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# federation of teachers

2533 providence, anchorage, alaska 99504, (907) 279-6722

March 7, 1984

Senate HESS

## HOW SB467 CAME ABOUT

The UA Board of Regents' request to amend P.E.R.A. and remove collective bargaining rights for University employees--including community college full and part time faculty--is the result of a concerted, arbitrary decision by ten Regents, an outgoing President, and a highly priced anti-union attorney.

That decision was made in early December at a regents meeting in Anchorage. The regents, at the last moment, revised their scheduled agenda so that this topic would be "discussed" after a closed door executive session. It was the only item rescheduled to occur after executive session.

The "discussion" which followed in open session lasted approximately ten minutes and the attorney presented his report and recommendation to the Board. This attorney suggested that teachers simply were stalling and waiting for arbitration in the current labor negotiations with the ACCFT. He further advised that teachers should be left out in the streets--once they strike they are unemployed. Only two regents had questions and one was on the procedure to adopt the attorney's recommendations. The President then distributed to the regents prepared resolutions to remove binding arbitration as the last step in collective bargaining for UA full time employees and remove part time from the P.E.R.A. protections. The resolutions passed without dissent.

I am unaware of these resolutions being addressed at any earlier time by subcommittees of the Board, the University Assembly, Community College, Rural Education Assembly, or the Anchorage Community College Assembly. Nor am I aware of any good faith attempt on the part of the administration or Board to seek input from faculty, classified, or maintenance employees most affected by these resolutions. Essentially their decision was arrived at privately, without desire for input, and in an arbitrary manner.

alaska community colleges'

american fed. of teachers, local 2404, american fed. of labor — congress of industrial organizations

anchorage  
betts  
bartlett  
givers  
jones/obryen  
kennedy  
ketchikan  
ketchikan  
noble  
palmer/valley  
sitka  
valdez

## "BAD FAITH" MOTIVATION

The Board's decision came at their first meeting after the Alaska Labor Relations Agency found that the University was guilty of numerous unfair labor practices. These included:

- a) The UA demand to limit negotiating hours was made in "bad faith".
- b) The UA demands on unilaterally imposed meeting sites for negotiations was made in "bad faith".
- c) The UA denial of release time for teaching faculty negotiators was made in "bad faith".
- d) The UA showed "anti-union animus" which was "obvious to this Agency from the facts that show the University did not follow its own procedures" in discriminating against the Union president in a teaching assignment.

Earlier the Labor Relations Agency had found the University guilty of "bad faith bargaining, surface bargaining and bargaining without any intention of reaching an agreement with the Union and to declare an impasse where non existed". The UA has further refused to honor terms of the previous contract and pay teachers entitled lane and step earnings. This even though the legislature and attorney general have notified the UA of their obligation.

## CONCLUSIONS

This proposed revision to P.E.R.A. is an obvious effort by a minority who, at great public expense and in contravention of Alaska statute, have violated the collective bargaining process. Having failed they now seek to take away rights of University teachers, classified and maintenance employees. The legislators should view this as simple a way for the UA to place themselves above the law--a special class of employers who can only function outside Alaska statute. This "plantation mentality" ended rightfully in 1972 when the legislature enacted P.E.R.A. and placed the University under its provisions. The UA should not be treated differently than any other state agency.

Attached are resolutions opposing changes in P.E.R.A. from the ACCFT, the Anchorage, Fairbanks, Sitka and Ketchikan Central Labor Councils and the Western Alaska Building Trades.

[1]

Agenda  
Board of Regents Meeting  
9:00 a.m., December 1-2, 1983  
Anchorage/Fairbanks Room  
Holiday Inn, 239 W. 4th Avenue, Anchorage

9:00 Exec Session

Joint Session

Reg. Interest

Hi/Set

- 1. Call to Order
- 2. Adoption of the Agenda

MOTION

"The Board of Regents adopts the agenda as presented."

- 1. Call to Order
- 2. Adoption of Agenda
- 3. Approval of Minutes
- 4. Constituency Comments
- 5. Charge to the Presidential Search Committee
- 6. Annual Council Chairperson Reports
- 7. Housing Policy Approval
- 8. Approval of Kuskokwim CC Student Housing Design
- 9. Approval of Consultant Selection
- 10. Acceptance of ACC Bookstore Bldg
- 11. Acceptance of ACC Allied Health Sciences Bldg
- 12. Acceptance of UAA Admin/Office/Class Bldg
- 13. UA/Anchorage/DNR Land Settlement
- 14. Physical Sciences Endowment Transfer
- 15. Lapsing Capital Appropriation
- 16. Corporate Authority Resolution
- 17. Program Deletions - Northwest CC
- 18. Proposed Labor Law Revisions
- 19. Executive Session
- 20. Election of Board Vice President and Appointment of Committee Chairs
- 21. Joint session with Legislative Finance Committees
- 22. Additional Items
- 23. Other Issues of Concern
- 24. Adjourn

This action is effective December 1, 1983."

- 3. Approval of the Minutes

Reference 3

MOTION

"The Board of Regents approves the minutes of the September 15-16, 1983 and October 21, 1983 Board of Regents meetings. This action is effective December 1, 1983."

- A. Deletion of the Certificate Program in Surveying. Reason: There are no enrollments now, there have not been any for the past several years, there are no recent graduates of the program, there is no resident faculty competent to offer the program, and there is no demand and few employment opportunities.
- B. Deletion of the Certificate and A.A.S. Programs in Education. Reason: No demand exists for these programs. All students who are interested in pursuing this field are enrolled in the Associate of Arts degree general transfer program.
- C. Deletion of the Certificate and A.A.S. Programs in Vocational-Technical Education. Reasons: There are no current enrollments, no current demand for the programs, and program reviews indicate no immediate future demand.
- D. Deletion of A.A.S. in Art. Reasons: Program review indicates that offerings are insufficient to offer a complete program to students; there are no majors in this program and no full-time faculty.

NWCC is changing the name of its certificate and A.A.S. degree programs in Health Science to Community Health Practitioner. There has been no change in the curriculum requirements for these programs. The change in name is made to more accurately describe the nature of the programs and to match the name of the same program at Kuskokwim Community College.

*Resolution  
Motion*

The proposed deletions have been reviewed by the Educational Policy and Program Committee.

The Educational Policy and Program Committee recommends that:

MOTION

"The Board of Regents approves the deletion of the certificate programs in Surveying, Education and Vocational-Technical Education and the Associate of Applied Science Degree Programs in Education, Vocational-Technical Education, and Art at Northwest Community College. This action is effective December 1, 1983."

*9:00 AM*

18. Proposed Changes in the Public Employee Collective Bargaining Act

President Barton will lead a discussion of the proposed changes to the Public Employee Bargaining Act and the effect of the Act on the University of Alaska.

Board of Regents Meeting  
December 1-2, 1983

19. Executive Session

MOTION

✓✓ "The Board of Regents goes into executive session to discuss matters that come within Alaska Statutes, Section 44.62.310 (c)(1) OR (c)(1) and (2), (discussion of ACCFT negotiations, litigation matters and personnel matters including honorary degrees and meritorious service awards). This action is effective December 1, 1983."

20. Joint Session with Members of the House and Senate Finance Committees *hang UP and Tabor*

21. Election of Board Vice President and Appointment of Committee Chairs

*Rosenman - Computer Planning  
Fate - CCRFE  
Milleditch - Ed Poling  
R. Burnett - Honor Rosen*

22. Additional Items

President's Comments  
Regents' Comments

23. Other Issues of Concern to the Board of Regents

24. Adjourn

RESOLUTION #1

RESOLVED: That the Board of Regents of the University of Alaska, in order to preserve the authority granted to it by the Alaska Constitution, urges the Governor of Alaska to seek and the Legislature to enact, amendments to the Public Employment Relations Act (AS 23.40.070 et seq.): (1) exempting the University and each of its subdivisions from the arbitration requirements of AS 23.40.200(c), or (2) reclassifying the employees of the University and its subdivisions from the class described in AS 23.40.200(a)(2) to the class described in AS 23.40.200(a)(3).

RESOLUTION #4

RESOLVED: That the Board of Regents of the University of Alaska urges the Governor to seek and the Legislature to enact, amendments to the Public Employment Relations Act denying to temporary part-time employees of the University and each of its subdivisions the rights set forth in AS 23.40.080 and exempting the University and each of its subdivisions from any obligation to recognize or bargain collectively with temporary part-time employees or any organization representing them.



# Union UPDATE

ALRA  
ALASKA  
LABOR  
RELATIONS  
AGENCY  
PRIME MINISTER  
SILVA  
VOLTAZ

ACCFT Local 2404, 2533 Providence Drive, Anchorage AK 99508 (907) 562-2660

November 14, 1983

## A.L.R.A. Rules

Decisions on a series of unfair labor practices and a petition to enforce the collective bargaining agreement regarding negotiations were made by the Alaska Labor Relations Agency (A.L.R.A.) on Friday. The issues focus on subjects of negotiating times, places, and teaching assignments for negotiators.

You may recall that there were earlier unfair labor practices filed by the Union against the University which were upheld. And the University was ordered to cease and desist. Those were namely ULPC 83-1 (University's insistence that all negotiations take place in the Chancellor's conference room at ACC) and ULPC 83-3 (bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement and to declare an impasse where none existed).

Time and Location In the current cases relating to time and location, the Agency issued findings and a set of guidelines. In a nutshell, the University was found to have committed additional unfair labor practices. In the Union 83-5,7 and University 83-9,10 and petition 83-4, the Agency findings included

1. The University's demand to limit negotiating hours was made in bad faith.
2. The meeting place was made in bad faith because the University insisted on three criteria: a typewriter, xerox machine and University personnel.
3. Union members cannot be expected to teach twelve hours, fulfill their fifth part, prepare for classes, prepare tests, meet with students, and meet their other duties which might take as long as twelve hours in addition to negotiating Monday and Wednesday for six hours, Friday for eight hours, and Saturday and Sunday for twenty-four hours pursuant to Management's demands. The University's denial of any release time for faculty negotiators for the Fall

of 1983 was made in bad faith. Guidelines were set forth to insure that the parties meet in the future and negotiate this matter in good faith.

4. The Union's ULPC 83-7 (refusal to meet at alternative sites) and the University's ULPC 83-9 (proposing bargaining sites which the Union allegedly knew were not available) were dismissed by the Agency.
5. The University's ULPC 83-10 was denied by the Agency. The Agency found that the Union's request that the first Friday of each month be preempted for their statewide executive board meeting, was not unreasonable. However, the Agency did order the Union to cease and desist from requiring a preemption for executive board meeting each Wednesday from 3:00 to 5:00.
6. The University's petition 83-4 (negotiations only on Monday and Wednesday afternoons, Fridays as available, and Saturday and Sundays) was denied by the Agency. The Agency found that the position of the University was "another example of how Management is picking at every straw and arguing everything possible to avoid effectuating the true intent of Section 1.5, while alleging that an arbitrator's decision of seven years ago supports their position."

The Agency then provided a list of 12 guidelines to be followed to resolve once and for all the six cases relating to this matter and order the parties to meet on Monday of this week to settle the matter.

A meeting with the University has been scheduled for Monday afternoon.

### Teaching Assignments for Negotiators

In decisions relating to teaching assignments for Union negotiators (83-2, Denied summer teaching and 83-5, Denied Union President employment as teacher of labor history on an overload basis), the Agency concluded that,

... did not mean;  
therefore, the unfair labor  
practices alleged are dismissed.  
The Agency found that the  
"University had valid business  
reasons for requiring faculty  
members to be available to teach  
assigned summer courses." The  
negotiators would be in  
negotiations and probably not  
available for class assignments.

2. In 83-5, the University  
committed an unfair labor  
practice by not offering History  
246 to Ralph McGrath during the  
fall of 1983. The anti-union  
animus was "obvious to this  
Agency from the facts that show  
the University did not follow  
its own procedures. Ralph  
McGrath asked for an explanation  
for why he did not receive the  
teaching assignment and was not  
granted a satisfactory  
explanation. Ralph McGrath  
requested reasonable information  
and was told by Mr. Cordova that  
the issue was moot. The  
University never told Ralph  
McGrath of the financial problem  
or that the University had  
selected an individual (Bill  
Blachman) who was on the  
management team of the  
negotiations prior to the  
hearing...we are persuaded their  
intent was to discriminate  
against Ralph McGrath without  
valid justification, as he is  
directly involved in extensive  
union activity."

The A.L.R.A. decisions are  
available for review from your  
local campus rep or in Anchorage at  
the Union office or from members of  
the Executive Board.

FULL REPORT ON LANE AND STEP HEARINGS  
COMING SOON

CONGRATULATIONS TO AFT STATE PRESIDENT, LAURA VELLEJ,  
FOR THE SUCCESSFUL AFT CONVENTION.



