

COMMITTEE REPORT

SENATE

FURTHER:

5/11/83

Date: 6/11/83

Mr. President:

The Committee on FINANCE has had SB 78

Making the Public Employment Relations Act applicable to employees of school districts; eff. date.

under consideration and (a majority of the committee) (the committee) reports it back with the following recommendations:

- do pass do not pass
- do pass with attached amendments(s)
- replace with CS for _____ same title
- new title
- and recommends _____
- AND attaches a "Letter of Intent" New Fiscal Note
- reports it back ^{mixed} without recommendation
- referred to the _____ Committee

MEMBERS SIGNING
DO PASS

V. Tenbrunsel
[Signature]

MEMBERS HAVING
OTHER RECOMMENDATIONS:

Bob Mulcahy *100% not Pass unless Am.*
[Signature] *no Pass*
John Fair *Do Not Pass*
John Smith *Do Not Pass*

[Signature]
CHAIRMAN

Introduced: 1/26/83
Referred: Health, Education and
Social Services and
Finance

BY KERTTULA, V. FISCHER, JOSEPHSON,
KELLY, RODEY, RAY AND BENNETT

1 IN THE SENATE

2 SENATE BILL NO. 78

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 THIRTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act making the Public Employment Relations Act
7 applicable to employees of school districts; and
8 providing for an effective date."

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

10 * Section 1. AS 23.40.200(b) is amended to read:

11 (b) The class in (a)(1) of this section is composed of police
12 and fire protection employees, jail, prison and other correctional
13 institution employees, certificated employees of school districts, and
14 hospital employees. Employees in this class may not engage in
15 strikes. Upon a showing by a public employer or the labor relations
16 agency that employees in this class are engaging or about to engage in
17 a strike, an injunction, restraining order, or other order that
18 [WHICH] may be appropriate shall be granted by the superior court in
19 the judicial district in which the strike is occurring or is about to
20 occur. If an impasse or deadlock is reached in collective bargaining
21 between the public employer and employees in this class, and mediation
22 has been utilized without resolving the deadlock, the parties shall
23 submit to arbitration to be carried out under AS 09.43.030.

24 * Sec. 2. AS 23.40.200(c) is amended to read:

25 (c) The class in (a)(2) of this section is composed of public
26 utility, snow removal, sanitation and [PUBLIC SCHOOL AND OTHER] educa-
27 tional institution employees except certificated employees of school
28 districts. Employees in this class may engage in a strike after
29 mediation, subject to the voting requirement of (d) of this section,

1 for a limited time. The limit is determined by the interests of the
2 health, safety or welfare of the public. The public employer or the
3 labor relations agency may apply to the superior court in the judicial
4 district in which the strike is occurring for an order enjoining the
5 strike. A strike may not be enjoined unless it can be shown that it
6 has begun to threaten the health, safety or welfare of the public. A
7 court, in deciding whether or not to enjoin the strike, shall consider
8 the total equities in the particular class. "Total equities" includes
9 not only the impact of a strike on the public but also the extent to
10 which employee organizations and public employers have met their
11 statutory obligations. If an impasse or deadlock still exists after
12 the issuance of an injunction, the parties shall submit to arbitration
13 to be carried out under AS 09.43.030.

14 * Sec. 3. AS 23.40 is amended by adding a new section to read:

15 Sec. 23.40.235. APPLICATION OF PUBLIC EMPLOYMENT RELATIONS ACT
16 TO SCHOOL BOARDS AND MUNICIPALITIES. (a) A school board may not
17 reject having the provisions of AS 23.40.070 - 23.40.260 apply to its
18 relations with its certificated employees.

19 (b) The provisions of sec. 4, ch. 113, SLA 1972, do not apply to
20 allow a municipality to reject having the provisions of AS 23.40.070 -
21 23.40.260 apply to its relation with its certificated school em-
22 ployees.

23 * Sec. 4. AS 23.40.250(5) is amended to read:

24 (5) "public employee" means any employee of a public em-
25 ployer, whether or not in the classified service of the public employ-
26 er, except elected or appointed officials [OR TEACHERS OR NONCERTIFI-
27 CATED EMPLOYEES OF SCHOOL DISTRICTS];

28 * Sec. 5. AS 23.40.250(6) is amended to read:

29 (6) "public employer" means the state or a political

1 subdivision of the state, including without limitation, a [TOWN,]
2 city, borough, school district, board of regents, public and quasi-
3 public corporation, housing authority or other authority established
4 by law, and a person designated by the public employer to act in its
5 interest in dealing with public employees;

6 * Sec. 6. AS 23.40.250 is amended by adding a new paragraph to read:

7 (8) "school district" includes a regional educational
8 attendance area.

9 * Sec. 7. AS 14.20.550 - 14.20.610 are repealed.

10 * Sec. 8. Nothing in this Act terminates or modifies a collective
11 bargaining unit, recognition of exclusive bargaining representative, or
12 collective bargaining agreement if the unit, recognition, or agreement is
13 in effect on the effective date of this Act.

14 * Sec. 9. This Act takes effect immediately in accordance with AS 01.-
15 10.070(c).

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

R/O
6/11/83

Revision Date: November 30, 1983

REQUEST

Bill/Resolution No.: SB 78
Title: "...Public Employment Relations"
Sponsor: Senator Kertula
Requestor: Senate HSS Committee
Date of Request: February 3, 1983

FISCAL DETAIL

Agency Affected: Labor
Program Category Affected: Worker Protection
BRIJ, Program or Subprogram(s) Affected: Labor Standards & Safety

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	0	0	0	0	0	0
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

Not Applicable

ANALYSIS: Attach a separate page for analysis

Prepared By: Robert J. Bacolas, Sr. Phone: 465-4870
 Division: Labor Standards and Safety Date: _____
 Approved by Commissioner: Jim Robinson Date: 12/13/83
 Agency: Labor

LEG:A:14
 Distribution (by Agency preparing fiscal note):
 Legislative Finance
 Legislative Sponsor
 Requestor
 Office of Management and Budget
 Impacted Agency(ies)

12/1/83

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Rec'd 2/20/84
R/O 10/11/83

Revision Date: January 24, 1984

REQUEST

Bill/Resolution No.: SB 78
Title: "An Act making the Public Employment Relations Act..."
Sponsor: Senator Kertulla
Requestor: Senate HESS Committee
Date of Request: February 3, 1983

FISCAL DETAIL

Agency Affected: Labor
Program Category Affected: Public Protection
BRU, Program or Subprogram(s) Affected: Labor Standards and Safety BRU
Wage and Hour Component

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES		280.0	296.8	314.6	333.5	353.5
200 TRAVEL		58.2	61.7	65.4	69.3	73.5
300 CONTRACTUAL		124.5	132.0	139.9	148.3	157.2
400 SUPPLIES		4.5	4.8	5.1	5.4	5.7
500 EQUIPMENT		11.2				
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING		478.4	495.3	525.0	556.5	589.9
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND		478.4	495.3	525.0	556.5	589.9
FEDERAL FUNDS						
OTHER						
TOTAL		478.4	495.3	525.0	556.5	589.9

POSITIONS:

FULL-TIME		7	7	7	7	7
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL: N/A

ANALYSIS: Attach a separate page for analysis

Prepared By: Robert J. Bacolas, Sr. Phone: 465-4870
Division: Labor Standards and Safety Date: _____

Approved by Commissioner: Jim Robison Date: 2/14/84
Agency: Labor

LEG:A:33

Distribution (by Agency preparing fiscal note):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

12/1/83

FISCAL NOTE

THE LEGISLATURE OF THE STATE OF ALASKA

THIRTEENTH LEGISLATURE

BILL/RESOLUTION NO: SB 78

TITLE: "An Act making the Public Employment Relations Act..."

