  
School Boards

# KODIAK ISLAND BOROUGH SCHOOL DISTRICT

P.O. BOX 886  
KODIAK, ALASKA 99615  
TELEPHONE: (907) 486-3131

February 4, 1980

The Honorable Thelma Buchholdt  
Alaska State House of Representatives  
Pouch V, State Capitol Building  
Juneau, Alaska 99811

Dear Representative Buchholdt:

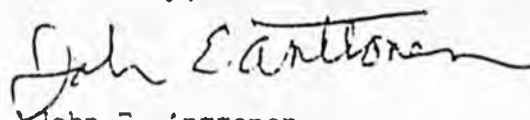
The Kodiak Island Borough School District opposes the passage of HB 487 providing for binding arbitration in teacher negotiations. Neither binding arbitration or right to strike laws are the only solution to solving collective bargaining issues. It has been proven that good faith negotiations, presently provided for in State law, do work. Salaries for teachers in Alaska are comparable with other states that provide for both more restrictive and more liberal solutions to collective bargaining. In fact, we question that binding arbitration or the right to strike is a solution at all. They both create problems for local citizens by removing the right to locally determine the fate of their schools, and in the case of a strike, cause an unnecessary division in the parents, students and other constituents of the local district. The point is--education is a local responsibility. State law should not provide for outside third-parties to mandate local outcomes and remove the control of schools from local citizens.

As we stated earlier, the collective bargaining process (good faith negotiations) as it exists now, works. Currently, elected board representatives and representatives of teacher groups can and do sit down to work out mutually acceptable agreements. The give and take of negotiations provides an acceptable process which does function adequately. Can teachers honestly say that the negotiations process, as provided in Alaska State law, does not give them with a wage commensurate with teachers throughout the nation, and in keeping with other Alaskan professionals? We think not.

The law protects the teacher's right to a job by provisions for continuing the contract. The law protects the citizen's rights by mandating local control. Teachers and elected Boards have the responsibility to negotiate. Providing for binding arbitration or the right to strike will erode and eventually destroy that process.

We urge you to reject any proposals that provide for State laws which result in the abdication by local boards and teacher associations of their collective responsibility to negotiate.

Sincerely,



John E. Anttonen  
Superintendent



Official Business

# Alaska State Legislature

## House of Representatives

### Committee on Judiciary

Pouch V  
State Capitol  
Juneau, Alaska 99811

To: Legislative Affairs

From: Margaret W. Berch

Date: April 15, 1980

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Please put the attached CS for HB 487  
by House Judiciary in final version  
form.

Thank you.

Original sponsors: Duncan, Brown,  
Buchholdt, et al

Offered: 2/22/80  
Referred: Judiciary

*Judiciary*  
BY THE HEALTH, EDUCATION AND  
~~SOCIAL SERVICES COMMITTEE~~

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24 grounds specified in AS 09.43.130. <sup>ON grounds of ANY of the item</sup>  
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29 arbitrator. Within 10 days of the receipt of the request, the American  
<sup>recognized</sup>

If the recognized arbitration association fails to appoint an arbitrator within the 10 day period, the governor shall appoint within 10 days an Alaskan arbitrator.

1 a Arbitration Association <sup>MAY</sup> shall appoint an Alaskan resident as arbitrator who shall  
2 (INSERT HERE.)  
The expenses of arbitration shall be shared equally by both parties. be AN  
ALASKAN  
resident.

3 (c) The arbitrator may not make an award

4 (1) which will require a municipality to increase its local  
5 tax rate to meet the cost of the award or will require an increase in  
6 state funding for a regional educational attendance area; ~~and~~ in this paragraph

7 (2) which incorporates union shop security provisions, "tax rate" means  
8 including but not limited to union shop or agency shop provisions, the millage  
9 unless the right not to join the bargaining organization is granted to rate applicable  
10 an employee who has a religious conviction against associating in a personal  
11 bargaining organization based on the tenets or teachings of a church or property  
12 religious group of which he is a member; if an employee who claims or  
13 exemption from membership in the bargaining organization submits the  
14 satisfactory evidence of his religious conviction to the labor relations  
15 agency, the agency shall declare the employee exempt from membership in  
16 the bargaining organization; if exempted from membership in the bargain-  
17 ing organization, an employee shall pay an amount equal to the regular  
18 dues, initiation fees, and assessments of the bargaining organization to  
19 the bargaining organization; failure of an exempted employee to pay  
20 due, fees, or assessments subjects him to the penalty for nonpayment of  
21 dues by a member of the bargaining organization; a bargaining organ-  
22 ization receiving a payment from a person exempted from membership in  
23 the bargaining organization shall contribute an amount equal to the  
24 payment to a charity; the charity to which the contribution is made may  
25 not be affiliated with a religious, labor or employee association; the  
26 bargaining organization shall submit proof of the contribution to the  
27 labor relations agency; in this paragraph "labor relations agency" means

28 (A) the council of a city which is a school district;

29 (B) the assembly of a borough or unified municipality;

to real or  
personal  
property  
or  
the  
percentage  
rate  
applicable  
to sales  
transactions;  
and

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or

(C) the Department of Labor, with respect to regional educational attendance areas.