*State of Alaska*

[3-A]

# LABOR RELATIONS AGENCY

P. O. BOX 6701 • ANCHORAGE, ALASKA 99502

TELEPHONE (907) ~~521-4444~~ 521-4800

276-3564

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~XXXXXXXXXXXX~~  
MORGAN REED  
Ben-Humphries  
WM. J. PAZDAUSKIE  
CONSULTANT

11-15-83

## BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE	)	Complainant in ULPC 83-6,
FEDERATION OF TEACHERS,	)	ULPC 83-7; Respondent in
LOCAL NO. 2404,	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4.
Complainant,	)	
	)	
vs.	)	
	)	
UNIVERSITY OF ALASKA,	)	Respondent in ULPC 83-5,
	)	ULPC 83-7; Complainant in
Respondent.	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4.

### ORDER AND DECISION NO. 84

#### GENERAL BACKGROUND

To place these cases in focus, the Agency would like to set forth the past background.

1. In the past years (1974, 1979) these parties have had lengthy, continual negotiations which included the filing of unfair labor practices, mediations, strikes, arbitrations and final settlements. The past practice of the parties in regard to Sec. 1.5 of the contract was that the Teachers were given substitute teachers during the period of negotiations.

In March, 1983, collegial bargaining started and the Teachers were released from their class duties pursuant to a mutual agreement which necessarily incorporated Sec. 1.5 of the

then existing contract. The collegial bargaining process ended with tentative agreement being reached on many sections of the contract, those sections being similar to the past contract.

2. In May, 1983, the University solidified its position and entered formal bargaining with the proposition of three (3) major proposals:

- a. Ending subsidization of the Teachers' Union by the University.
- b. Changing the step and lane automatic increases for teachers' salaries into a merit system.
- c. Increasing the actual teaching load of the Teachers from twelve (12) to fifteen (15) hours per semester at the University's discretion.

Simultaneous with the spring semester negotiations the University Management and faculty met and collegially discussed their summer and fall schedules. For the fall semester no members of the Teachers' bargaining team were scheduled to teach Fridays. The Teachers' bargaining team schedules were arranged so that almost all of them taught morning classes, several had afternoon classes, and one had evening classes. The schedules were set by Management.

3. Prior unfair labor practices were filed by the Teachers against the University, namely ULPC 83-1, 83-2 and 83-2. Those cases have gone to a hearing and unfair labor practices against the University have been found by this Agency. The Agency has not relinquished its continuing jurisdiction concerning the

time and place of meetings in ULPC 83-1.

Summertime negotiations took place with the majority of the Teachers' bargaining team not teaching. The University suggested, and the Union agreed, that the scheduling of the summertime meetings would be scheduled around the Teachers' personal schedules. (Mr. McGrath went to Hawaii for half the summer and negotiations were somewhat sporadic.) The scheduling of the negotiations made it rather obvious that the Teachers did not want to negotiate during the summer from 8:00 a.m. to 5:00 p.m. on a daily basis.

The issue of when and where the parties should meet was not resolved during the summer. The parties were constantly proposing new and different sites, alternate and neutral places. Meetings were held in Building A, the Management's preference; Humana Hospital was a neutral place; the Union offices, under protest by the Union.

Progress was made on many of the remaining and undecided proposals during the summer, even though the meetings were somewhat sporadic.

As the fall schedule approached, the Teachers obviously expected to be relieved of their teaching duties as they had been in the past. The University changed its prior practice of hiring substitutes for the Teachers, and correspondingly allowing the Teachers to negotiate full time relying on Sec. 1.5 of the expired contract. The University wanted to negotiate Monday

and Wednesday from 2:00 to 5:00 p.m. and Fridays, as available. The University subsequently changed its position in wanting to also negotiate Saturdays and Sundays from 7:00 a.m. to 7:00 p.m. The Union countered, proposing to negotiate 8:00 a.m. to 5:00 p.m. daily. No agreement was made concerning the negotiating schedule. The Teachers agreed to meet Monday, Wednesday and Friday, as available, but under protest.

In regard to the new collective bargaining agreement being negotiated, the parties have positioned themselves with the Union basically wanting a status quo contract. The University wants the three major changes which they first expressed at the end of the spring semester when collegial bargaining stopped.

4. This Agency now has four unfair labor practices on time and places filed with it and one petition to enforce Sec. 1.5(a) of the expired but still adhered to contract. The contract is not presently in full force and effect but there is no doubt that the terms and conditions of the contract are. This Agency takes jurisdiction of all the matters put in front of it and is ready to rule on the unfair labor practices and petition.

5. Our intent in making our findings and our guidelines concerning the time and place issues is to insure that the parties negotiate pursuant to the intent of Sec. 1.5 in the expired contract. We believe that this can best be done by having the parties state their reasons in writing, hopefully agree to all terms, and have this Agency take continuing

jurisdiction, if necessary.

OVERVIEW OF OUR DECISIONS

1. ULPC 83-6 is GRANTED and we take continuing jurisdiction over the matter.
2. ULPC 83-7 is DENIED.
3. ULPC 83-9 is DENIED.
4. ULPC 83-10 is GRANTED, in part, DENIED, in part, and continuing jurisdiction is asserted.
5. Petition 83-4 is DENIED.

ULPC 83-6

The issues contained in ULPC 83-6 are:

1. Did the University of Alaska violate 23.40.11(a)(1) and (5) by refusing to negotiate with the Union's bargaining team at reasonable times, and by restricting negotiations to time periods during which the Union's bargaining team had long standing conflicts, the University being aware of such conflicts?

2. Has the University violated 23.40.110(a)(1), (3) and (5) by failing to grant release time to members of the Union's bargaining team contrary to its former practice, even though the monies to pay substitute teachers for Union team members is readily available? This Agency finds that:

- a. The University's demand of limiting negotiation hours was made in bad faith.

(b) University's demand of their terms and conditions of the meeting place was made in bad faith, the place being restricted by the three (3) criteria that:

- i. The location should have available to it the support facilities which would facilitate bargaining, such as: typing, stenographic services, photocopying, caucus rooms, telephones and other common support systems.
- ii. Ready access to pertinent information from the files of both the parties and pertinent information from various administrators and faculty.
- iii. Control of the physical bargaining location by the parties themselves rather than some third party host.

3. The Agency makes this bad faith finding based upon the totality of the circumstances. After reviewing the past practices of the parties, these contracts have necessitated many hours of negotiations. The University has three (3) major proposals which they wish to bargain which appear to necessitate lengthy negotiations. A substantial amount of time was necessary for the University to create and propose its merit system document of approximately 90 pages. It is obvious to this Agency that any Union counterproposal will result in lengthy negotiations, as will the negotiation on the present proposal.

The past practices of the parties has shown that negotiations have been held at the University, union halls, hotel rooms and other areas in Anchorage. The University's sudden insistence that a typewriter, xerox machine and University personnel be at hand is inconsistent and made in bad faith. The University has admitted by their own testimony that the faculty are spread over the campus -- a 10-15 minute walk is possibly necessary for administrators to meet with Management to confer on any particular matter. The bad faith of the University was shown by their demand which is, in effect, a limit on negotiations to places on campus. The parties have a duty to meet at reasonable times and places, such a duty does not necessitate meeting only on campus.

4. The Union members cannot be expected to teach twelve (12) hours during the week, which is their normal full load, plus the fifth part, which involves some other duties, prepare for classes, prepare tests, meet with students and meet their other duties which might take as long as twelve (12) hours, plus negotiate Monday and Wednesday for six (6) hours, Friday for eight (8) hours, and Saturday and Sunday for twenty-four (24) hours pursuant to Management's demands.

The Teachers' schedules which were submitted to this Agency and marked as exhibits clearly show that with the Management's demands there would be virtually no time for the Teachers to meet and prepare for negotiations.

5. The University has had a long past practice in allowing full release time to the Teacher negotiators.

6. We do find that the University's denial of any release time for any faculty negotiators for the fall of 1983 was made in bad faith. But we are not deciding exactly what hours should be granted under Sec. 1.5 of the contract. We are setting forth guidelines in our Order to insure that the parties do meet in the future and negotiate this matter in good faith.

7. The ACCFT has filed a grievance against the University based on the refusal of the University to grant release time to the faculty negotiators. At the hearing ACCFT expressed a desire to have the arbitrator decide the issues contained in the grievance. We understand ACCFT's position to be that they want this Agency to decide the non-release of faculty as a ULPC, and have this Agency defer to arbitration on the issue of damages or the other issues in the grievance. We understand the University's position to be one of acquiescing to arbitration.

This Agency has acknowledged the Collyer doctrine where the HLRB defers to arbitration, at its discretion, where:

- a. The dispute arose within the confines of a long and productive collective bargaining agreement without assertions of enmity by Respondent to employees' exercise of protected rights.
- b. Respondent credibly asserts its willingness to arbitrate.

c. The contract and its meaning lie at the center of the dispute.

We find the meaning of Sec. 1.5 certainly lies at the center of this dispute. The Respondent asserted a willingness to arbitrate, and the parties have asserted a willingness to arbitrate even though assertion of enmity is present. Therefore, our guidelines include that the parties meet and consider what, if anything, they wish to arbitrate and to report back to this Agency concerning same. The Agency will strongly consider deferring to arbitration on any matters put forth by the parties. Our primary intent in our guidelines is to insure that the public, the students and the parties of both sides meet in good faith to obtain a new collective bargaining agreement.

8. Both parties have argued in front of this Agency what they view Sec. 1.5 to mean. Sec. 1.5 places duties on both parties. Sec. 1.5(a) places the duty on the Teachers to schedule negotiations that minimally interfere with their teaching, administrative and other duties. However, both parties have recognized and realized that lengthy negotiations were necessary in the past, and the Management has a corresponding duty to release the Teachers as necessary for the negotiating sessions.

9. The evidence presented leads this Agency to the conclusion that Management has disregarded the principles of Subsection B of Sec. 1.5.

10. Phillip Slattery is a union negotiator who lives

in Sitka, Alaska. Prior to the hearing a substitute teacher was hired to replace him at Sitka Community College. We find the portion of the complaint in regards to Mr. Slattery was effectively dealt with by the parties prior to our hearing. We also find that the parties have effectively rendered the issue of Phillip Slattery moot.

Having made said findings, IT IS OUR ORDER, that the University cease and desist from the aforesaid unfair labor practices and to follow our guidelines in an attempt to resolve ULPC 83-6. Continuing jurisdiction is asserted. Our ORDER incorporates the guidelines set forth at the end of this Order and Decision.

ULPC 83-7

ULPC 83-7 contains the issues of whether the University committed a ULPC by refusing to meet at alternative sites proposed by the Union. This Agency finds that:

1. There is no "per se" rule that the parties alternate sites when they cannot agree upon one mutually agreeable site.
2. That we looked at the record as a whole and decided not to grant this particular unfair labor practice.
3. The granting of the unfair labor practice would set a precedent that if the parties cannot agree upon a mutually agreeable site, that alternate sites' issues would automatically be sought. The proposed precedent violates the spirit of

collective bargaining that the parties mutually agree upon sites, and not unilaterally agree upon alternate sites by being obstreperous.

4. Therefore, we find ACCPT has not met their burden of proof and ORDER the DISMISSAL of ULPC 83-7.

ULPC 83-9

In its complaint the University of Alaska has charged that Local 2404 has violated 23.40.110(c)(2) by refusing to bargain in good faith with a public employer. Specifically, that Local 2404 has engaged in surface bargaining and bad faith bargaining by proposing bargaining sites which the Union allegedly knew were not available to the parties.

We have reviewed the total record of this unfair labor practice and find:

1. That the Union agreed initially to meet at the Chancellor's conference room in Building A, suggesting that there be five sessions in the Chancellor's conference room and then sessions at a site selected by the ACCPT, such as IBEW Hall, Teamsters' Hall or Laborers' Hall. The Union also suggested alternative sites which would involve ongoing sessions for negotiations at one of three mutual sites depending upon the availability of those sites: St. Mary's Episcopal Church at Lake Otis and Tudor, the Alaska Pacific University at East Wesleyan Drive and the Municipality of Anchorage building on

East Tudor.

Those proposals are memorialized by Exhibits 9, 10 and 11 submitted at the hearings.

2. The three union halls were available to the parties at reasonable times. The alternative sites were submitted to the University sites as neutral depending upon the availability of those sites. The University's argument that the Teachers should have known that the sites were unavailable when they proposed them is not persuasive, as the written proposal of the sites specifically stated, if available.

3. Therefore, we ORDER that ULPC 83-9 be DISMISSED as the University has failed to meet the requisite burden of proof.

ULPC 83-10

ULPC 83-10 is the University's unfair labor practice alleging a violation of Alaska Statute Sec. 23.40.110(c)(2) in particular surface bargaining by the acts of:

1. Refusing to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the members of the negotiation team, (as is required by Article 1.5 of the collective bargaining agreement executed by the parties).

2. By insisting that negotiations be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union

negotiating team, when the Union has unilateral control of scheduling such outside activities.

We make the following findings of fact after reviewing the total record:

- a. We DENY the unfair labor practice charged insofar as it alleges that the Teachers have refused to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the negotiating team required by Article 1.5 of the collective bargaining agreement executed by the parties. The Teachers, in fact, agreed to meet at the University's times and places under protest.
- b. We find an unfair labor practice was committed by the Union by insisting that negotiations only be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union negotiating team, when the Union has unilateral control over the scheduling of such outside activities.
- c. We find that the Union insisted that negotiations not take place on Wednesday afternoons from 3:00 - 5:00 p.m., as that time was set aside for the Anchorage campus' weekly union meeting. We find that the Teachers committed unfair labor practices by insisting that such time was unavailable to have

negotiating sessions. The Union wanted negotiations from 8:00 a.m. - 5:00 p.m. daily Monday through Friday which directly contradicts their Wednesday p.m. objection.