AGENCY AFFECTED: Department of Labor

Page 2

Detail Analysis for Senate Bill 78

Five investigators are required to conduct the investigations, attend the elections, and hold informal hearings. Three will be located in Anchorage, which will be the control office and handle the south central and western portions of the State, one in Juneau for the southeast, and one in Fairbanks for the central and northern areas. Two clerical staff, situated in Anchorage, will provide technical support for the investigators.

In addition to the costs associated with the five Wage and Hour Investigators and two clerical support positions are costs to contract for a hearing officer on 26 occasions (\$20,700) and court reporting services including transcripts (\$11,300), plus priority and legal costs (\$7,000). A total of \$6,700 has been included in travel for the hearing officer's transportation and per diem (10 trips of two days each - transportation average \$490, per diem average \$180).

Of these costs, only the equipment of \$11,200 is a one-time expense.

Assumptions:

1. An inflation rate of 6% per annum (FY '86 through FY '89 only).
2. An effective date of July 1, 1984.
3. Contracts for 26 school districts will come up for negotiations each year.
4. Fifty percent of the school districts (equates to approximately 26) will file unfair labor practice charges requiring hearing before the labor relations board. (Average hearing lasts six weeks).

LEG:A:33

1	Position Title Clerk IV				Range/Step 9B	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRU Priority	Location Anchorage	Election District	LEG.		
3	CONTINUATION LEVEL		ADDITION		JUSTIFICATION					
4	Type of Expenditure		Amount			<p>This position will provide lead clerical support for five Wage and Hour Investigators.</p> <p>Personal services calculations are based on the current salary schedule adjusted 5% for inflation.</p> <p>Contractual services are comprised of telephone charges, word processing equipment rent, management services support of \$2,570, \$3,600 for space rent, etc.</p> <p>One-time equipment costs are for a desk, file, recorder and a bookcase.</p>				
	1	2	3							
	PERSONAL SERVICES									
5	Salary	21,420								
6	Benefits	3,577								
7	Supplemental Benefits	1,313								
8	Fixed Benefits	2,724								
9	TOTAL PERSONAL SERVICES	01	29,034							
10	Travel	02	-0-							
11	Contractual	03	13,170							
12	Commodities	04	1,000							
13	Equipment	05	1,600							
14	Other									
15	TOTAL COST		44,804							
	RECEIPT CODE	FUNDING SOURCE								
16		Federal Receipts	1002							
17		G.F. Match	1003							
18	100	General Funds	1004	44,804						
19		I-A Receipts	1005							
20		Program Receipts	1028							
21		Other								
For M&B Use Only 4A Key Number _____										

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1
Revised Date

LEG:F:3

1	Position Title Clerk Typist II			Range/Step 7B	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRU Priority	Location Anchorage	Election District	LEG.	
3	CONTINUATION LEVEL			ADDITION	X JUSTIFICATION				
4	Type of Expenditure			Amount					
	1			2		3			
	PERSONAL SERVICES								
5	Salary			19,026					
6	Benefits			3,177					
7	Supplemental Benefits			1,166					
8	Fixed Benefits			2,724					
9	TOTAL PERSONAL SERVICES			01		26,093			
10	Travel			02		-0-			
11	Contractual			03		13,731			
12	Commodities			04		1,000			
13	Equipment			05		1,600			
14	Other								
15	TOTAL COST					42,424			
	RECEIPT CODE FUNDING SOURCE								
16		Federal Receipts			1002				
17		G.F. Match			1003				
18	100	General Funds			1004		42,424		
19		I-A Receipts			1005				
20		Program Receipts			1028				
21		Other							
For M&B Use Only 4A Key Number - - - - -									

This position will provide clerical support for five Wage and Hour investigators.

Personal services calculations are based on the current salary schedule adjusted 5% for inflation.

Contractual services are comprised of telephone charges, word processing equipment rent, management services support of \$2,570, space rent of \$3,600, etc.

One-time equipment costs are for a desk, file, transcriber, partitions, and a bookcase.

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

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Revised Date

LEG:F:4

1	Position Title Wage and Hour Investigator I			Range/Step 16A	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	OCN Number New	BRU Priority	Location Fairbanks	Election District	LEG.	
3	CONTINUATION LEVEL		ADDITION		JUSTIFICATION				
4	Type of Expenditure		Amount		<p>This position will conduct investigations and informal hearing of unfair labor practices complaints regarding school districts filed with this agency. The investigation will travel extensively throughout the state performing these investigations and hearings.</p> <p>Personal services calculations are based on current salary schedules plus 5% inflation.</p> <p>Travel funds allow for twelve four-day trips costing an average of \$520 transportation and 360 per diem (\$90 X 4 days) per trip.</p> <p>Contractual services are comprised of telephone charges, equipment rent, management services costs of \$4,483, space rent of 3,600, etc.</p> <p>Equipment costs are one-time purchases for a desk, chair, partitions, file, etc.</p>				
	1	2	3						
	PERSONAL SERVICES								
5	Salary	37,359							
6	Benefits	6,239							
7	Supplemental Benefits	2,290							
8	Fixed Benefits	2,724							
9	TOTAL PERSONAL SERVICES	01	48,612						
10	Travel	02	10,560						
11	Contractual	03	10,083						
12	Commodities	04	500						
13	Equipment	05	1,600						
14	Other								
15	TOTAL COST		71,355						
	RECEIPT CODE	FUNDING SOURCE							
16		Federal Receipts	1002						
17		G.F. Match	1003						
18	100	General Funds	1004	71,355					
19		I-A Receipts	1005						
20		Program Receipts	1028						
21		Other							
For M&B Use Only 4A Key Number _____									