\* Sec. 2. AS 14.20.580(c) is repealed.

\* Sec. 3. This Act takes effect July 1, 1980.

*Version of Charlie's bill*

Original sponsors: Duncan, Brown,  
Buchholdt, et al

Offered: 2/22/80  
Referred: Judiciary

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND  
SOCIAL SERVICES COMMITTEE

2

CS FOR HOUSE BILL NO. 487

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

ELEVENTH LEGISLATURE - SECOND SESSION

5

A BILL

6

For an Act entitled: "An Act relating to arbitration in teacher negotia-  
7 tions; and providing for an effective date."

8

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

9

\* Section 1. AS 14.20 is amended by adding a new section to read:

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Sec. 14.20.585. ARBITRATION. (a) If the employee bargaining  
agency and the school board are unable to reach agreement by March 31 of  
the current school year or if the final mediation report is rejected by  
either party, the items at impasse shall be submitted to an arbitrator.  
Submission shall be by each party separately. Each submission shall  
state the final offer on each of the items at impasse, and only on those  
items, and shall be certified by the authorized representative of the  
employee bargaining agency or of the school board. The arbitrator shall  
select on an "item by item" basis the offer which he judges to be the  
most reasonable and equitable, and shall issue an award incorporating  
the selected offers without modification. The award of the arbitrator,  
is final and binding on both parties. <sup>THE employees represented by the bargaining</sup> The award of the arbitrator is <sup>agency</sup> <sup>prohibit</sup>  
<sup>from</sup> <sup>striking</sup> <sup>on</sup> <sup>grounds</sup> <sup>of any</sup> <sup>of the</sup> <sup>matters</sup> <sup>submitted</sup> <sup>to or</sup> <sup>determined</sup> <sup>by</sup> <sup>the</sup> <sup>arbitrator</sup>  
subject to judicial vacation only on the grounds specified in AS 09.43.-  
120 and is subject to judicial modification or correction only on the  
grounds specified in AS 09.43.130.

(b) The arbitrator shall be a person mutually acceptable to both  
parties, but if no person is agreed upon within 10 days following  
March 31 on the issuance of the final mediation report, whichever is  
earlier, <sup>both parties shall</sup> <sup>ask</sup> the American Arbitration Association <sup>within 24 hours,</sup> shall be asked to name an  
arbitrator. Within 10 days of the receipt of the request, the American

*OK amended*

*item or items ->*

*agency prohibit from striking on grounds of any of the matters submitted to or determined by the arbitrator*

*thero...*

1 Arbitration Association shall appoint <sup>an</sup> ~~an Alaskan resident~~ <sup>in</sup> as arbitrator, *who shall*  
2 *be an Alaskan resident.* The expenses of arbitration shall be shared equally by both parties.

3 (c) The arbitrator may not make an award

4 (1) which will require a municipality to increase its local  
5 tax rate to meet the cost of the award or will require an increase in  
6 state funding for a regional educational attendance area; ~~and~~ *in this paragraph "tax*

7 (2) which incorporates union shop security provisions, *rate" means the*  
8 including but not limited to union shop or agency shop provisions, *millage rate tax rate applicable*  
9 unless the right not to join the bargaining organization is granted to *to real or personal*  
10 an employee who has a religious conviction against associating in a *property or*  
11 bargaining organization based on the tenets or teachings of a church or *sales*  
12 religious group of which he is a member; if an employee who claims *4.25% rate transactions;*  
13 exemption from membership in the bargaining organization submits *and*

14 satisfactory evidence of his religious conviction to the labor relations  
15 agency, the agency shall declare the employee exempt from membership in  
16 the bargaining organization; if exempted from membership in the bargain-  
17 ing organization, an employee shall pay an amount equal to the regular  
18 dues, initiation fees, and assessments of the bargaining organization to  
19 the bargaining organization; failure of an exempted employee to pay  
20 dues, fees, or assessments subjects him to the penalty for nonpayment of  
21 dues by a member of the bargaining organization; a bargaining organ-  
22 ization receiving a payment from a person exempted from membership in  
23 the bargaining organization shall contribute an amount equal to the  
24 payment to a charity; the charity to which the contribution is made may  
25 not be affiliated with a religious, labor or employee association; the  
26 bargaining organization shall submit proof of the contribution to the  
27 labor relations agency; in this paragraph "labor relations agency" means

- 28 (A) the council of a city which is a school district;
- 29 (B) the assembly of a borough or unified municipality;

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or

(C) the Department of Labor, with respect to regional educational attendance areas.