- d. Concerning the first Friday of each month, we find that the Union's unilateral insistence that the first Friday of each month is preempted as their statewide executive board meeting is held, is not unreasonable. The statewide executive board is probably necessary for the union negotiating sessions to be fruitful -- as the Board of Regents' meeting would be absolutely essential to the Management's negotiating strategy. The Union's insistence of meeting 8:00 a.m. - 5:00 p.m. daily does not necessitate actual meetings during all such times. Such time is obviously also set aside for reviewing proposals, preparing strategy, preparing counterproposals, etc.
- e. The third Friday of each month in which the Anchorage Instructional Advisory Council meets is a time that should be negotiated between the parties. The Management cannot expect the negotiating team to be at the Advisory Council at the same time as they are expected to be in negotiating sessions. We do not find the Union's objections to meetings on the first Friday of the month as objectionable, as the Teachers

cannot be in two places at once.

- f. We find the Union's bad faith by this unilateral insistence based upon the fact that they have argued that negotiating should be Monday through Friday from 8:00 a.m. to 5:00 p.m., such times which necessarily include these meetings. The Teachers appeared to be more than willing to have meetings 8:00 a.m. to 5:00 p.m., Monday through Friday, if they did not have to teach their sessions pursuant to Sec. 1.5 of the collective bargaining agreement.
- g. Neither party is attempting to look at the entire situation of Sec. 1.5 of the contract and strike the proper balance necessary for negotiating while meeting their administrative and other duties, and possibly teaching.
- h. We ORDER the Union to cease and desist from insisting that negotiations not be held on Wednesday afternoon from 3:00 - 5:00 p.m., and DENY any other allegations of bad faith bargaining.

Our remedial Order contained at the end of this Order and Decision, and guidelines set forth therein, are incorporated in this Order and Decision. Our remedial Order is intended to make the parties strike the balance by agreement -- and by taking continuing jurisdiction over this matter, the Agency will consider striking the balance if the parties cannot do so by

negotiating in good faith.

PETITION 83-4

Petition 83-4 requests the Agency to specifically enforce Sec. 1.5(a) of the collective bargaining agreement and specifically to order that the scheduling by the University from 2:00 - 5:00 p.m., Monday and Wednesday, Fridays as available, and Saturday and Sunday from 7:00 a.m. to 7:00 p.m. as the appropriate times. This Agency declines to grant said petition for the following reasons:

1. Sec. 1.5(a) must be read with Sec. 1.5(b) to glean the full intent of the parties. The crucial sections of Sec. 1.5 are that:

- a. Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating team. Negotiations shall be held in Anchorage.
- b. Bargaining unit members who serve as negotiators shall be excused from class duties as necessary in the course of negotiations without prejudice, and approved substitutes shall be provided by the negotiator or the Union.

2. The obvious intent of the two sections is that there will be minimal interference with the instructional, administrative

and other employment duties of the Teachers' negotiating team; (amply federal precedent says that both parties must meet at reasonable times and places); and that Teachers shall be excused from class duties as necessary during the course of negotiations. The parties have contractually realized that negotiating interferes with the instructional duties of the Teachers. The section tends to strike a balance between the needs of the Teachers to negotiate, to teach if possible, on the needs of the Teachers to do both, and be excused from teaching as necessary.

3. The past practice of the parties show that the Teachers have been excused from teaching any classes during negotiations. But that fact alone does not create a waiver of the responsibilities of both parties to meet their bargained terms and conditions of employment while the new contract is being negotiated.

4. Management bases its argument by relying on the plain reading of Sec. 1.5. We find that the plain reading of the statute will not be given the interpretation that the Teachers are going to be required to both teach and negotiate full time. Management's reliance on the Flint arbitration of June 8, 1976, and particularly the final paragraph on page 3, which concerns a hypothetical question about mass negotiating teams, is strained at best. Sec. 1.5 (c) provides "the ACCFT negotiating team may consist of five (5) members. The University shall pay for four (4) ACCFT negotiating team members' substitutes. Subsection (c) was negotiated by the parties and makes Management's position even more incredulous.

We find the position to be another example of how Management is picking at every straw and arguing everything possible to avoid effectuating the true intent of Sec. 1.5, while alleging that an arbitrator's decision of seven (7) years ago supports their position.

This Agency wishes to resolve the six cases of time and place (ULPC 1, 6 and 7, 9 and 10; Petition 83-4), (which could be an all time record for the most hearings on time and place during one contract negotiation), by taking continuing jurisdiction of ULPC 83-6 and ULPC 83-10. It ORDERS the parties to meet the following guidelines in their future collective bargaining meetings. If they cannot resolve the issues of time, place and Sec. 1.5, they must inform the Agency of that fact no later than November 19, 1983, for a further hearing in front of a Hearing Officer.

#### THE GUIDELINES

1. To meet and confer on the student needs at this point and time during this semester, and the spring 1984 semester. To exchange present and proposed assignments and schedules of classes for the individual negotiators so a full response by each party can be made. To set forth in writing the views of both the administration and the individual teachers teaching those classes, utilizing their past experience as to what courses could be substituted in the future and what should not be substituted for now.

2. To exchange the length of time which is necessary for each teacher to prepare for present and 1984 classes and to meet the class requirements. We want both parties to stop proposing unilateral hardline positions. Both parties must realize that extra burdens are going to be placed upon them during the negotiating of this contract. Both parties are to set forth in writing how much time is necessary to prepare for a class or lab. We want the parties to be frank, state how many times the course has been taught in the past, any changes in the textbooks from semester to semester. To determine if it is a regular class or an evening schedule, and to set forth specifically how it would affect the students to have a substitute at this time during the semester and if the substitutes are available for classes in the spring of 1984. To explore what substitutes are available and any particular problems with any particular course.

3. To attempt to arrange a schedule to meet daily or to have scheduled daily meetings with breaks for good cause.

4. To attempt to set meetings from three (3) to four (4) continuous hours.

5. To attempt to reschedule internal conflicting administrative matters except for the first Friday of each month when the statewide union meeting is to be held, and Board of Regents' meetings as are called in the future.

6. To meet, confer and discuss the areas of the previously filed grievance concerning release time. To inform this

Agency of the parties' desire to defer or not defer any issues relating to the grievance to arbitration at the times set forth below.

7. To discuss having all the meetings at those sites proposed by the University and those sites proposed by the Union. If you cannot agree to a formula for negotiation, to then discuss neutral sites. To set forth in writing any objections to any and all of the sites mentioned above. If you do not make an agreement on University or Union sites, to set forth in writing any and all objections to all the neutral sites which have been utilized by the parties in the prior negotiations. (All the while realizing that the arguments of the Management covering their three criteria concerning sites are not proper objections, per se, to any proposed site.)

8. If you cannot immediately agree upon where to meet to discuss the aforementioned issues, contact William J. Pauzauskis at 276-2232 who will make his conference room available for all of you to meet, or will arrange for a room at the federal courthouse for you to meet at, or some other place.

9. To exchange in writing each party's full and complete initial positions on all the matters contained herein no later than November 14, 1983. To exchange your positions in writing concerning counterproposals or why you view the other party's position is unreasonable or made in bad faith. If the matters contained herein concerning times, places, schedules, release

time, arbitration, substitutes, internal conflicting administrative matters, and student needs are not agreed upon by the parties, to deliver full and complete copies of all initial proposals and counterproposals to Mr. Hafling at 430 West 7th Avenue, Anchorage, Alaska 99501 and Mr. Humphries at 3707 Locarno Drive, Anchorage, Alaska 99508, and the Alaska Labor Relations Agency, P. C. Box 6701, Anchorage, Alaska 99502, and personally delivering a copy to William J. Pauzauskie, 1101 West 7th Avenue, Anchorage, Alaska 99501, by November 22, 1983, at 10:00 a.m. To meet at the offices of William J. Pauzauskie on November 23, 1983 at the hour of 9:00 a.m., to have a further hearing on any unresolved matters.

10. If any of the matters mentioned above or contained in this Order are resolved, or partially resolved, by November 21, 1983, those resolutions are to be delivered to Messrs. Hafling, Humphries and Pauzauskie no later than November 22, 1983, at 10:00 a.m.

11. If there are unresolved matters that cannot be agreed upon at the meeting with the Hearing Officer, a further meeting of the full Board will take place on November 30, 1983 at the hour of 9:00 a.m. at a place consistent with the regulatory hearings which are scheduled for November 29, 1983, in Anchorage.

12. Our continuing jurisdiction in ULPC 83-1 is not changed in any way by this Order and Decision, and the case of ULPC 83-1 will be considered with the schedule of hearings set

forth in this Order and Decision so that all matters can be more effectively dealt with at one time and place.

Finally, in the event you would like to comment in obiter dictum, we realize the parties have engaged in lengthy negotiations concerning time and place, Sec. 1.5 of the contract, release time and three (3) major new proposals by the University. Those negotiations have been fruitful to a large degree. The parties are now placed in the position where there are several portions of the new collective bargaining agreement which have been held in abeyance pending the extensive collective bargaining necessary to resolve whether the three major proposals made by the University are going to be accepted by the Union in whole or in part or counterproposals are going to be made by the Union concerning the University's proposed changes.

We believe it is time for the parties to meet and negotiate in good faith on the times and places of meetings, and the application of the mutual duties of Sec. 1.5 of the contract in regards to release time and to finally resolve that matter so that the real factual issues of this collective bargaining process can be dealt with.

To put it bluntly, enough time has been spent talking about the time and place of meetings and release time. Your past negotiating practices in 1976 and 1979 did not revolve around the issue of the time and place of meetings, as this collective bargaining process obviously has. In the past, you

have met in hotel rooms, union halls, the university campus, and the Teachers have been released from their duties under Sec. 1.5. Sec. 1.5 was written by both parties, agreed to by both parties, and each of you have been found guilty of an unfair labor practice by not following the obvious intent of that section.

Alaska Statute 23.40.140 enables the Agency to "take affirmative action which will carry out the provisions of Alaska Statute 23.40.070 - 23.40.260." This Agency has not taken affirmative action in the form of setting the schedules, as there is a strong public policy that the negotiators (which include numerous Phds., Masters' degree holders, and all being college graduates) should seemingly be able to find a time or place to meet without taking obsteporous positions. We have set forth the guidelines so that the policies of the Act are dealt with by the parties. This Agency wants you to resolve these matters so that the real underlying issues involved in this collective bargaining process can be dealt with satisfactorily.

DATED: October 31, 1983

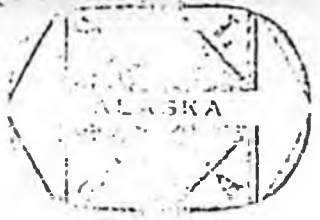
C. R. "Steve" Haffling  
C. R. "Steve" Haffling

DATED: October 31, 1983

Ben Humphries  
Ben Humphries

DATED: October 31, 1983

Morgan Reed  
Morgan Reed



State of Alaska

LABOR RELATIONS AGENCY

P.O. BOX 6791 ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 243-2630

C. P. STEVENSON, CHAIRMAN  
RONALD M. ...  
HOBBAK ...

BEFORE THE ALASKA LABOR RELATIONS AGENCY

WM. J. MALCOLM, JR.  
COMMISSIONER

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL No. 2404, )

Complainant. )

and )

UNIVERSITY OF ALASKA, )

Respondent. )

ULPC 83-3

AMENDED ORDER AND DECISION NO. 81(A)

On June 10, 1983, the Petitioner charged the University of Alaska with unfair labor practices alleging the University violated AS 23.40.110(a)(5) by engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union. The parties waived the timeliness requirements of notice, and hearings were held the week of June 20, 1983. An oral Order and Decision was delivered by the Agency on June 24, 1983 and this written Order and Decision follows.

The negotiations had two phases. From January 24th until the middle of March, 1983, the parties were engaged in "collective" negotiations in which the parties conceptualized their positions and attempted to make their positions known. The

ANNEXED ORDER AND DECISION NO. 81(A)

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parties hoped by that by doing same there would be an agreement reached by consensus. The parties' past practices of offering and counteroffering proposals was not followed in this collegial phase. The collegial phase had some success as some 20 items were agreed on. The Agency notes that those items are basically the same as those contained in the prior collective bargaining agreements. While the parties were conceptualizing their ideas, they were, in fact, always referring back to the previous collective bargaining agreements before putting those ideas into tentative approval status. The collegial phase was agreed to by both parties and both parties agreed that the collegial process would not produce a final and total agreement.

During the final week of March, 1983, the parties exchanged their written proposals.

Two weeks later, the petitioner requested the services of the Federal Mediation and Conciliation Service. Meetings with the Federal mediators from Seattle were held in early April, May and June, 1983. The April 15th letter from John B. Baker, stated that the parties were at impasse and requested the services of the mediator. The parties met with the mediator in

April, in May, and the first week in June of 1932. Numerous correspondence was sent between the parties during that period of time.