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1
Revised Date

LEG:F:5

1	Position title Wage and Hour Investigator I				Range/Step 16A	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRU Priority	Location Anchorage	Election District	LEG.		
3	CONTINUATION LEVEL		ADDITION		JUSTIFICATION					
4	Type of Expenditure		Amount		<p>This position will conduct investigations and informal hearings of unfair labor practices complaints regarding school districts filed with this agency. The investigation will travel extensively throughout the state performing these investigations and hearings.</p> <p>Personal services calculations are based on current salary schedules plus 5% inflation.</p> <p>Travel funds allow for twelve four-day trips costing an average of \$500 transportation and 360 per diem (\$90 X 4 days) per trip.</p> <p>Contractual services are comprised of telephone charges, equipment rent, management services costs of \$3,890.</p> <p>Equipment costs are one-time purchases for a desk, chair, partition file, etc.</p>					
	1	2	3							
	PERSONAL SERVICES									
5	Salary	32,420								
6	Benefits	5,414								
7	Supplemental Benefits	1,987								
8	Fixed Benefits	2,724								
9	TOTAL PERSONAL SERVICES	01	42,545							
10	Travel	02	10,296							
11	Contractual	03	9,490							
12	Commodities	04	500							
13	Equipment	05	1,600							
14	Other									
15	TOTAL COST		64,431							
	RECEIPT CODE	FUNDING SOURCE								
16		Federal Receipts	1002							
17		G.F. Match	1003							
18	100	General Funds	1004	64,431						
19		I-A Receipts	1005							
20		Program Receipts	1028							
21		Other								
For M&B Use Only 4A Key Number _____										

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

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Revised Date

LEG:F:6

1	Position Title Wage and Hour Investigator I				Range/Step 16A	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRU Priority	Location Anchorage	Election District	LEG.		
3	CONTINUATION LEVEL				ADDITION		X			
4	Type of Expenditure				Amount					
	1		2		3					
	PERSONAL SERVICES									
5	Salary		32,420							
6	Benefits		5,414							
7	Supplemental Benefits		1,987							
8	Fixed Benefits		2,724							
9	TOTAL PERSONAL SERVICES		01		42,545					
10	Travel		02		10,296					
11	Contractual		03		9,490					
12	Commodities		04		500					
13	Equipment		05		1,600					
14	Other									
15	TOTAL COST				64,431					
	RECEIPT CODE	FUNDING SOURCE								
16		Federal Receipts	1002							
17		G.F. Match	1003							
18	100	General Funds	1004	64,431						
19		I-A Receipts	1005							
20		Program Receipts	1028							
21		Other								
For M&B Use Only 4A Key Number _____										

JUSTIFICATION

This position will conduct investigations and informal hearings of unfair labor practices complaints regarding school districts filed with this agency. The investigation will travel extensively throughout the state performing these investigations and hearings.

Personal services calculations are based on current salary schedules plus 5% inflation.

Travel funds allow for twelve four-day trips costing an average of \$500 transportation and 360 per diem (\$90 X 4 days) per trip.

Contractual services are comprised of telephone charges, equipment rent, management services costs of \$3,890, space rent of \$3,600, etc.

Equipment costs are one-time purchases for a desk, chair, partitions, file, etc.

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1
Revised Date

LEG:F:7

1	Position Title Wage and Hour Investigator I				Range/Step 16A	Barg. Unit GGU	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRU Priority	Location Juneau	Election District	LEG.		
3	CONTINUATION LEVEL		ADDITION		X JUSTIFICATION					
4	Type of Expenditure		Amount			<p>This position will conduct investigations and informal hearings of unfair labor practices complaints regarding school districts filed with this agency. The investigation will travel extensively throughout the state performing these investigations and hearings.</p> <p>Personal services calculations are based on current salary schedules plus 5% inflation.</p> <p>Travel funds allow for twelve four-day trips costing an average of \$475 transportation and \$360 per diem (\$90 X 4 days) per trip.</p> <p>Contractual services are comprised of telephone charges, equipment rent, management services costs of \$3,890, space rent of \$3,600, etc.</p> <p>Equipment costs are one-time purchases for a desk, chair, partitions, file, etc.</p>				
	1	2	3							
	PERSONAL SERVICES									
5	Salary	32,420								
6	Benefits	5,414								
7	Supplemental Benefits	1,987								
8	Fixed Benefits	2,724								
9	TOTAL PERSONAL SERVICES	01	42,545							
10	Travel	02	10,032							
11	Contractual	03	9,490							
12	Commodities	04	500							
13	Equipment	05	1,600							
14	Other									
15	TOTAL COST		64,167							
	RECEIPT CODE	FUNDING SOURCE								
16		Federal Receipts	1002							
17		G.F. Match	1003							
18	100	General Funds	1004	64,167						
19		I-A Receipts	1005							
20		Program Receipts	1028							
21		Other								
For M&B Use Only 4A Key Number _____										

13 REQUEST FOR NEW POSITION

AGENCY Labor
PROGRAM Worker Protection
BRU Labor Standards and Safety
COMPONENT Wage and Hour

FY 85

Page 1 of 1
Revised Date

LEG:F:8

1	Position Title Wage and Hour Investigator II				Range/Step 18A	Barg. Unit GGJ	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
2	Type of Position PFT	Staff Months 12	RP Number SB 78	PCN Number New	BRJ Priority	Location Anchorage	Election District	LEG.		
3	CONTINUATION LEVEL		ADDITION		JUSTIFICATION					
4	Type of Expenditure		Amount			<p>This supervisory position will conduct investigations and informal hearings of unfair labor parties complaints filed with this agency. The investigator will travel extensively throughout the state performing these investigations and hearings.</p> <p>Personal services calculations are based on current salary schedules plus 5% inflation.</p> <p>Travel funds allow for twelve four-day trips costing an average of \$498 transportation and \$360 per diem (\$90 X 4 days) per trip.</p> <p>Contractual services are comprised of telephone charges, equipment rent, management services costs of \$4,483, space rent of \$3,600, etc.</p> <p>One-time equipment charges include a desk, chair, file, partitions, etc.</p>				
	1	2	3							
	PERSONAL SERVICES									
5	Salary		37,359							
6	Benefits		6,239							
7	Supplemental Benefits		2,290							
8	Fixed Benefits		2,724							
9	TOTAL PERSONAL SERVICES	01		48,612						
10	Travel	02		10,296						
11	Contractual	03		10,083						
12	Commodities	04		500						
13	Equipment	05		1,600						
14	Other									
15	TOTAL COST			71,091						
	RECEIPT CODE	FUNDING SOURCE								
16		Federal Receipts	1002							
17		G.F. Match	1003							
18	100	General Funds	1004	71,091						
19		I-A Receipts	1005							
20		Program Receipts	1028							
21		Other								
For M&B Use Only										
4A Key Number _____										

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1
Revised Date

LEG:F:9

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Rec'd 2/20/84
R/O 6/11/83

Revision Date: January 24, 1984

REQUEST

Bill/Resolution No.: CS SB 78(HESS)
Title: "...Public Employment Relations..."
Sponsor: Senator Kerttula
Requestor: Senate HESS Committee
Date of Request: February 3, 1983

FISCAL DETAIL

Agency Affected: Labor
Program Category Affected: Public Protection
BRU, Program or Subprogram(s) Affected: Labor Standards and Safety BRU, Wage and Hour Component

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
GENERAL FUND	0	0	0	0	0	0
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis

Prepared By: ^{AB} Robert J. Bacolas, Sr. Phone: 465-4870
 Division: Labor Standards and Safety Date: _____
 Approved by Commissioner: ^{AB} Jim Robinson Date: 2/14/84
 Agency: Labor

LEG:A:32
 Distribution (by Agency preparing fiscal note):
 Legislative Finance
 Legislative Sponsor
 Requestor
 Office of Management and Budget
 Impacted Agency(ies)