\* Sec. 2. AS 14.20.580(c) is repealed.

\* Sec. 3. This Act takes effect July 1, 1980.

*file copy*

Original sponsors: Duncan, Brown,  
Buchholdt, et al

Offered: 2/22/80  
Referred: Judiciary

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND  
SOCIAL SERVICES COMMITTEE

2 CS FOR HOUSE BILL NO. 487

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 ELEVENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to arbitration in teacher negotia-  
7 tions; and providing for an effective date."

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

9 \* Section 1. AS 14.20 is amended by adding a new section to read:

10 Sec. 14.20.585. ARBITRATION. (a) If the employee bargaining  
11 agency and the school board are unable to reach agreement by March 31 of  
12 the current school year or if the final mediation report is rejected by  
13 either party, the items at impasse shall be submitted to an arbitrator.  
14 Submission shall be by each party separately. Each submission shall  
15 state the final offer on each of the items at impasse, and only on those  
16 items, and shall be certified by the authorized representative of the  
17 employee bargaining agency or of the school board. The arbitrator shall  
18 select on an "item by item" basis the offer which he judges to be the  
19 most reasonable and equitable, and shall issue an award incorporating  
20 the selected offers without modification. The award of the arbitrator,  
21 is final and binding on both parties. <sup>THE employees represented by the bargaining agency</sup> The award of the arbitrator is <sup>prohibited</sup> ~~is~~ <sup>from</sup> ~~subject~~  
22 subject to judicial vacation only on the grounds specified in AS 09.43.-  
23 120 and is subject to judicial modification or correction only on the  
24 grounds specified in AS 09.43.130.

25 (b) The arbitrator shall be a person mutually acceptable to both  
26 parties, but if no person is agreed upon within 10 days following  
27 March 31 or the issuance of the final mediation report, whichever is  
28 earlier, the American Arbitration Association shall be asked to name an  
29 arbitrator. Within 10 days of the receipt of the request, the American

*agency prohibited from striking on grounds of any of the matters submitted to or determined by the arbitrator*

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12 religious group of which he is a member; if an employee who claims *transactions;*  
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THE LEGISLATURE OF THE STATE OF ALASKA  
ELEVENTH LEGISLATURE

FISCAL NOTE

I. REQUEST

Bill/Resolution No. CSHB 487  
Title An Act relating to arbitration in teacher negotiations  
Requested by House Judiciary Date 4/9/80

II. FISCAL DETAIL

Agency Affected Education  
Program Category Affected \_\_\_\_\_  
BRU, Program, or Subprogram(s) Affected \_\_\_\_\_  
(Note: If more than one budget component is affected, separate line-item amounts and funding for each component in the analysis section.)  
EXPENDITURES (Thousands of Dollars)

	FY 80	FY 81	FY 82	FY 83	FY 84	FY 85
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
<b>TOTAL</b>		-0-	-0-	-0-	-0-	-0-

FUNDING (Thousands of Dollars)

GENERAL FUND		-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER (Specify Fund Source)						

POSITIONS

FULL TIME	N/A					
PART TIME						
TEMPORARY						

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

Due to the proscription contained in (c) (1) of Section 1, this bill has no fiscal impact.

IV. DATE 4/9/80 PREPARED BY William D. Thomas, Deputy Commissioner  
AGENCY Education  
PHONE 465-2800  
Original: Legislative Finance  
cc: Budget and Management  
Prime Sponsor (First Legislator Named)

Original sponsors: Duncan, Brown,  
Buchholdt, et al

Offered: 2/22/80  
Referred: Judiciary

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BY THE HEALTH, EDUCATION AND  
SOCIAL SERVICES COMMITTEE

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8 including but not limited to union shop or agency shop provisions,  
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10 an employee who has a religious conviction against associating in a  
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or

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\* Sec. 3. This Act takes effect July 1, 1980.

- ① Def: tax rate (real, personal, sales)
- ② rel exemption - change procedure
- ③ Delete rel exemption clause (Brown)
- ④ Delete right to strike

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- ⑤ local option

Check Supreme Court decision Wrangell case, does it affect language in rel exemption clause