The position of the University quickly solidified into a position that the Union had to accept three major items. The position of the University was that the Union had to accept the items as is, and then the 40-50 other issues at the table would be quickly resolved.

Item number one was that the Union capitulate to the University's compensation package. The compensation package took away annual step increases that are in the present contract. The step increases are based upon years of continual service to the University plus advanced degrees being obtained by the professors. The parties have developed vertical and horizontal grids whereby the bargaining unit members can change lanes and achieve higher pay by continual teaching, or by receiving advanced degrees and other criteria. The University wanted to change the grid system into a merit system. However, the merit system was one that was to be developed in the fall by the joint cooperation of the University and the Union. Either party could unilaterally deny the existence of any merit system by simply not agreeing to

AMENDED ORDER AND DECISION NO. 31(A)

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15. The present salary grid system would then only be applicable to new teachers. After the merit system was agreed to, the system would be implemented into the new contract.

The Agency finds that the proposal of a merit system is in part, illusory. While the University is demanding that the merit system proposal be agreed to by the Union, it is an agreement that either party could unilaterally stop. There is no system proposed to insure the merit system would be in existence before the end of the contract.

The University also proposed an across the board wage increase for all members of the present bargaining unit.

The second major item that the University demanded the Union capitulate to was the Union subsidization issue. The University presently has subsidized the Union by granting the President of the Union six hours of teaching time, Union committee members time off for their duties, as well as providing office space and other rights for Union members. In exchange for the end of the Union subsidization, the University proposed a \$750 payment to each bargaining member. There are over 275 bargaining unit members. The Union members could take the \$750 and pay it to the Union to finance the Union's activities, or the Anchorage Community College instructors could

simply keep their \$750.

The third unilateral demand was that the teachers be required, at the University's discretion, to teach three more hours per semester. Presently, the teachers are required to teach 12, plus a fifth part which involves community service, research or writing, or some other agreed upon part.

While there is no argument that the teachers presently are required to teach a fifth part, the teachers view the authority of the University to unilaterally impose a fifth class as objectionable. The teachers see themselves as being required to teach 25% more actual class time than they were before. The University argues that increased student enrollment necessitates the teachers having more actual class time.

The University proposals as viewed by the Union, are the teachers teach 25% more per year; give away their guaranteed step increases for a system that may or may not be agreed upon by the parties; and, to give away their Union subsidization rights which are presently very extensive.

The University argues that the merit system has to be implemented to reflect changing economic times, Union subsidization should stop, and teachers of the community college

are there to teach; therefore, the fifth part is reasonable because of the increasing student demands.

The National Labor Relations Agency cases, as well as our own Orders and Decisions, have repeatedly discussed the difficult criteria of determining when good faith bargaining is occurring. One of the prime indicia of good faith is that the parties have an open mind and sincere desire to reach an agreement, as well as a sincere effort to reach some common ground. The lack of good faith may be found from subjective states of mind evidenced by various types of overt conduct. PERA contemplates that a bargaining process will occur. Under this scheme, if working conditions and wages are set unilaterally, or in a manner which avoids the bargaining process, good faith bargaining has not occurred. The Agency notes that the individuals outside the bargaining team of the Union made demands which were apparently substantially agreed to by the University even though these demands were not made by the Union bargaining team.

The Agency also realizes the significance of the April 15, 1963 letter from John Nelson to the University which proposed a Federal mediator. The terms impasse and deadlock are used

interchangeably in our statutes and the legal significance is important. When an impasse occurs and bargaining breaks down, as a well recognized matter of Federal law, the employer may unilaterally impose his last offer on the Union members. This Federal principle has not been directly addressed or adopted by this Agency. This Order and Decision does not adopt said principle. However, all litigants before this Board are aware that relevant Order and Decisions of the NLRB and Federal courts are given great weight by this Agency. (See 2 AAC 10.440). The Agency has repeatedly stated its purpose as (a) interpreting statutes and regulations; and, (b) attempting to aid both parties so collective bargaining is given the opportunity to work under our particular State law.

The Agency wishes to take the opportunity to discuss in obiter dictum, its application of the statutes so the parties are not (a) assuming that a unilateral request for mediation will automatically have the Agency request same; or (b) the parties are not facing the impasse to impose their last offer (if said Federal principle is adopted and applied in Alaska law), or, (c) assuming this Agency views one party's request for mediation or declaration of deadlock as the sole prerequisite to

having a strike vote or strike under AS 23.40.20 and (d) explain the legal criteria the Agency looks at in making its determinations.

The Agency realizes that every impasse or deadlock does not necessitate mediation. Impasses often come and go through the bargaining process. Parties take positions and retract them, maneuver for a position in collective bargaining by changing their positions, and resolve impasses without the aid of mediation. That is simply part of the collective bargaining process. The next type of impasse occurs when the parties need outside assistance to aid them. AS 23.40.190 gives the Agency wide discretion in aiding the parties when it states in part, "The Labor Relations Agency may appoint a competent, impartial disinterested person to act as mediator in any dispute either on its own initiative or other requests of one of the parties to the dispute." (Emphasis added.) The Agency has utilized said statute to call the Federal Mediation Conciliation Service to aid the parties. Sometimes the mediation works and the mediator leaves the parties to negotiate. The mediator can be called back by the parties or the Agency if a new impasse is reached.

In most of the collective bargaining negotiations, the parties have reached agreement without a strike or arbitration. The ACCFT/University of Alaska negotiations are a notable exception to the norm in Alaska. AS 23.40.200 requires mediation, a deadlock, and a strike vote as prerequisites to a strike for public school and education and institutional employees. The Agency has, in the past, interpreted aforesaid statutes and will continue to do so as follows:

1. Deadlocks often occur in collective bargaining. The Federal Mediation and Conciliation Service has been repeatedly called on by this Agency to aid the parties in breaking such deadlocks. The deadlock may be over a single item, or a series of items. However, that deadlock under AS 23.40.190 does not ripen into a deadlock or impasse under AS 23.40.200 until there are "irreconcilable differences in the parties' positions after good faith negotiations have taken place." Such good faith negotiations contemplate the use of a mediator to attempt to break the temporary deadlocks that the parties encounter, and full and frank exchange of materials, information, and positions.

2. The determination of when a deadlock has reached

the proportions of one that contemplates the implementations of AS 23.40.200 is a difficult one for the parties and the Agency. The Agency has been requested repeatedly to find that an impasse occurs and that request has been objected to by responding party. The Agency has looked at the length of negotiations, the tone of the negotiations, the positions of the parties (as to whether they have changed their positions since the beginning of negotiations), and other relevant facts brought to the Agency by the parties.

In the present case, the record is clear that the Union was still attempting to reach agreements on several contract portions with the aid of the Federal Mediator, and that the University was also responding to the mediator's efforts by exchanging information and proposals. Based upon those facts, it is clear to the Agency that the impasse did not reach a level where there were "irreconcilable differences after good faith negotiations."

3. The deadlock, under AS 23.40.190, is one that evidences the parties' ability to reach an agreement by themselves. There is no requirement that the parties attempt to exhaustively reach agreement without aid from the Agency or the

Federal Mediation Conciliation Service. The Agency has been quick to request the aid of outside parties whenever both parties have requested same. If one party objects to mediation, the normal procedure has been to confer with both parties to attempt see what the nature of the dispute is, attempt to determine what the significance of the items upon which the parties are deadlocked, and make a determination as to whether the outside assistance is necessary. Often times, the parties are not communicating as well as they could be, and new ideas, new suggestions and new proposals offered by the mediator are helpful before the Agency calls the Federal Mediation and Conciliation Service, we attempt to determine whether the parties had engaged in meaningful discussions over bargaining proposals, offered counterproposals, or otherwise attempted to narrow the gap of disagreement. The number of bargaining sessions and length of time the parties have met without meaningful progress are important factors considered by the Agency before calling upon the Federal Mediation and Conciliation Service. The Agency has often used the Federal Mediation and Conciliation Service and found it to be extremely effective.

4. The Agency also notes that in any negotiation,

significant positions are taken in the area of wages, hours and working conditions of employment. The most significant positions are often directly related to salaried benefits. Major items change from negotiation to negotiation.

There are always other items on the table which seem to be used as bargaining chips that can be added to or taken away, with less overall importance to the major items. The determination whether there is an impasse or deadlock, normally has been granted by the Agency whenever a stipulation has been entered. If a petition is filed and a hearing is held, the Agency looks at the totality of the facts to make its determination.

Based upon the complete record and the totality of the circumstances, the Agency makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the University of Alaska has engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union.

2. That the University has not refused to meet with

the Union negotiating team at reasonable times.

3. That the issue of the University refusing to negotiate with the Union at reasonable places was decided in ULPC 83-1.

4. That the University engaged in bad faith bargaining by unilaterally demanding that the Union accept the University's proposals on compensation, workload, and Union subsidization.

5. That the merit system proposal is illusory in that either party could unilaterally veto it by simply refusing to accept the other party's system.

6. That the University quickly solidified their proposals on the compensation, workloads, and subsidization issue, and refused to bargain in good faith on the remaining issues at the bargaining table unless the Union accepted the University's three major proposals.

7. That overt acts of the University show the bad faith intent by demanding that the Union accept the three major proposals.

8. That the totality of the conduct shows an obvious bad faith motive. That the University was guilty of surface bargaining by rejecting the Union's proposals, tendering their

own, and not attempting to reconcile the differences. Also, the University refused to discuss items outside the three major issues.

9. That the University did not violate its duty to bargain in good faith by proposing the workload and subsidization offers that reduced the Union's rights and prerogatives. The bad faith was their unilateral demands without a willingness to discuss other items.

THEREFORE, the Agency FINDS that the University, as a matter of law, had engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without an intention of reaching an agreement with the Union and that the University has attempted to declare an impasse where none exists;

IS HEREBY ORDERED THAT the University cease and desist from the bad faith practices aforesaid mentioned in the Findings of Fact and Conclusions of Law.

DATED this 10 day of September, 1983.

  
C.R. "STEVE" HAFLING, Chairman  
ALASKA LABOR RELATIONS AGENCY

DATED this 12 day of Sept., 1983.

  
MORGAN REED



State of Alaska

03-c]

# LABOR RELATIONS AGENCY

P. O. BOX 6701 • ANCHORAGE, ALASKA 99502

TELEPHONE (907) ~~242-2889~~

276-3564

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~KONRAD KENNEDY~~  
MORGAN REED  
Ben Humphries

11-15-83

WM. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )

Complainant, )

vs. )

UNIVERSITY OF ALASKA, )

Respondent. )

ULPC 83-5

ORDER AND DECISION NO. 83

BACKGROUND FACTS

ULPC 83-5 charges the University of Alaska, through its officers and agents, has violated Alaska Statute Sec. 23.40.110-(a)(1), (3) by denying Ralph McGrath, the Union President, employment as a teacher of Labor History at the University of Alaska on an overload basis. Ralph McGrath allegedly prepared the course, its contents and was assured that he would teach same. He was advertised as the teacher of the overload, fall 1983, course.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Agency, having reviewed the total record, hereby makes

the following findings of fact and conclusions of law:

1. That Ralph McGrath did not have a "per se" right to teach the overload course as the University has no duty to assign overload courses to bargaining unit members simply because that person is a bargaining unit member.

2. The University did set up a system to find qualified teachers for overload courses. Teachers applying could be either full time or part time faculty. The faculty pool is determined by the persons expressing an interest to teach the course and having their application placed in a faculty folder at the office of Human Resource Development. The University keeps the folder to determine who is capable and willing to teach any particular part time course.

3. The University relied upon their part time faculty system in ULPC 83-2 for their defense in not hiring Don Mohr to teach a summertime course. The University said that Mr. Mohr did not properly apply for the course by putting his application into the part time faculty pool.

4. Ralph McGrath is the President of ACCFT. He was one of the three persons who properly applied to teach the course and who was potentially available to teach this overload course during the fall of 1983. McGrath met with Cordova in the spring of 1983 and expressed an interest in teaching the course. Ralph McGrath, in fact, prepared the course, ordered the appropriate books and films for the course, and was also advertised as its

teacher in the Fall 1983 Catalog. This catalog was prepared in February, 1983, before Ralph McGrath received his tentative letter of appointment to teach the course on May 1, 1983.

5. The particular course did not have enough students to necessitate its offering during the fall, 1983, semester. Too few students signed up for the course to require the University to actually have the course taught during the fall, 1983, semester.

This Agency does not consider the course having not been offered as rendering the case moot. This Agency finds that important employee interests are at stake, not the least of which is the University not discriminating against bargaining unit members.

6. This Agency finds a violation of AS 23.40.110(a)(1) and .110(a)(3) in that the University of Alaska discriminated in not hiring Ralph McGrath to teach this subject course. The University also interfered with his exercise of rights guaranteed by AS 23.40.080.

The reasons for finding an unfair labor practice are as follows:

- a. Ed Cordova testified at length at the hearing. He was the administrator in charge of employing overload professors. We found that he showed an obvious anti-union animus by not granting the course to Ralph McGrath. Ed Cordova stated, by his own testimony, that his

acts violated his principles and procedures which he had followed for the last eleven (11) years. Ralph McGrath was tentatively approved for the course in May, 1982.