12/1/83

I. REQUEST

Bill/Resolution No.: CS SB 78 (Hess)
 Title: Teachers' Collective Bargain Agmts
 Sponsor: Health, Educ. & Social Serv.
 Requestor: _____

II. FISCAL DETAIL

Agency Affected: Administration
 Program Category Affected: Independent Oper
 BRU, Program of Subprogram(s) Affected:
 Labor Relations Agency

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
OPERATING						
100 PERSONAL SERVICES	-0-	-0-	0-	-0-	-0-	-0-
200 TRAVEL	-0-	7.5	4.7	4.7	4.7	4.7
300 CONTRACTUAL	-0-	27.6	17.3	17.3	17.3	17.3
400 COMMODITIES	-0-	0.4	0.3	0.3	0.3	0.3
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC						
TOTAL OPERATING	-0-	35.5	22.3	22.3	22.3	22.3
CAPITAL	-0-	-0-	-0-	-0-	-0-	-0-
REVENUE	-0-	-0-	-0-	-0-	-0-	-0-

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	35.5	22.3	22.3	22.3	22.3
FEDERAL FUNDS						
OTHER (Specify Source)						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

III. SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

None

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Ken Ryals *Ken Ryals*
 Division: Administrative Services

Phone: 465-2277
 Date: 4/21/83

Approved by Commissioner: Lisa Rudd *LJR*
 Department: ADMINISTRATION

Date: 4/21/83

Distribution:

- Original to Legislative Finance
- Copy to Office of Management and Budget (for Legislature introduced bills)
- Copy to Department (for Governor introduced bills)
- Copy to Sponsor
- Copy to Requestor (if different from Sponsor)

3/8/83

- A. Assumptions: Since this bill will make the three member State Labor Relations Agency (LRA) serve as the majority of the new, five member Educational Employees Labor Relations Agency (EELRA), it will add to the LRA's workload. Our experience with implementation of the Public Employment Relations Act leads us to believe that the workload increase will be most pronounced during the first year of operation under the new law, as bargaining units are set up and representation elections conducted. Subsequent years' workloads will be permanently higher than present, since a larger client group will permanently be served, but the lasting impact on workload will be significantly less than the initial impact. We have assumed a 40% workload increase (above present) for the first year; subsequent years' workloads are assumed to be 25% higher than the present.

While serving as the EELRA, travel and per diem costs will be proportionately higher, since five members will be participating instead of the present three.

- B. Program Summary: Present Labor Relations Agency services include bargaining unit determination; conducting representation elections, investigation and conciliation of complaints, holding hearings, and issuing orders and decisions. A larger client group - educational employees, their representatives, and school boards - will receive these services. No new positions will be required; none presently are authorized. Since office and legal services are contracted for, there will be a significant increase in contractual services. Travel and per diem will also increase with the size and workload of the Agency.

- C. Computations: 1. First year under CS SB 78 - FY84

200 Travel: Funded @ \$11.2 for FY83. This is for three members (\$3.7 ea.) with an assumed workload of 1.00. If workload is increased to 1.40 and five members participate in the new case load, the increase in travel funding requirements will be:

Three existing members: $\$11.2 \times .40 = \4.5
 Two new members: $\$3.7 \times .80 = 3.0$

Total FY84 Travel Increase \$7.5

300 Contractual: Funded during FY83 at \$69.0. Increase of .40 = \$27.6

400 Commodities: Funded during FY83 at \$1.0. Increase of .40 = \$.4

Total FY84 Increase \$35.5

2. Subsequent years under CS SB 78 - FY85-88

200 Travel:

Three existing members: $\$11.2 \times .25 = \2.8
 Two new members: $\$3.7 \times .50 = \1.9

Total FY85-88 Travel Increase \$4.7

300 Contractual: $\$69.0 \times .25 = \17.3

400 Commodities: $\$1.0 \times .25 = \$.3$

Total FY85-88 Increase \$22.3

COMMITTEE REPORT
SENATE

1/26/83

FURTHER: FINANCE

Date: May 9, 1983

Mr. President:

The Committee on HESS has had SB 79

Making the Public Employment Relations Act applicable to employees of school districts; efd

under consideration and (a majority of the committee) (the committee) reports it back with the following recommendations:

do pass do not pass

do pass with attached amendments(s)

replace with CS for SB 78 (HESS) same title new title

and recommends ~~SB 78~~

AND attaches a "Letter of Intent" New Fiscal Note

reports it back with Senate Com. Report without recommendation

referred to the _____ Committee

MEMBERS SIGNING
DO PASS

MEMBERS HAVING
OTHER RECOMMENDATIONS:

1 Joseph M. ...
Joe Joseph

2 Rich Hallford NO REC

Joe Joseph
CHAIRMAN

SENATE COMMITTEE REPORT (HESS) - CSSB 78

Mr. President:

For years, the representatives of certificated school employees have asked for a change in the way disputes between their bargaining groups and school districts are resolved.

The matter is important to the public for several reasons. Alaska needs to attract and retain qualified school personnel. Alaska should avoid disruptions in the school year. An orderly and fair way to resolve disputes should be provided for.

The administration recommended that school boards be given the right to choose among three procedural options -- granting employees the right to strike, submitting to mediated arbitration, or granting employees the right to "limited strike" (strike for a limited time period).

The administration proposed that school boards be allowed to exercise these options after a dispute has arisen.

Your Committee preserves the idea of the school boards' right to select procedural options, but the Committee Substitute would require that the school boards make their respective option choice within 90 days after enactment of the bill, or thereafter from time to time but not while a dispute is in progress. The so-called "limited strike" option is removed, since testimony showed no compelling reason for its inclusion and indicated that this option would rarely, if ever, be chosen.

The Committee Substitute introduces the "last best offer" approach to mediation and arbitration. The Committee Substitute reflects the belief that by requiring the arbitrator to select between the settlement package proposed by management and the settlement package proposed by the employees, both sides will be induced to narrow the differences between them and to adopt reasonable positions.

The Committee Substitute expressly retains the boards' right to make final decisions on educational policies.

At present, there exists within the Department of Administration the State Labor Relations Agency. In school employee matters, this agency would serve as part of the educational employees labor relations agency. The agency would consist of three members of the State Labor Relations Agency augmented by two additional members to be selected by the Governor, one from a list submitted by the National Education Association-Alaska, and one selected from a list submitted by the Alaska Association of School Boards.

Among the educational employees labor relations agency's functions would be the determination of appropriate negotiation units; determinations as to the need for elections to resolve questions of representation in a negotiation unit; the determination of the eligibility of voters in such elections and the rules governing elections.

Sectional Analysis:

14.20.540. Declares the policy supporting collective bargaining in the public schools.

14.20.550. Includes noncertificated employees in the requirement that school boards negotiated with employees on matters pertaining to their employment, in good faith; defines "certificated employees" to include teachers, counselors, principals, assistant principals, and 'other certificated administrative personnel', but excludes superintendents, assistant superintendents, and other 'certificated executive administrative personnel who the educational employees labor relations agency determines to be inappropriate members of an employee negotiating unit.'