- b. Ralph McGrath was told as late as August 9 by Mr. Cordova that Mr. Cordova saw no problem with Ralph teaching the course, but that there were small bugs to be worked out.
- c. On August 10, 1983, Ed Cordova told Ralph McGrath that Ralph McGrath would not teach the course and the class would be offered to a woman, Ms. Evans.
- d. The list of applicants who could teach the course, according to the University's own regulations, was received by Mr. Cordova on July 25, 1983. The only three individuals mentioned at this hearing who were in that list of persons eligible to teach the course were Mr. Allan, Ms. Evans and Ralph McGrath. On or about August 10 Mr. Cordova left on vacation. He returned to work on August 22. On or about August 22 Mr. Cordova knew that Allan and Evans were not available to teach the course. He had a memo from Ralph McGrath expressing Mr. McGrath's displeasure in not being selected for the course. The memorandum also requested the University's fall, 1983, flow chart. The flow chart and backup information

requested would have shown which teachers were available to the University to teach the course. The flow charts are made for affirmative action guidelines and to ensure assignments are properly made.

- e. On August 29 Mr. Cordova wrote a memorandum to Ralph McGrath wherein Mr. Cordova obviously avoided Ralph McGrath's information request. Mr. Cordova's oral reply to Ralph McGrath also avoided the issue of the flow chart.
- f. During the week of August 22 Mr. Cordova contacted Dr. Blochman who just happens to be a member of the University's negotiating team (these negotiations have been going since early 1983) and made arrangements with Dr. Blochman, admittedly a person well qualified to teach the course, to be granted the assignment. Dr. Blochman never applied for the course and was not on the flow chart.
- g. Mr. Cordova obviously avoided telling Ralph McGrath of his decision to hire Dr. Blochman. On August 22, 1983, and August 29, 1983, and during this hearing, Mr. Cordova was obviously reluctant to tell Ralph McGrath or this Agency who he had contacted as of August 29, 1983. On page 12 of the transcript Mr. Cordova was asked by Mr. Jermain, in direct examination, "OK. Now, by that time, by August 29, 1983,

you had already made the decision that someone else was going to teach that class if it had, in fact, been taught? Answer: True. It was made. Question: Who was the in.. who was the individual? Answer: I had two..two individuals in mind. Two applicants. One was Mr. Allan and the other was Ms. Signiori-Evans." However, it was not until page 120 of the transcript that Mr. Cordova admitted that he offered the course to Dr. Blochman the week of August 22. The demeanor of Mr. Cordova in answering the questions posed to him was relied on by this Agency for this finding.

7. This Agency also finds that Mr. Cordova never informed Ralph McGrath that his reason for not hiring McGrath was for a legitimate business purpose. Ralph McGrath was never told it was too costly for him to teach until this hearing was held, even though McGrath had previously requested a reason. This Agency finds that the University and Union had worked out agreements in the past of allowing a teacher to have time given to a credit bank instead of being granted overload money for teaching a course.

8. The anti-union animus is obvious to this Agency from the above facts that show the University did not follow its own procedures. Ralph McGrath asked for an explanation of why he did not receive the teaching assignment and was not granted a satisfactory explanation. Ralph McGrath requested reasonable

information and was told by Mr. Cordova that the issue was moot. The University never told Ralph McGrath of the financial problem or that the University had selected an individual who was on the management team of negotiations prior to the hearing.

9. Following the Supreme Court of Alaska's Majority Reasoning in ACCFE vs. University of Alaska, et. al., Alaska Supreme Court Opinion No. 2729 dated September, 1983, we find that this case is not one where the employer's conduct is "inherently destructive" of important employees' interests, thereby removing the proof of anti-union motive unnecessary under the Labor Management Relations Act, and the corresponding Alaska law.

10. The University has asserted that even if its acts interfered with the exercise of Ralph McGrath's collective rights, the actions of Ed Cordova should be held lawful because it advances a substantial, legitimate employer interest. See R. Gorman Labor Law 133, (1976). This Agency rejects such a finding.

The facts are that the cost of Ralph McGrath teaching the course was \$5,976.00 plus 20.3% benefits, as compared to \$1,848.00 for Dr. Blochman. The testimony of Ed Cordova was that the cost of Ralph McGrath would be approximately 60% of the labor pool money available for the fall and spring semesters for additional courses. The facts also showed, and we find, that one one-hour lab was given as an overload in 1983 and the last overload prior to that date was granted in the fall of 1980. The University did not present any evidence showing that the budgeted amounts

for the extra courses were, in fact, filled from their budget, what the proposed offerings were, what other monies could have been utilized to pay for those courses if Ralph McGrath were hired to teach the course.

11. Therefore, this Agency finds, after reviewing the entire record, that ample business justification was not shown by the University to render their action as advancing a substantial and legitimate employer interest.

12. Ralph McGrath requested an order of damages for the time he spent in preparation of the course. We DENY said request because the class did not have the requisite number of students to have Ralph McGrath teach it, and the class probably would have been cancelled no matter who taught the course. Ralph McGrath would have received no monies for preparing the course even if he had been assigned to teach it.

This Agency acknowledges and wants economy and government as well as anyone else. However, we are not persuaded that the University's intent was not to save, but are persuaded their intent was to discriminate against Ralph McGrath without valid justification, as he is directly involved in extensive union activity.

13. We find the University should not be allowed to set up a system of who is going to teach overload courses then not follow it absent the appropriate business justification.

14. The fact that Dr. Blochman is a member of the management negotiating team was not, in itself, controlling in this

case. The facts clearly show and we find that two other part time teachers who applied for the course were not available for the course. That Ralph McGrath was the only existing proper applicant for the course before it was offered to Dr. Blochman shortly before registration.

CONCLUSIONS OF LAW

We conclude, as a matter of law, that the University of Alaska committed an unfair labor practice by not offering History 246, The American Labor Movement, course to Ralph McGrath during the fall of 1983.

We ORDER the University to cease and desist from said unfair labor practice.

DATED: October 31, 1983

C. R. "Steve" Haffling  
C. R. "Steve" Haffling

DATED: October 31, 1983

Ben Humphries  
Ben Humphries

DATED: October 31, 1983

Morgan Reed  
Morgan Reed

# Alaska State Legislature

## House of Representatives

Al Adams

Chairman

Committee on Finance



Official Business

[ 8-d ]  
WHILE IN SESSION

Pouch V

State Capitol

Juneau, Alaska 99811

(907) 465-3706

OUT OF SESSION

P.O. Box 333

Kotzebue, Alaska 99752

(907) 442-3320

1024 W. 6th

Anchorage, Alaska 99501

(907) 274-0615

August 17, 1983

Mr. Ralph McGrath  
President  
ACCFT  
2533 Providence Avenue  
Anchorage, AK 99508

Dear Mr. McGrath:

You have requested clarification on legislative intent regarding funding for lane and step increases for employees covered by the ACCFT bargaining unit of the University of Alaska for Fiscal Year 1984. Frankly, I don't believe this question was specifically addressed by the House Finance Committee or the Conference Committee on the Budget.

As you are aware the Conference Committee deleted funds for "salary adjustments" in all components of the University budget. It was my understanding that these funds represented lane and step increases for non-covered employees of the University. It was further my understanding that all salary increases for ACCFT employees would be presented to the legislature for funding next session after a new contract had been negotiated between the federation and the University administration. To my knowledge the question of whether or not ACCFT employees were to receive lane and step increases in FY 84 in the event that a settlement was not reached on a new contract and the existing contract remained in effect was never discussed.

In any event the fact that the "salary adjustments" were eliminated from the budget is not relevant to the question of whether or not any employee of the University should receive lane and step increases in FY 84. It was never the intent of the legislature to prohibit the University from paying lane and step increases in FY 84. Rather it was the legislature's position that such increases should be paid out of existing funds--primarily savings generated from normal vacancy and turnover in the University system. This is the way that other executive branch agencies fund the so-called "merit increases" awarded to employees in the state's classified service. Indeed as far as the legislature is concerned, the lane and step increases awarded to university employees is viewed as synonymous with the "merit increases" awarded to other state employees.

Finally, I would like to reiterate that the legislature did not attempt to anticipate any settlement that might be reached between the ACCFT and the University administration. It remains my expectation that a new contract

will be presented to the legislature next session along with a request for funding of the contract. That request will be given due consideration by the House Finance Committee as part of the regular budget process.

Sincerely,



Al Adams, Chairman  
House Finance Committee

APA/el

cc: Rep. Terry Martin, Chairman  
University of Alaska Budget Subcommittee



# Alaska State Legislature

## House of Representatives

Official Business

Pouch V  
State Capitol  
Juneau, Alaska 99811

REC'D OCT 10 1983

October 8, 1983


Wm. J. Pauzauskie  
Consultant  
State of Alaska  
Labor Relations Agency  
P.O. Box 6701  
Anchorage, Alaska 99502

Dear Mr. Pauzauskie,

Thank you for your letter of September 23, 1983 requesting information regarding the intent of the Legislature with respect to salary increases when funding the University of Alaska for FY 1984.

There was never any intent either implied or expressed that the appropriation to the University restrict the payment of lane and step increases. The Legislature views those increases to be the same as merit increases granted by State agencies and paid from savings generated by normal vacancy and turnover in the system.

Sincerely,

  
Representative Jim Duncan

# MEMORANDUM

State of Alaska

*Beavertown*

TO: C.R. "Steve" Hafling  
Chairman, Labor Relations  
Agency

DATE: September 29, 1983

FILE NO: 366-166-84

TELEPHONE NO: 465-3600

FROM: Norman C. Gorsuch  
Attorney General

SUBJECT: Appropriation for  
pay increase

*NR*  
By: Jonathan E. Rubini  
Assistant Attorney General

By letter of September 12, 1983, you requested our review of the appropriation question raised in Petition 83-1. We purposely did not review the collective bargaining agreement, and our comments are therefore limited to only the appropriation question. Whether the collective bargaining agreement establishes a contractual entitlement to the grid system pay increases, as alleged in Petition 83-1, is a question more appropriately resolved by the agency.

The general operating appropriations for the University of Alaska are set forth at ch. 107, §32, SLA 1983. Neither the appropriation nor, to our knowledge, the legislative record indicate a specific intent to preclude the payment of step and lane increases for covered employees. We are advised, though, that both the House and Senate Budget Committees deleted a specific budget request to include funds to pay step and lane increases. <sup>1/</sup> As indicated in the letter from Representative Adams, Chairman of the House Budget Committee, to Ralph McGrath, the legislature did not intend to preclude payment of any contractual entitlement to a step or lane increase for covered employees in FY 84. The apparent legislative intent was that the University, like other state agencies, should not obtain a specific appropriation for what is viewed as a "merit increase," but should instead fund such increases through the base appropriation for professional services. If covered employees are entitled under the contract to a pay increase, we conclude that the University has authority to fund step and lane pay increases for covered employees under the terms of the existing appropriation for professional services.

Please feel free to call if you have any questions.

---

1/ The legislature's failure to appropriate funds under the budget request does not implicate the limitation set forth in AS 23.40.215. That statute has been interpreted to relate only to the initial legislative consideration of negotiated monetary terms.

RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS the legislature passed AS 23.40 et.seq. stating that joint decision-making is a modern way of administering government, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employers to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goal for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, through its administration, has continually opposed and ignored this mandate by the legislature and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State of Alaska Public Employees Relations Act, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, also passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements between the University of Alaska and its employees, including community college teachers who are presently represented, and

WHEREAS the purpose of this resolution is to force teachers at public

institutions to strike for a fair and equitable resolution to their contract thereby affecting not only the rights of the teachers, but the public as well,

THEREFORE be it resolved as follows:

1. That the undersigned oppose any law exempting part-time employees of the University of Alaska or its subdivisions from expressing their right to select or not to select an organization of their choosing for representation in collective bargaining.

2. That the Governor and the legislature know that the AFL-CIO members represented by the undersigned oppose any change whereby binding arbitration is removed in resolving disputes between the University of Alaska and its employees.

BE IT RESOLVED this: 16 day of December, 1983 at Anchorage,  
Alaska by

AFL-CIO ANCHORAGE CENTRAL LABOR COUNCIL.

By: Bill Stewart  
Its President

By: Janet Campbell  
Its Secretary

# FAIRBANKS CENTRAL LABOR COUNCIL

[4-R]

## A. F. of L. - C. I. O.

319 First Avenue  
FAIRBANKS, ALASKA



RECEIVED

JAN 17 1984

ACCT.

### RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS the legislature passed AS 23.40 et. seq. stating that joint decision-making is a modern way of administering government, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employers to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goal for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, through its administration, has continually opposed and ignored this mandate by the legislature and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State of Alaska Public Employees Relations Act, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, also passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements between the University of Alaska and its employees, including community college teachers who are presently represented, and

WHEREAS the purpose of this resolution is to force teachers at public institutions to strike for a fair and equitable resolution to their

contract thereby affecting not only the rights of the teachers, but the public as well,

THEREFORE be it resolved as follows:


1. That the undersigned oppose any law exempting part-time employees of the University of Alaska or its subdivisions from expressing their right to select or not to select an organization of their choosing for representation in collective bargaining.

2. That the Governor and the legislature know that the AFL-CIO members represented by the undersigned oppose any change whereby binding arbitration is removed in resolving disputes between the University of Alaska and its employees.

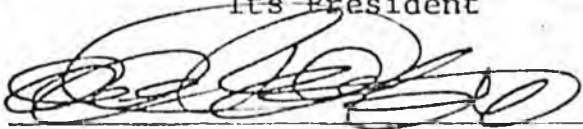
BE IT RESOLVED this 10th day of January, 1984, at Fairbanks, Alaska by

AFL-CIO FAIRBANKS CENTRAL LABOR COUNCIL

By:

  
Its President

By:

  
Its Secretary

RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS the legislature passed AS 23.40 et seq. stating that joint decision-making is a modern way of administering government, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employees to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goal for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, through its administration, has continually opposed and ignored this mandate by the legislature and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State of Alaska Public Employees Relations Act, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, also passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements between the University of Alaska and its employees, including community college teachers who are presently represented, and

WHEREAS the purpose of this resolution is to force teachers at public

institutions to strike for a fair and equitable resolution to their contract thereby affecting not only the rights of the teachers, but the public as well,

THEREFORE be it resolved as follows:

1. That the undersigned oppose any law exempting part-time employees of the University of Alaska or its subdivisions from expressing their right to select or not to select an organization of their choosing for representation in collective bargaining.

2. That the Governor and the legislature know that the AFL-CIO members represented by the undersigned oppose any change whereby binding arbitration is removed in resolving disputes between the University of Alaska and its employees.

BE IT RESOLVED this 22 day of December, 1983 at Sitka  
Alaska by

AFL-CIO SITKA CENTRAL LABOR COUNCIL

By: Norm Burkhardt  
Its President

By: W. W. Ambrose  
Its Secretary

RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS the legislature passed AS 23.40 et.seq. stating that joint decision-making is a modern way of administering government, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employers to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goal for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, through its administration, has continually opposed and ignored this mandate by the legislature and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State of Alaska Public Employees Relations Act, and

WHEREAS the University of Alaska, in bad faith and through its Board of Regents, also passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements between the University of Alaska and its employees, including community college teachers who are presently represented, and

WHEREAS the purpose of this resolution is to force teachers at public

institutions to strike for a fair and equitable resolution to their contract thereby affecting not only the rights of the teachers, but the public as well,

THEREFORE be it resolved as follows:

1. That the undersigned oppose any law exempting part-time employees of the University of Alaska or its subdivisions from expressing their right to select or not to select an organization of their choosing for representation in collective bargaining.

2. That the Governor and the legislature know that the AFL-CIO members represented by the undersigned oppose any change whereby binding arbitration is removed in resolving disputes between the University of Alaska and its employees.

BE IT RESOLVED this 27 day of Dec., 1982 at UAF Ketchikan,

Alaska by

AFL-CIO KETCHIKAN CENTRAL LABOR COUNCIL

By: Walter M. P. (m)  
( ) Its President

By: Keayne Thompson (act.)  
Its Secretary

RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS we, the undersigned, represent more than 20,000 working men and women in the state of Alaska who pay taxes and contribute work; public and civic activities, and participation in our democratic processes and

WHEREAS the legislature, after due and careful consideration, passed AS 23.40 et. seq. stating that joint decision-making is a modern way of administering government, and that where public employees have been granted the right to share in the decision-making process they have become more responsive and better able to exchange ideas and information on operations with their administrators, and

WHEREAS, the legislature found the enactment of positive legislation establishing guidelines for public employment relations is the best way to harness and direct the energies of public employees eager to have a voice in determining their conditions of work, to provide a rational method of dealing with disputes and work stoppages, to strengthen the merit principle where civil service is in effect and to maintain a favorable political and social environment, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employers to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goals for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, has continually opposed this mandate by the legislature and Governor and

WHEREAS the University of Alaska has been found guilty by the Alaska State Labor Relation Agency of numerous unfair labor practices including engaging in discriminatory practices against employees for their belief in their union organization and engaging in bad faith bargaining for the purpose of frustrating the collective bargaining process and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views in their employment and

WHEREAS the issue of part-time employees organizing has been delayed by the University of Alaska before the Alaska Public Labor Relations Agency for over three years on the pretense that the existing regulations needed to be changed to allow greater participation in the selection of a bargaining representative by these employees and

WHEREAS these part-time employees have been purposefully exploited by the University of Alaska and at a time when the Alaska State Labor Relations Agency is finally formulating regulations allowing them to select a bargaining representative, the University of Alaska has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State Labor Relations Act and

WHEREAS this act has been made in bad faith after frustrating the rights of these part-time employees so that they may exercise the right to select or not select a bargaining representative and

WHEREAS all working people in the public sector who have a commitment to their job should be permitted coverage under the State Labor Relations Act to exercise those rights set forth

by the legislature in the passage of our public employees collective bargaining act and

WHEREAS the University of Alaska also passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements from teachers at the University including community college teachers who presently are represented and

WHEREAS the purpose of this resolution is to force teachers at public institutions to strike for a fair and equitable resolution to their contract thereby effecting not only the rights of the teachers, but the public as well and

WHEREAS such a course of conduct is reprehensible and a drain upon the public resources of the state and not in the best interest of the citizenry of the state or its tax payers and

WHEREAS the University of Alaska has employed a law firm named Owens & Turner which is known in the community as a union busting, and anti-collective bargaining firm and

WHEREAS the University of Alaska has paid this firm from public funds in a little over two years the sum of \$344,189.00 to frustrate employee rights as expressed under our state law and

WHEREAS as taxpayers we believe that this is not in the public interest and is detrimental to progressive government,

THEREFORE be it resolved as follows:

1. That the Governor and the legislature know that the thousands of employees represented by the undersigned oppose any change whereby binding arbitration is removed as a last step in resolving disputes over contracts between the University of Alaska and its employees.

2. That the undersigned oppose any law exempting part-time employees at the University of Alaska or its subdi-

visions from expressing their right to select or not select an organization of their choosing for collective bargaining purposes.

3. That the Governor and the legislature investigate the thousands of dollars paid to the firm of Owens & Turner to defend the University in their violations of state law from their denial of employee rights.

BE IT RESOLVED this 12th day of November 1983 at Anchorage, Alaska by

WESTERN ALASKA BUILDING  
TRADES

By: Richard A. Releso  
Its President

By: Allen Pelt  
Its Secretary

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1547

By: Don C. Harrison

IRONWORKERS LOCAL 751

By: John A. Abshire

PLUMBERS LOCAL 367

By: Donald P. Wagner

SHEETMETALWORKERS LOCAL 23

By: Donald P. Wagner

CARPENTERS LOCAL 1281

By: Paul G. Sizemore  
J. W. (Jim) Krummer

BOILERMAKERS LOCAL 498

By: David G. Glen

HOTEL & RESTAURANT EMPLOYEES  
LOCAL 878

By: Samuel C. Paulsen

ROOFERS LOCAL 190

By: Ray M. Brown

PAINTERS LOCAL 1140

By: Rudolph Trosien

BRICKLAYERS LOCAL 1

By: Roger A. Ferris

LABORERS LOCAL 341

By: Monro Fey

OPERATING ENGINEERS LOCAL  
302

By: Joseph E. Jean

PUBLIC SAFETY EMPLOYEES  
ASSOCIATION

By: Edward J. Harte

ASBESTOS WORKERS LOCAL 97

By: V.L. (Bud) Esperson

CEMENT FINISHERS LOCAL 867

By: Allen Pelt

MACHINISTS LOCAL 601

By: *[Signature]*

PILEDRIERS LOCAL 2520

By: *[Signature]*

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 1496

By: *[Signature]*

TEAMSTERS LOCAL 959

By: *[Signature]*

ALASKA COMMUNITY COLLEGES'  
FEDERATION OF TEACHERS  
LOCAL 2404

By: *[Signature]*

ALASKA FEDERATION OF  
TEACHERS

By: *[Signature]*

PUBLIC EMPLOYEES LOCAL 71 AFL-CIO

By: *[Signature]*

RESOLUTION

WHEREAS we the undersigned represent every full time community college teacher in the state of Alaska, and

WHEREAS the mission of the community colleges is to provide ongoing education for the community of Alaska, and

WHEREAS this education is intended to encourage democracy as the ideal system of government in our community, and

WHEREAS the University of Alaska passed a resolution requesting the Governor and the legislature to remove binding arbitration on collective bargaining agreements from teachers at the University including community college teachers who presently are represented and

WHEREAS the purpose of this resolution is to force teachers at public institutions to strike for a fair and equitable resolution to their contract without option of arbitration thereby effecting not only the rights of the teachers, but the public as well, and

WHEREAS this represents a reprehensible denial of democracy within the University system and to its teachers and is a dictatorial move which should be abhorred by the administration, and

WHEREAS the legislature, after due and careful consideration, passed AS 23,40 et. seq. stating that joint decision-making is a modern way of administering government, and where public employees have been granted the right to share in the decision-making process affecting wages and working conditions, they have become more responsive and better able to exchange ideas and information on operations with their administrators, and

WHEREAS Governor Bill Sheffield has stated that his goals for Alaska is to encourage collective bargaining for public employees and employers,

THEREFORE be it resolved that the Governor and the legislature know that the employees represented by the undersigned oppose any change whereby binding arbitration is removed as a less step in resolving disputes over contracts between the University of Alaska and its employees.

ACCT, APT, AFL-CIO

By: Ralph J. McArthur  
President

Date: Dec. 16, 1983

RESOLUTION

WHEREAS the part time employees at the University of Alaska have suffered for years without the right to have input into the conditions under which they work, and

WHEREAS these part time employees have in effect been exploited by the Administration of the University of Alaska, and

WHEREAS all working people in the public sector should be permitted coverage under the State Labor Relations Act to exercise those rights set forth by the legislature in the passage of our public employees collective bargaining act, and

WHEREAS it is the duty of the state education system to, above all, set an example of fairness and representation for workers, and

WHEREAS Governor Bill Sheffield has stated that his goals for Alaska is to encourage collective bargaining for public employees and employers,

THEREFORE be it resolved that the undersigned oppose any law exempting part time employees of the University of Alaska or its subdivisions from expressing their right to select or not select an organization of their choosing for collective bargaining purposes.

AND that the Governor recognize the part time teachers' plight, and

THAT the Governor uphold the part time teachers' right to be represented collectively.

ACCTF, APT, AFL-CIO

By: Ralph J. Mc Grath  
President

Date: Dec. 16, 1983

**PLEASE NOTE: THE PRECEDING PAGES WERE TREATED  
AS A UNIT IN THE ORIGINAL DOCUMENT.**

**PLEASE NOTE: THE FOLLOWING PAGES WERE TREATED  
AS A UNIT IN THE ORIGINAL DOCUMENT**





State of Alaska

LABOR RELATIONS AGENCY

P.O. BOX 6701 • ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 248-2630

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~XXXXXXXX KENNY~~  
~~XXXXXXXX KENNY~~  
BEN HUMPHRIES  
WM. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE	)	Complainant in ULPC 83-6,
FEDERATION OF TEACHERS,	)	ULPC 83-7; Respondent in
LOCAL #2404,	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4
Complainant,	)	
	)	
vs.	)	
	)	
UNIVERSITY OF ALASKA,	)	Respondent in ULPC 83-6
	)	ULPC 83-7; Complainant in
Respondent.	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4

ORDER AND DECISION NO. 84(a)

WHEREAS, the parties have submitted a signed stipulation to the Labor Relations Agency effectuating the guidelines set forth in the Unfair Labor Practice and,

WHEREFORE, this Agency finds good cause for the matters concerning Article 1.5 of the collective bargaining agreement to be submitted to arbitration along the guidelines set out in the stipulation,

IT IS HEREBY ORDERED that the Agency relinquishes jurisdiction over the matters contained in ULPC 83-6; ULPC 83-10, and ULPC 83-1.

This ORDER is to be construed allowing either party to appeal the findings in the Unfair Labor practice immediately

pursuant to Alaska law.

DATED: 11/22/83

C. R. "Steve" Hafling  
C.R. "STEVE" HAFLING

DATED: \_\_\_\_\_

\_\_\_\_\_  
BEN HUMPHRIES



State of Alaska

LABOR RELATIONS AGENCY

P O BOX 6701 • ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 263-2633

276-3564

C. R. "STEVE" HAFLING  
CHAIRMAN  
ROXOXOXOXOXOXOX  
MORGAN REED  
Ben-Humphries

WM. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE	)	Complainant in ULPC 83-6,
FEDERATION OF TEACHERS,	)	ULPC 83-7; Respondent in
LOCAL NO. 2404,	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4.
Complainant,	)	
	)	
vs.	)	
	)	
UNIVERSITY OF ALASKA,	)	Respondent in ULPC 83-6,
	)	ULPC 83-7; Complainant in
Respondent.	)	ULPC 83-9, ULPC 83-10,
	)	Petition 83-4.