14.20.555(a). Corrects language in the existing law to address the new provisions for negotiations with noncertificated personnel in REAAS.

14.20.560. Provides that the educational employees labor relations agency will decide the appropriate unit for purposes of negotiation, and sets out criteria or factors to be used by the agency.

14.20.560(b). Contains procedures for representation elections within a proposed negotiation unit.

14.20.560(c). Prohibits a representation election in a negotiating unit if a valid election has been held within the preceding 12 months.

14.20.560(d). Permits a school board to recognize an employees' organization as the employees' exclusive representative, by consent of the board.

14.20.560(e). Limits the agency's power to direct an election to the 90-day period before the expiration date of the employer-employee agreement, except upon a petition of persons in the negotiating unit, who are not parties to the agreement, if more than three years have elapsed since the execution of the agreement or the last timely renewal of the agreement.

14.20.560(f). Permits noncertificated employees, or certificated administrated personnel groups, to decide by secret ballot to negotiate independently of other school personnel. Requires the educational employees labor relations

agency to conduct a representation election in such circumstances, upon petition of 25 percent of the employees in a proper negotiating unit.

14.20.565. Requires the school board, on request of an employee bargaining organization, to meet with the organization's representatives within 20 days after the request. Reciprocally, requires the employee bargaining organization to meet with a school board or its representatives within 20 days after its request.

14.20.565(b). Permits negotiation meetings to be in executive session, except that all final agreements shall be made at a public meeting of the school board.

14.20.570(a). When an employee bargaining agency or a school board certifies that the parties cannot agree on an independent private mediator, and that good faith negotiations have terminated in an impasse, and the requesting party asks for mediation from the U. S. Federal Mediation and Conciliation Service, the requesting party must notify the educational employees labor relations agency. This paragraph deletes provisions requiring a mediator to reduce "all the agreed terms, conditions and other items to a written contract" within 30 days "of the initial meeting of the parties (unless the parties mutually agree to extend the period)." This paragraph also deletes language in present law governing the size of the negotiating team that appears before the mediator.

14.20.580. Requires the mediator to notify the educational employees labor relations agency either when the parties reach agreement or when the mediator determines that they are at impasse. Provides for a 10-day cooling-off period following mediation.

14.20.581. Provides the "local option", i.e., the school board's right by resolution adopted following public hearing to decide "whether last best offer mediated arbitration or the right to strike shall follow the mediation procedure." However, the board's resolution shall be adopted before the "mediation process begins." (However, the parties may mutually agree to modify the option selected originally by the board).

14.20.582. Provides that where a school board has taken the right-to-strike option, a strike may occur if a majority of the employees in the bargaining agency elect to strike. Provides that where the employees vote not to strike, the school board shall not be required to participate in arbitration. Provides that "an aggrieved person" may apply to the Superior Court to enjoin a strike, and an injunction can issue if the strike "threatens the health, safety, or welfare of the public." If a strike is enjoined by the Court, after considering "the total equities", and an impasse still

remains, the parties shall submit to arbitration. Provides that elections under this section will be conducted by the educational employees labor relations agency.

14.20.583. Provides for arbitration if the school board's "local option" is the non-strike option, or if arbitration arises after a Court injunction against a strike, or where a strike has occurred in a district which permits strikes and a majority of the employees in the bargaining agency have elected to strike. Provides that the educational employees labor relations agency may direct the parties to use the services of and comply with the procedures of the Federal Mediation and Conciliation Service or the American Arbitration Association, if the parties are unable to otherwise agree upon a mutually selected arbitrator.

14.20.582(b). Provides for mediated arbitration. The parties are to submit evidence to support their respective positions before the arbitrator. Each party can respond to the other's evidence. The arbitrator may propose compromises. The arbitrator, on his own motion or the request of either party, may call for a public meeting to allow the parties to present and explain their "last best offer(s)". Before final submission to the arbitrator for decision, the arbitrator shall allow each party "to revise its last best offer."

14.20.582(c). Sets out the factors which the arbitrator will take into consideration.

14.20.582(d). Requires the arbitrator to adopt "without modification" the last best offer of either of the parties.

14.20.582(3). Requires the parties to share the cost of the arbitrator equally.

14.20.584. Provides for the confirmation by the Court of the arbitrator's award, and provides for Court vacation of an award in certain circumstances similar to those applicable under the Alaska Arbitration Act.

14.20.585. Provides for modification or correction of an award, under circumstances similar to those applicable in the Alaska Arbitration Act where modification or correction is provided for.

14.20.590. Requires grievance procedures and a definition of "grievances" in all agreements. Requires each agreement to provide a method for the selection of an arbitrator to resolve grievances.

14.20.600. Requires the educational employees labor relations agency to set forth procedures to safeguard the rights of "nonassociation" of employees having "bona fide religious convictions."

14.20.605. Establishes the educational employees labor relations agency, as explained above. Members of the agency receive no compensation, but are entitled to per diem and travel expenses. The agency may employ staff to implement the provisions of the chapter.

14.20.606. Functions set out in AS 23.40.120 - 23.40.180 are to be performed by the educational employees labor relations agency, as well as specific functions set out in this chapter. The school board and the employee organization alike are prohibited from "unfair labor practices", as described in AS 23.40.110.

14.20.610. Reiterates the power of school boards to "make final decisions on educational policies."

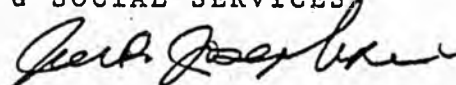
Sec. 13. (Temporary Provision). School Boards must make their initial local option decision between last best offer mediated arbitration and the right-to-strike within 90 days after enactment of the chapter.

Sec. 14. (Temporary Provision). "Grandfather" clause for existing negotiating units and negotiating agreements.

Sec. 15. (Temporary Provision). The effective date is to be immediate.

Respectfully Submitted,

COMMITTEE ON HEALTH, EDUCATION
& SOCIAL SERVICES


By: Joe P. Josephson, Chair

Request office 4-21-83

I. REQUEST

Bill/Resolution No.: CS SB 78 (Hess)
 Title: Teachers' Collective Bargain Agmts
 Sponsor: Health, Educ. & Social Serv.
 Requestor: _____

II. FISCAL DETAIL

Agency Affected: Administration
 Program Category Affected: Independent Oper
 BRU, Program of Subprogram(s) Affected:
Labor Relations Agency

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
OPERATING						
100 PERSONAL SERVICES	-0-	-0-	0-	-0-	-0-	-0-
200 TRAVEL	-0-	7.5	4.7	4.7	4.7	4.7
300 CONTRACTUAL	-0-	27.6	17.3	17.3	17.3	17.3
400 COMMODITIES	-0-	0.4	0.3	0.3	0.3	0.3
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC						
TOTAL OPERATING	-0-	35.5	22.3	22.3	22.3	22.3
CAPITAL	-0-	-0-	-0-	-0-	-0-	-0-
REVENUE	-0-	-0-	-0-	-0-	-0-	-0-

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	35.5	22.3	22.3	22.3	22.3
FEDERAL FUNDS						
OTHER (Specify Source)						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

III. SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

None

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Ken Ryals *Ken Ryals*
 Division: Administrative Services

Phone: 465-2277
 Date: 4/21/83

Approved by Commissioner: Lisa Rudd *L.R.*
 Department: ADMINISTRATION

Date: 4/21/83

Distribution:

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3/8/83

A. Assumptions: Since this bill will make the three member State Labor Relations Agency (LRA) serve as the majority of the new, five member Educational Employees Labor Relations Agency (EELRA), it will add to the LRA's workload. Our experience with implementation of the Public Employment Relations Act leads us to believe that the workload increase will be most pronounced during the first year of operation under the new law, as bargaining units are set up and representation elections conducted. Subsequent years' workloads will be permanently higher than present, since a larger client group will permanently be served, but the lasting impact on workload will be significantly less than the initial impact. We have assumed a 40% workload increase (above present) for the first year; subsequent years' workloads are assumed to be 25% higher than the present.