ORDER AND DECISION NO. 84

GENERAL BACKGROUND

To place these cases in focus, the Agency would like to set forth the past background.

1. In the past years (1974, 1979) these parties have had lengthy, continual negotiations which included the filing of unfair labor practices, mediations, strikes, arbitrations and final settlements. The past practice of the parties in regard to Sec. 1.5 of the contract was that the Teachers were given substitute teachers during the period of negotiations.

In March, 1983, collegial bargaining started and the Teachers were released from their class duties pursuant to a mutual agreement which necessarily incorporated Sec. 1.5 of the

then existing contract. The collegial bargaining process ended with tentative agreement being reached on many sections of the contract, those sections being similar to the past contract.

2. In May, 1983, the University solidified its position and entered formal bargaining with the proposition of three (3) major proposals:

- a. Ending subsidization of the Teachers' Union by the University.
- b. Changing the step and lane automatic increases for teachers' salaries into a merit system.
- c. Increasing the actual teaching load of the Teachers from twelve (12) to fifteen (15) hours per semester at the University's discretion.

Simultaneous with the spring semester negotiations the University Management and faculty met and collegially discussed their summer and fall schedules. For the fall semester no members of the Teachers' bargaining team were scheduled to teach Fridays. The Teachers' bargaining team schedules were arranged so that almost all of them taught morning classes, several had afternoon classes, and one had evening classes. The schedules were set by Management.

3. Prior unfair labor practices were filed by the Teachers against the University, namely ULPC 83-1, 83-2 and 83-3. Those cases have gone to a hearing and unfair labor practices against the University have been found by this Agency. The Agency has not relinquished its continuing jurisdiction concerning the

time and place of meetings in ULPC 83-1.

Summertime negotiations took place with the majority of the Teachers' bargaining team not teaching. The University suggested, and the Union agreed, that the scheduling of the summertime meetings would be scheduled around the Teachers' personal schedules. Mr. McGrath went to Hawaii for half the summer and negotiations were somewhat sporadic. The scheduling of the negotiations made it rather obvious that the Teachers did not want to negotiate during the summer from 8:00 a.m. to 5:00 p.m. on a daily basis.

The issue of when and where the parties should meet was not resolved during the summer. The parties were constantly proposing new and different sites, alternate and neutral places. Meetings were held in Building A, the Management's preference; Humana Hospital was a neutral place; the Union offices, under protest by the Union.

Progress was made on many of the remaining and undecided proposals during the summer, even though the meetings were somewhat sporadic.

As the fall schedule approached, the Teachers obviously expected to be relieved of their teaching duties as they had been in the past. The University changed its prior practice of hiring substitutes for the Teachers, and correspondingly allowing the Teachers to negotiate full time relying on Sec. 1.5 of the expired contract. The University wanted to negotiate Monday

and Wednesday from 2:00 to 5:00 p.m. and Fridays, as available. The University subsequently changed its position in wanting to also negotiate Saturdays and Sundays from 7:00 a.m. to 7:00 p.m. The Union countered, proposing to negotiate 8:00 a.m. to 5:00 p.m. daily. No agreement was made concerning the negotiating schedule. The Teachers agreed to meet Monday, Wednesday and Friday, as available, but under protest.

In regard to the new collective bargaining agreement being negotiated, the parties have positioned themselves with the Union basically wanting a status quo contract. The University wants the three major changes which they first expressed at the end of the spring semester when collegial bargaining stopped.

4. This Agency now has four unfair labor practices on time and places filed with it and one petition to enforce Sec. 1.5(a) of the expired but still adhered to contract. The contract is not presently in full force and effect but there is no doubt that the terms and conditions of the contract are. This Agency takes jurisdiction of all the matters put in front of it and is ready to rule on the unfair labor practices and petition.

5. Our intent in making our findings and our guidelines concerning the time and place issues is to insure that the parties negotiate pursuant to the intent of Sec. 1.5 in the expired contract. We believe that this can best be done by having the parties state their reasons in writing, hopefully agree to all terms, and have this Agency take continuing

jurisdiction, if necessary.

OVERVIEW OF OUR DECISIONS

1. ULPC 83-6 is GRANTED and we take continuing jurisdiction over the matter.
2. ULPC 83-7 is DENIED.
3. ULPC 83-9 is DENIED.
4. ULPC 83-10 is GRANTED, in part, DENIED, in part, and continuing jurisdiction is asserted.
5. Petition 83-4 is DENIED.

ULPC 83-6

The issues contained in ULPC 83-6 are:

1. Did the University of Alaska violate 23.40.11(a)(1) and (5) by refusing to negotiate with the Union's bargaining team at reasonable times, and by restricting negotiations to time periods during which the Union's bargaining team had long standing conflicts, the University being aware of such conflicts?
2. Has the University violated 23.40.110(a)(1), (3) and (5) failing to grant release time to members of the Union's bargaining team contrary to its former practice, even though the monies to pay substitute teachers for Union team members is readily available? This Agency finds that:
  - a. The University's demand of limiting negotiation hours was made in bad faith.

b. University's demand of their terms and conditions of the meeting place was made in bad faith, the place being restricted by the three (3) criteria that:

- i. The location should have available to it the support facilities which would facilitate bargaining, such as: typing, stenographic services, photocopying, caucus rooms, telephones and other common support systems.
- ii. Ready access to pertinent information from the files of both the parties and pertinent information from various administrators and faculty.
- iii. Control of the physical bargaining location by the parties themselves rather than some third party host.

3. The Agency makes this bad faith finding based upon the totality of the circumstances. After reviewing the past practices of the parties, these contracts have necessitated many hours of negotiations. The University has three (3) major proposals which they wish to bargain which appear to necessitate lengthy negotiations. A substantial amount of time was necessary for the University to create and propose its merit system document of approximately 90 pages. It is obvious to this Agency that any Union counterproposal will result in lengthy negotiations, as will the negotiation on the present proposal.

The past practices of the parties has shown that negotiations have been held at the University, union halls, hotel rooms and other areas in Anchorage. The University's sudden insistence that a typewriter, xerox machine and University personnel be at hand is inconsistent and made in bad faith. The University has admitted by their own testimony that the faculty are spread over the campus -- a 10-15 minute walk is possibly necessary for administrators to meet with Management to confer on any particular matter. The bad faith of the University was shown by their demand which is, in effect, a limit on negotiations to places on campus. The parties have a duty to meet at reasonable times and places, such a duty does not necessitate meeting only on campus.

4. The Union members cannot be expected to teach twelve (12) hours during the week, which is their normal full load, plus the fifth part, which involves some other duties, prepare for classes, prepare tests, meet with students and meet their other duties which might take as long as twelve (12) hours, plus negotiate Monday and Wednesday for six (6) hours, Friday for eight (8) hours, and Saturday and Sunday for twenty-four (24) hours pursuant to Management's demands.

The Teachers' schedules which were submitted to this Agency and marked as exhibits clearly show that with the Management's demands there would be virtually no time for the Teachers to meet and prepare for negotiations.

5. The University has had a long past practice in allowing full release time to the Teacher negotiators.

6. We do find that the University's denial of any release time for any faculty negotiators for the fall of 1983 was made in bad faith. But we are not deciding exactly what hours should be granted under Sec. 1.5 of the contract. We are setting forth guidelines in our Order to insure that the parties do meet in the future and negotiate this matter in good faith.

7. The ACCFT has filed a grievance against the University based on the refusal of the University to grant release time to the faculty negotiators. At the hearing ACCFT expressed a desire to have the arbitrator decide the issues contained in the grievance. We understand ACCFT's position to be that they want this Agency to decide the non-release of faculty as a ULPC, and have this Agency defer to arbitration on the issue of damages or the other issues in the grievance. We understand the University's position to be one of acquiescing to arbitration.

This Agency has acknowledged the Collyer doctrine where the NLRB defers to arbitration, at its discretion, where:

- a. The dispute arose within the confines of a long and productive collective bargaining agreement without assertions of enmity by Respondent to employees' exercise of protected rights.
- b. Respondent credibly asserts its willingness to arbitrate.

- c. The contract and its meaning lie at the center of the dispute.

We find the meaning of Sec. 1.5 certainly lies at the center of this dispute. The Respondent asserted a willingness to arbitrate, and the parties have asserted a willingness to arbitrate even though assertion of enmity is present. Therefore, our guidelines include that the parties meet and consider what, if anything, they wish to arbitrate and to report back to this Agency concerning same. The Agency will strongly consider deferring to arbitration on any matters put forth by the parties. Our primary intent in our guidelines is to insure that the public, the students and the parties of both sides meet in good faith to obtain a new collective bargaining agreement.

8. Both parties have argued in front of this Agency what they view Sec. 1.5 to mean. Sec. 1.5 places duties on both parties. Sec. 1.5(a) places the duty on the Teachers to schedule negotiations that minimally interfere with their teaching, administrative and other duties. However, both parties have recognized and realized that lengthy negotiations were necessary in the past, and the Management has a corresponding duty to release the Teachers as necessary for the negotiating sessions.

9. The evidence presented leads this Agency to the conclusion that Management has disregarded the principles of Subsection B of Sec. 1.5.

10. Phillip Slattery is a union negotiator who lives

in Sitka, Alaska. Prior to the hearing a substitute teacher was hired to replace him at Sitka Community College. We find the portion of the complaint in regards to Mr. Slattery was effectively dealt with by the parties prior to our hearing. We also find that the parties have effectively rendered the issue of Phillip Slattery moot.

Having made said findings, IT IS OUR ORDER, that the University cease and desist from the aforesaid unfair labor practices and to follow our guidelines in an attempt to resolve ULPC 83-6. Continuing jurisdiction is asserted. Our ORDER incorporates the guidelines set forth at the end of this Order and Decision.

ULPC 83-7

ULPC 83-7 contains the issues of whether the University committed a ULPC by refusing to meet at alternative sites proposed by the Union. This Agency finds that:

1. There is no "per se" rule that the parties alternate sites when they cannot agree upon one mutually agreeable site.
2. That we looked at the record as a whole and decided not to grant this particular unfair labor practice.
3. The granting of the unfair labor practice would set a precedent that if the parties cannot agree upon a mutually agreeable site, that alternate sites' issues would automatically be sought. The proposed precedent violates the spirit of

collective bargaining that the parties mutually agree upon sites, and not unilaterally agree upon alternate sites by being obstreperous.

4. Therefore, we find ACCFT has not met their burden of proof and ORDER the DISMISSAL of ULPC 83-7.

ULPC 83-9

In its complaint the University of Alaska has charged that Local 2404 has violated 23.40.110(c)(2) by refusing to bargain in good faith with a public employer. Specifically, that Local 2404 has engaged in surface bargaining and bad faith bargaining by proposing bargaining sites which the Union allegedly knew were not available to the parties.

We have reviewed the total record of this unfair labor practice and find:

1. That the Union agreed initially to meet at the Chancellor's conference room in Building A, suggesting that there be five sessions in the Chancellor's conference room and then sessions at a site selected by the ACCFT, such as IBEW Hall, Teamsters' Hall or Laborers' Hall. The Union also suggested alternative sites which would involve ongoing sessions for negotiations at one of three mutual sites depending upon the availability of those sites: St. Mary's Episcopal Church at Lake Otis and Tudor, the Alaska Pacific University at East Wesleyan Drive and the Municipality of Anchorage building on

East Tudor.

Those proposals are memorialized by Exhibits 9, 10 and 11 submitted at the hearings.

2. The three union halls were available to the parties at reasonable times. The alternative sites were submitted to the University sites as neutral depending upon the availability of those sites. The University's argument that the Teachers should have known that the sites were unavailable when they proposed them is not persuasive, as the written proposal of the sites specifically stated, if available.

3. Therefore, we ORDER that ULPC 83-9 be DISMISSED as the University has failed to meet the requisite burden of proof.

#### ULPC 83-10

ULPC 83-10 is the University's unfair labor practice alleging a violation of Alaska Statute Sec. 23.40.110(c)(2) in particular surface bargaining by the acts of:

1. Refusing to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the members of the negotiation team, (as is required by Article 1.5 of the collective bargaining agreement executed by the parties).

2. By insisting that negotiations be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union

negotiating team, when the Union has unilateral control of scheduling such outside activities.

We make the following findings of fact after reviewing the total record:

- a. We DENY the unfair labor practice charged insofar as it alleges that the Teachers have refused to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the negotiating team required by Article 1.5 of the collective bargaining agreement executed by the parties. The Teachers, in fact, agreed to meet at the University's times and places under protest.
- b. We find an unfair labor practice was committed by the Union by insisting that negotiations only be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union negotiating team, when the Union has unilateral control over the scheduling of such outside activities.
- c. We find that the Union insisted that negotiations not take place on Wednesday afternoons from 3:00 - 5:00 p.m., as that time was set aside for the Anchorage campus' weekly union meeting. We find that the Teachers committed unfair labor practices by insisting that such time was unavailable to have

negotiating sessions. The Union wanted negotiations from 8:00 a.m. - 5:00 p.m. daily Monday through Friday which directly contradicts their Wednesday p.m. objection.