While serving as the EELRA, travel and per diem costs will be proportionately higher, since five members will be participating instead of the present three.

B. Program Summary: Present Labor Relations Agency services include bargaining unit determination; conducting representation elections, investigation and conciliation of complaints, holding hearings, and issuing orders and decisions. A larger client group - educational employees, their representatives, and school boards - will receive these services. No new positions will be required; none presently are authorized. Since office and legal services are contracted for, there will be a significant increase in contractual services. Travel and per diem will also increase with the size and workload of the Agency.

C. Computations: 1. First year under CS SB 78 - FY84

200 Travel: Funded @ \$11.2 for FY83. This is for three members (\$3.7 ea.) with an assumed workload of 1.00. If workload is increased to 1.40 and five members participate in the new case load, the increase in travel funding requirements will be:

Three existing members: $\$11.2 \times .40 = \4.5
 Two new members: $\$3.7 \times .80 = 3.0$

Total FY84 Travel Increase \$7.5

300 Contractual: Funded during FY83 at \$69.0. Increase of .40 = \$27.6

400 Commodities: Funded during FY83 at \$1.0. Increase of .40 = \$.4

Total FY84 Increase \$35.5

2. Subsequent years under CS SB 78 - FY85-88

200 Travel:

Three existing members: $\$11.2 \times .25 = \2.8
 Two new members: $\$3.7 \times .50 = \1.9

Total FY85-88 Travel Increase \$4.7

300 Contractual: $\$69.0 \times .25 = \17.3

400 Commodities: $\$1.0 \times .25 = \0.3

Total FY85-88 Increase \$22.3

I. REQUEST

Bill/Resolution No.: SB 78
 Title: Educational Employees Negotiations
 Sponsor: Kerttula, V. Fischer, Josephson,
 Requestor: _____ et al

II. FISCAL DETAIL

Agency Affected: Administration
 Program Category Affected: Gen. Admin Svcs
 BRU, Program of Subprogram(s) Affected:
 Labor Relations

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
OPERATING:						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC						
TOTAL OPERATING	0	0	0	0	0	0
CAPITAL	0	0	0	0	0	0
REVENUE	0	0	0	0	0	0

FUNDING: (Thousands of Dollars)

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

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0
	0	0	0	0	0	0

III. SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

N/A

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Greg E. Strangman
 Division: Labor Relations

Phone: 465-4404
 Date: 4-26-83

Approved by Commissioner: Lisa Rudd
 Department: ADMINISTRATION

Date: 4/26/83

Distribution:

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3/8/83

Offered: 5/11/83
Referred: Finance

Original sponsors: Kerttula, V. Fischer,
Josephson, et al

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2

CS FOR SENATE BILL NO. 78 (HESS)

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

THIRTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to teachers' collective bargaining
7 agreements; 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 Article 6
10 to read:

11 Sec. 14.20.540. DECLARATION OF POLICY. The legislature finds
12 that all public school employees are entitled to participate in for-
13 mulating decisions that pertain to their employment and to the ful-
14 fillment of their professional duties. Effective and responsive
15 administration of public schools is most readily obtained through the
16 negotiation of labor agreements that incorporate both managerial and
17 employee perspectives. The legislature further finds that providing
18 for harmonious and cooperative relations between school boards and
19 employee organizations will promote public education in the state.
20 Accordingly, the legislature declares that it is in the best interest
21 of the state to guarantee all educational employees the opportunity to
22 form employee organizations and to negotiate with respect to the terms
23 and conditions of their employment.

24 * Sec. 2. AS 14.20.550 is amended to read:

25 Sec. 14.20.550. NEGOTIATION WITH [CERTIFICATED] EMPLOYEES. (a)
26 Each city, borough and regional school board, shall negotiate with its
27 certificated and noncertificated employees in good faith on matters
28 pertaining to their employment and the fulfillment of their profes-
29 sional duties.

1 (b) In AS 14.20.540 - 14.20.610, "certificated employees" in-
2 cludes teachers, counselors, principals, assistant principals, and
3 other certificated administrative personnel, but does not include
4 superintendents, assistant superintendents, and other certificated
5 executive administrative personnel who the educational employees labor
6 relations agency determines to be inappropriate members of an employee
7 negotiating unit.

8 * Sec. 3. AS 14.20.555(a) is amended to read:

9 (a) Negotiations between the [CERTIFICATED] employees of the
10 regional educational attendance areas and the respective regional
11 school boards shall be conducted by one team representing all the
12 [CERTIFICATED] employees [, ONE TEAM REPRESENTING ALL THE CERTIFICATED
13 ADMINISTRATIVE PERSONNEL IF THEY HAVE JOINED TOGETHER TO NEGOTIATE
14 INDEPENDENTLY AS PROVIDED IN AS 14.20.560(f),] and one team represent-
15 ing all the participating regional school boards. If administrative
16 personnel or noncertificated employees have joined together to negoti-
17 ate independently as provided in AS 14.20.560(f), a team representing
18 the independent employee organizations shall participate in the nego-
19 tiations.

20 * Sec. 4. AS 14.20.560 is repealed and reenacted to read:

21 Sec. 14.20.560. NEGOTIATING UNIT. (a) The educational employ-
22 ees labor relations agency shall decide in each case, in order to
23 assure to employees the fullest freedom in exercising the rights
24 provided under AS 14.20.540 - 14.20.610, the unit appropriate for the
25 purposes of negotiation, based on such factors as community of inter-
26 est, wages, hours, and other working conditions of the employees in-
27 volved, the history of negotiating, and the desires of the employees.
28 Negotiating units shall be as large as is reasonable and unnecessary
29 fragmenting shall be avoided.

1 (b) Upon petition for certification by 25 percent of the employ-
2 ees in a proposed negotiation unit and if the educational employees
3 labor relations agency has reasonable cause to believe that a question
4 of representation exists, the agency shall provide for an appropriate
5 hearing upon due notice. If the educational employees labor relations
6 agency finds that there is a question of representation, the educa-
7 tional employees labor relations agency shall direct an election by
8 secret ballot to determine whether or by which organization the em-
9 ployees desire to be represented and shall certify the results of the
10 election. This section does not prohibit the waiving of hearings by
11 stipulation for the purpose of a consent election or voluntary certi-
12 fication in conformity with the regulations of the educational employ-
13 ees labor relations agency or an election in a negotiating unit agreed
14 upon by the parties. The educational employees labor relations agency
15 shall determine who is eligible to vote in an election and shall adopt
16 rules governing the election. In an election in which none of the
17 choices on the ballot receives a majority of the votes cast, a runoff
18 election shall be conducted. The ballot in the runoff election shall
19 provide for selection between the two choices receiving the largest
20 and the second largest number of valid votes cast in the election. If
21 an organization receives the majority of the votes cast in the elec-
22 tion, it shall be certified by the educational employees labor rela-
23 tions agency as the exclusive representative of all the employees in
24 the negotiating unit.

25 (c) An election may not be held in a negotiating unit or in a
26 subdivision of a negotiating unit if a valid election has been held
27 within the preceding 12 months.

28 (d) This section does not prohibit recognition of an organiza-
29 tion as the exclusive representative by a board by mutual consent.

1 (e) An election may not be directed by the educational employees
2 labor relations agency in a negotiating unit in which there is in
3 force a valid agreement, except during the 90-day period preceding the
4 expiration date of the agreement. However, an agreement may not bar
5 an election upon petition of persons in the negotiating unit but not
6 parties to the agreement if more than three years have elapsed since
7 the execution of the agreement or the last timely renewal, whichever
8 was later.

9 (f) This section does not prohibit noncertificated employees or
10 certificated administrative personnel groups from choosing by secret
11 ballot to negotiate independently of other personnel. If noncer-
12 tificated or certificated administrative personnel seek to negotiate
13 independently of other certificated employees, the educational employ-
14 ees labor relations agency shall review the submitted representation
15 petition and, if 25 percent of the employees in a proper negotiating
16 unit sign the petition, the agency shall conduct a representation
17 election.

18 * Sec. 5. AS 14.20 is amended by adding a new section to read:

19 Sec. 14.20.565. NEGOTIATION MEETINGS. (a) A school board
20 shall, upon the written request of an employee bargaining organiza-
21 tion, meet with the representative of the organization within 20 days
22 after the request at a time and place to be mutually agreed upon. In
23 the same manner, representatives of an employee bargaining organiza-
24 tion are required to meet with a school board or its representatives
25 within 20 days after receiving a written request.

26 (b) Notwithstanding AS 44.62.310, a negotiating meeting may be
27 held in executive session upon mutual agreement of both parties, but
28 all final agreements shall be made at a public meeting of the school
29 board.

1 * Sec. 6. AS 14.20.570(a) is amended to read:

2 (a) Upon the written request for mediation by an employee bar-
3 gaining agency or a school board, and upon certification by the re-
4 questing party that the parties cannot agree on an independent private
5 mediator and that good faith negotiations have terminated in an im-
6 passe, the following shall occur [OCCURS]:

7 (1) Within seven days of the certification the requesting
8 party shall ask the United States Federal Mediation and Conciliation
9 Service to serve as the agency to resolve the dispute. The requesting
10 party shall notify the educational employees labor relations agency
11 that the parties have requested a mediator.

12 (2) The mediator shall chair all mediation meetings between
13 the disputing parties and attempt to resolve the differences between
14 the disputing parties and reach common acceptance of terms and condi-
15 tions or other items in dispute wherever possible.

16 [(3) WITHIN 30 DAYS OF THE INITIAL MEETING OF THE PARTIES
17 TO THE DISPUTE THE MEDIATOR SHALL HAVE REDUCED ALL THE AGREED TERMS,
18 CONDITIONS AND OTHER ITEMS TO A WRITTEN CONTRACT. IF MUTUALLY AGREED
19 THE PERIOD FOR REPORTING THE CONTRACT TO BOTH PARTIES MAY BE EXTEND-
20 ED.]

21 (3) [(4)] Each party to the dispute may select a team [OF
22 NOT MORE THAN FIVE PERSONS] to present the evidence, thinking, and
23 position of the group they represent [,] to the mediator.

24 * Sec. 7. AS 14.20.580 is repealed and reenacted to read:

25 Sec. 14.20.580. CONTINUED IMPASSE. The mediator shall notify
26 the educational employees labor relations agency when the parties
27 jointly agree, or when the mediator independently determines, that
28 further mediation would not promote resolution of the dispute. Fol-
29 lowing mediation, the parties shall observe a 10-day cooling-off

1 period.

2 * Sec. 8. AS 14.20 is amended by adding new sections to read:

3 Sec. 14.20.581. LOCAL OPTION. (a) A school board after public
4 hearing shall by written resolution decide whether last best offer
5 mediated arbitration or the right to strike shall follow the mediation
6 procedure described in AS 14.20.570. The resolution shall be adopted
7 before the mediation process begins.

8 (b) A resolution adopted in accordance with this section is
9 binding until an agreement is reached. However, the parties may
10 mutually agree to modify the option selected under this section.

11 Sec. 14.20.582. EMPLOYEE STRIKES. (a) If the board adopts a
12 resolution that authorizes employees to engage in a strike, the
13 employees may engage in a strike if a majority of the employees who
14 are members of the bargaining agency elect to do so.

15 (b) If the employees elect not to strike, the school board is
16 not required to participate in arbitration. This subsection does not
17 prohibit the parties from requesting continued assistance from the
18 educational employees labor relations agency in the resolution of the
19 dispute.

20 (c) During a strike described in (a) of this section, an
21 aggrieved person may apply to the superior court in the judicial
22 district in which the strike is occurring for an order enjoining the
23 strike. A strike may not be enjoined unless it can be shown that it
24 threatens the health, safety, or welfare of the public. A court, in
25 deciding whether to enjoin the strike, shall consider the total equi-
26 ties in each particular case. Total equities includes the impact of a
27 strike on the public as well as the extent to which employee organiza-
28 tions and public employers have met their statutory obligations. If
29 an impasse or deadlock still exists after the issuance of an

1 injunction, the parties shall submit to arbitration under AS 14.-
2 20.583.

3 (d) The educational employees labor relations agency shall
4 establish procedures under which the bargaining agent shall conduct
5 the election described in this section.

6 Sec. 14.20.583. ARBITRATION. (a) The parties shall submit to
7 last best offer mediated arbitration if the board adopts a resolution
8 under AS 14.20.581 that precludes an employee strike, or if
9 arbitration results under AS 14.20.582(a) or (c). An agreement
10 between a board and an employee group shall include a procedure to
11 promptly select an arbitrator. If the parties are unable to agree on a
12 contractual provision that provides for the selection of an
13 arbitrator, the educational employees labor relations agency shall
14 direct the parties to use the services of and comply with the
15 procedures of the Federal Mediation and Conciliation Services or the
16 American Arbitration Association in the selection of an arbitrator.
17 An arbitrator selected under this subsection shall be a resident of
18 the state.

19 (b) In last best offer mediated arbitration under this section
20 each party shall submit a final offer on all issues in dispute. Each
21 party shall submit to the arbitrator oral or written evidence in
22 support of its position and shall be given an opportunity to respond
23 to the presentation of evidence by the other party. The arbitrator
24 may propose compromises to points in dispute. At the request of
25 either party, or on the motion of the arbitrator, the arbitrator may
26 conduct a public meeting for the purpose of allowing the parties to
27 present and explain their positions and final offers. The arbitrator
28 shall allow each party to revise its last best offer before final
29 submission to the arbitrator for decision.

1 (c) The decision of the arbitrator shall take into consideration
2 (1) the history of negotiations between the parties before
3 entering arbitration;

4 (2) the public interest and financial abilities of the
5 school district;

6 (3) the interest and welfare of the employee group;

7 (4) changes in the cost of living;

8 (5) the existing employment conditions of the employee
9 group compared with those of similar groups; and

10 (6) the salaries, fringe benefits and other conditions of
11 employment prevailing in the state labor market.

12 (d) The arbitrator shall without modification adopt the last
13 best offer of one of the parties and issue a final and binding
14 decision not more than 10 days after the parties have presented their
15 last best offer.

16 (e) The parties shall share the cost of the arbitrator equally.

17 Sec. 14.20.584. ARBITRATION AWARD. (a) On application of a
18 party, the superior court shall confirm an award unless grounds are
19 urged for vacating, modifying, or correcting the award.

20 (b) On application of a party, the court shall vacate an award
21 if

22 (1) the award was procured by fraud or other undue means;

23 (2) there was evident partiality, corruption, or misconduct
24 by an arbitrator prejudicing the rights of a party;

25 (3) the arbitrator exceeded its powers;

26 (4) the arbitrator refused to postpone the hearing upon
27 sufficient cause being shown for postponement, refused to hear evi-
28 dence material to the controversy, or otherwise conducted the hearing
29 to substantially prejudice the rights of a party.

1 (c) The fact that the relief ordered by an arbitrator could not
2 or would not be granted by a court is not ground for vacating or
3 refusing to confirm the award.

4 (d) An application to the superior court under this section
5 shall be made within 90 days after delivery of a copy of the award to
6 the applicant. However, if the application is predicated upon cor-
7 ruption, fraud, or other undue means by either the opposing party or
8 an arbitrator, it shall be made within 90 days after the grounds are
9 known or should have been known.

10 (e) In vacating an award the court may order a rehearing before
11 a new arbitrator chosen as provided in the agreement, or in the ab-
12 sence of a provision in the agreement, as provided under AS 14.20.583.
13 If the award is vacated on grounds set out in (b)(3) or (4) of this
14 section, the court may order a rehearing before an arbitrator who made
15 the award or before a successor appointed as provided in this sub-
16 section. The time within which the original agreement of the parties
17 requires an arbitration award to be made is applicable to the rehear-
18 ing and commences from the date of the order requiring a rehearing.

19 (f) If the application to vacate is denied and a motion to
20 modify or correct the award is not pending, the court shall confirm
21 the award.

22 Sec. 14.20.585. MODIFICATION OR CORRECTION OF AWARD. (a) On
23 application of a party made within 90 days after delivery of a copy of
24 the award to the applicant the superior court shall modify or correct
25 the award if

26 (1) there was an evident miscalculation of figures or an
27 evident mistake in the description of a person or real or personal
28 property referred to in the award;

29 (2) an arbitrator has made an award concerning a matter not

1 submitted to the arbitrator and the award may be corrected without
2 affecting the merits of the decision upon the issues submitted; or

3 (3) the award is imperfect in a matter of form not affect-
4 ing the merits of the controversy.

5 (b) If the application of a party under this section is granted,
6 the court shall modify and correct the award to effect its intent and
7 shall confirm the award as modified and corrected. If the application
8 is denied, the court shall confirm the award as made.

9 (c) An application to modify or correct an award may be joined
10 in the alternative with an application to vacate the award.

11 * Sec. 9. AS 14.20.590 is amended to read:

12 Sec. 14.20.590. GRIEVANCE PROCEDURES. Negotiations agreements
13 executed after July 1, 1975, shall define "grievances" and provide for
14 grievance procedures [FOR THE CERTIFICATED STAFF]. The grievance
15 procedures shall provide that the final step in the procedure shall be
16 binding arbitration. The negotiations agreement shall provide a
17 method for the selection of an arbitrator to resolve grievances.

18 * Sec. 10. AS 14.20.600 is amended to read:

19 Sec. 14.20.600. INDIVIDUAL RIGHTS [CASES]. (a) Nothing in
20 AS 14.20.550 - 14.20.590 prohibits an employee from addressing a
21 school board, as an individual, through the regular procedures of the
22 school board for hearing individual cases.

23 (b) The educational employees labor relations agency consistent
24 with the purposes of AS 14.20.540 - 14.20.610 shall set forth proce-
25 dures to safeguard the rights of nonassociation of employees having
26 bona fide religious convictions.

27 * Sec. 11. AS 14.20 is amended by adding new sections to read:

28 Sec. 14.20.605. EDUCATIONAL EMPLOYEES LABOR RELATIONS AGENCY.

29 (a) There is established an educational employees labor relations

1 agency which consists of five members. The three members of the state
2 labor relations agency (AS 23.40) are members of the educational
3 employees labor agency. The governor shall appoint two additional
4 members to the agency one each from lists of nominees submitted by the
5 National Education Association of Alaska and the Alaska Association of
6 School Boards, each of whom must have at least three years experience
7 in matters relating to education in Alaska. The two gubernatorial
8 appointees to the educational employees labor relations agency serve
9 at the pleasure of the governor.

10 (b) Members of the educational employees labor relations agency
11 receive no compensation for their services, but are entitled to per
12 diem and travel expenses authorized for boards and commissions.

13 (c) The educational employees labor relations agency may employ
14 staff assistance as it considers necessary to implement the provisions
15 of AS 14.20.540 - 14.20.610.

16 Sec. 14.20.606. POWER TO IMPLEMENT NEGOTIATIONS. (a) The
17 educational employees labor relations agency shall perform the func-
18 tions described in AS 23.40.120 - 23.40.180 to carry out the provi-
19 sions of AS 14.20.540 - 14.20.610.

20 (b) The prohibition of unfair labor practices, as described in
21 AS 23.40.110, applies to a school board and an employee organization.

22 * Sec. 12. AS 14.20.610 is amended to read:

23 Sec. 14.20.610. LEGAL RESPONSIBILITIES OF BOARDS. Nothing in
24 AS 14.20.540 - 14.20.600 [14.20.550 - 14.20.600] may be construed as
25 an abrogation or delegation of the legal responsibilities, powers, and
26 duties of the school board including its right to make final decisions
27 on educational policies.

28 * Sec. 13. An existing school board shall make the local option deci-
29 sion between last best offer mediated arbitration or the right to strike

1 required under AS 14.20.581(a) added by sec. 8 of this Act within 90 days
2 after the effective date of this Act.

3 * Sec. 14. This Act does not modify or terminate a negotiating unit or
4 agreement in existence on the effective date of this Act.

5 * Sec. 15. This Act takes effect immediately in accordance with AS 01.-
6 10.070(c).