- d. Concerning the first Friday of each month, we find that the Union's unilateral insistence that the first Friday of each month is preempted as their statewide executive board meeting is held, is not unreasonable. The statewide executive board is probably necessary for the union negotiating sessions to be fruitful -- as the Board of Regents' meeting would be absolutely essential to the Management's negotiating strategy. The Union's insistence of meeting 8:00 a.m. - 3:00 p.m. daily does not necessitate actual meetings during all such times. Such time is obviously also set aside for reviewing proposals, preparing strategy, preparing counterproposals, etc.
- e. The third Friday of each month in which the Anchorage Instructional Advisory Council meets is a time that should be negotiated between the parties. The Management cannot expect the negotiating team to be at the Advisory Council at the same time as they are expected to be in negotiating sessions. We do not find the Union's objections to meetings on the first Friday of the month as objectionable, as the Teachers

cannot be in two places at once.

- f. We find the Union's bad faith by this unilateral insistence based upon the fact that they have argued that negotiating should be Monday through Friday from 8:00 a.m. to 5:00 p.m., such times which necessarily include these meetings. The Teachers appeared to be more than willing to have meetings 8:00 a.m. to 5:00 p.m., Monday through Friday, if they did not have to teach their sessions pursuant to Sec. 1.5 of the collective bargaining agreement.
- g. Neither party is attempting to look at the entire situation of Sec. 1.5 of the contract and strike the the proper balance necessary for negotiating while meeting their administrative and other duties, and possibly teaching.
- h. We ORDER the Union to cease and desist from insisting that negotiations not be held on Wednesday afternoon from 3:00 - 5:00 p.m., and DENY any other allegations of bad faith bargaining.

Our remedial Order contained at the end of this Order and Decision, and guidelines set forth therein, are incorporated in this Order and Decision. Our remedial Order is intended to make the parties strike the balance by agreement -- and by taking continuing jurisdiction over this matter, the Agency will consider striking the balance if the parties cannot do so by

negotiating in good faith.

PETITION 83-4

Petition 83-4 requests the Agency to specifically enforce Sec. 1.5(a) of the collective bargaining agreement and specifically to order that the scheduling by the University from 2:00 - 5:00 p.m., Monday and Wednesday, Fridays as available, and Saturday and Sunday from 7:00 a.m. to 7:00 p.m. as the appropriate times. This Agency declines to grant said petition for the following reasons:

1. Sec. 1.5(a) must be read with Sec. 1.5(b) to glean the full intent of the parties. The crucial sections of Sec. 1.5 are that:

- a. Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating team. Negotiations shall be held in Anchorage.
- b. Bargaining unit members who serve as negotiators shall be excused from class duties as necessary in the course of negotiations without prejudice, and approved substitutes shall be provided by the negotiator or the Union.

2. The obvious intent of the two sections is that there will be minimal interference with the instructional, administrative

and other employment duties of the Teachers' negotiating team; (amply federal precedent says that both parties must meet at reasonable times and places); and that Teachers shall be excused from class duties as necessary during the course of negotiations. The parties have contractually realized that negotiating interferes with the instructional duties of the Teachers. The section tends to strike a balance between the needs of the Teachers to negotiate, to teach if possible, on the needs of the Teachers to do both, and be excused from teaching as necessary.

3. The past practice of the parties show that the Teachers have been excused from teaching any classes during negotiations. But that fact alone does not create a waiver of the responsibilities of both parties to meet their bargained terms and conditions of employment while the new contract is being negotiated.

4. Management bases its argument by relying on the plain reading of Sec. 1.5. We find that the plain reading of the statute will not be given the interpretation that the Teachers are going to be required to both teach and negotiate full time. Management's reliance on the Flint arbitration of June 8, 1976, and particularly the final paragraph on page 3, which concerns a hypothetical question about mass negotiating teams, is strained at best. Sec. 1.5 (c) provides "the ACCFT negotiating team may consist of five (5) members. The University shall pay for four (4) ACCFT negotiating team members' substitutes. Subsection (c) was negotiated by the parties and makes Management's position even more incredulous.

We find the position to be another example of how Management is picking at every straw and arguing everything possible to avoid effectuating the true intent of Sec. 1.5, while alleging that an arbitrator's decision of seven (7) years ago supports their position.

This Agency wishes to resolve the six cases of time and place (ULPC 1, 6 and 7, 9 and 10; Petition 83-4), (which could be an all time record for the most hearings on time and place during one contract negotiation), by taking continuing jurisdiction of ULPC 83-6 and ULPC 83-10. It ORDERS the parties to meet the following guidelines in their future collective bargaining meetings. If they cannot resolve the issues of time, place and Sec. 1.5, they must inform the Agency of that fact no later than November 19, 1983, for a further hearing in front of a Hearing Officer.

#### THE GUIDELINES

1. To meet and confer on the student needs at this point and time during this semester, and the spring 1984 semester. To exchange present and proposed assignments and schedules of classes for the individual negotiators so a full response by each party can be made. To set forth in writing the views of both the administration and the individual teachers teaching those classes, utilizing their past experience as to what courses could be substituted in the future and what should not be substituted for now.

2. To exchange the length of time which is necessary for each teacher to prepare for present and 1984 classes and to meet the class requirements. We want both parties to stop proposing unilateral hardline positions. Both parties must realize that extra burdens are going to be placed upon them during the negotiating of this contract. Both parties are to set forth in writing how much time is necessary to prepare for a class or lab. We want the parties to be frank, state how many times the course has been taught in the past, any changes in the textbooks from semester to semester. To determine if it is a regular class or an evening schedule, and to set forth specifically how it would affect the students to have a substitute at this time during the semester and if the substitutes are available for classes in the spring of 1984. To explore what substitutes are available and any particular problems with any particular course.

3. To attempt to arrange a schedule to meet daily or to have scheduled daily meetings with breaks for good cause.

4. To attempt to set meetings from three (3) to four (4) continuous hours.

5. To attempt to reschedule internal conflicting administrative matters except for the first Friday of each month when the statewide union meeting is to be held, and Board of Regents' meetings as are called in the future.

6. To meet, confer and discuss the areas of the previously filed grievance concerning release time. To inform this

Agency of the parties' desire to defer or not defer any issues relating to the grievance to arbitration at the times set forth below.

7. To discuss having all the meetings at those sites proposed by the University and those sites proposed by the Union. If you cannot agree to a formula for negotiation, to then discuss neutral sites. To set forth in writing any objections to any and all of the sites mentioned above. If you do not make an agreement on University or Union sites, to set forth in writing any and all objections to all the neutral sites which have been utilized by the parties in the prior negotiations. (All the while realizing that the arguments of the Management covering their three criteria concerning sites are not proper objections, per se, to any proposed site.)

8. If you cannot immediately agree upon where to meet to discuss the aforementioned issues, contact William J. Pauzauskie at 276-2232 who will make his conference room available for all of you to meet, or will arrange for a room at the federal courthouse for you to meet at, or some other place.

9. To exchange in writing each party's full and complete initial positions on all the matters contained herein no later than November 14, 1983. To exchange your positions in writing concerning counterproposals or why you view the other party's position is unreasonable or made in bad faith. If the matters contained herein concerning times, places, schedules, release

time, arbitration, substitutes, internal conflicting administrative matters, and student needs are not agreed upon by the parties, to deliver full and complete copies of all initial proposals and counterproposals to Mr. Hafling at 430 West 7th Avenue, Anchorage, Alaska 99501 and Mr. Humphries at 3707 Locarno Drive, Anchorage, Alaska 99508, and the Alaska Labor Relations Agency, P. O. Box 6701, Anchorage, Alaska 99502, and personally delivering a copy to William J. Pauzauskie, 1101 West 7th Avenue, Anchorage, Alaska 99501, by November 22, 1983, at 10:00 a.m. To meet at the offices of William J. Pauzauskie on November 23, 1983 at the hour of 9:00 a.m., to have a further hearing on any unresolved matters.

10. If any of the matters mentioned above or contained in this Order are resolved, or partially resolved, by November 21, 1983, those resolutions are to be delivered to Messrs. Hafling, Humphries and Pauzauskie no later than November 22, 1983, at 10:00 a.m.

11. If there are unresolved matters that cannot be agreed upon at the meeting with the Hearing Officer, a further meeting of the full Board will take place on November 30, 1983 at the hour of 9:00 a.m. at a place consistent with the regulatory hearings which are scheduled for November 29, 1983, in Anchorage.

12. Our continuing jurisdiction in ULPC 83-1 is not changed in any way by this Order and Decision, and the case of ULPC 83-1 will be considered with the schedule of hearings set

forth in this Order and Decision so that all matters can be more effectively dealt with at one time and place.

Finally, in the event you would like to comment in obiter dictum, we realize the parties have engaged in lengthy negotiations concerning time and place, Sec. 1.5 of the contract, release time and three (3) major new proposals by the University. Those negotiations have been fruitful to a large degree. The parties are now placed in the position where there are several portions of the new collective bargaining agreement which have been held in abeyance pending the extensive collective bargaining necessary to resolve whether the three major proposals made by the University are going to be accepted by the Union in whole or in part or counterproposals are going to be made by the Union concerning the University's proposed changes.

We believe it is time for the parties to meet and negotiate in good faith on the times and places of meetings, and the application of the mutual duties of Sec. 1.5 of the contract in regards to release time and to finally resolve that matter so that the real factual issues of this collective bargaining process can be dealt with.

To put it bluntly, enough time has been spent talking about the time and place of meetings and release time. Your past negotiating practices in 1976 and 1979 did not revolve around the issue of the time and place of meetings, as this collective bargaining process obviously has. In the past, you

have met in hotel rooms, union halls, the university campus, and the Teachers have been released from their duties under Sec. 1.5. Sec. 1.5 was written by both parties, agreed to by both parties, and each of you have been found guilty of an unfair labor practice by not following the obvious intent of that section.

Alaska Statute 23.40.140 enables the Agency to "take affirmative action which will carry out the provisions of Alaska Statute 23.40.070 - 23.40.260." This Agency has not taken affirmative action in the form of setting the schedules, as there is a strong public policy that the negotiators (which include numerous Phds., Masters' degree holders, and all being college graduates) should seemingly be able to find a time or place to meet without taking obsteporous positions. We have set forth the guidelines so that the policies of the Act are dealt with by the parties. This Agency wants you to resolve these matters so that the real underlying issues involved in this collective bargaining process can be dealt with satisfactorily.

DATED: October 31, 1983

*C. R. "Steve" Hafling*  
C. R. "Steve" Hafling

DATED: October 31, 1983

*Ben Humphries*  
Ben Humphries

DATED: October 31, 1983

*Morgan Reed*  
Morgan Reed

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BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )

Charging Party, )

vs. )

UNIVERSITY OF ALASKA, )  
Respondent. )

Case Nos. ULP No. 83-6  
ULP No. 83-7  
ULP No. 83-9  
ULP No. 83-10  
Petition 83-4

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UNIVERSITY OF ALASKA, )  
Charging Party )  
and Petitioner, )

vs. )

ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
LOCAL 2404, )  
Respondent. )

ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

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MEMORANDUM OF LAW ON BEHALF  
OF UNIVERSITY OF ALASKA

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OWENS & TURNER, P.C.  
Attorneys for Respondent  
University of Alaska  
425 "G" Street, Suite 920  
Anchorage, Alaska 99501  
(907) 276-3963



1 scheduled during times which do not conflict with the numerous  
2 outside personal and Union activities of the members of the  
3 Union negotiating team when the Union has unilateral control  
4 with respect to scheduling such outside activities. Finally,  
5 in Petition 83-4 the University seeks to have the terms of  
6 Article I, Section 1.5A of the negotiated agreement concerning  
7 the scheduling of negotiations specifically enforced and  
8 requests an order from the Agency directing the ACCFT to honor  
9 and comply with said provision of the agreement.

10 This Memorandum of Law is submitted in support of the  
11 University's position that: (1) the two unfair labor practice  
12 charges filed by the Union, ULP 83-6 and ULP 83-7 are without  
13 merit and should be dismissed in their entirety; (2) the Union  
14 did engage in the acts of surface and bad faith bargaining  
15 alleged by the University in ULP 83-9 and 83-10 and the Alaska  
16 Labor Relations Agency should issue an appropriate order  
17 directing the Union to cease and desist from engaging in such  
18 activity, and (3) the Union's actions with respect to the  
19 scheduling of negotiations constitute an unfair labor practice  
20 and a violation of Article I, Section 1.5A of the collective  
21 bargaining agreement and the Agency should issue an order  
22 pursuant to AS § 23.40.140 and AS § 23.40.210 directing the  
23 Union to comply with the terms of Section 1.5A by agreeing to  
24 schedule negotiations in a manner which minimally interferes  
25 with the instructional duties of members of the Union  
26 negotiating team.

1                    FACTS RELATING OF UNIVERSITY OF ALASKA/ACCFT ULP CHARGES

- 2                    1. The University of Alaska (UA) and ACCFT have engaged
- 3                    in collective bargaining since at least 1974 during
- 4                    which time the parties have met many times in the
- 5                    conference room in Bldg. A on the Anchorage campus, as
- 6                    well as at other locations on the Anchorage campus and
- 7                    negotiated and agreed upon many provisions of their
- 8                    collective bargaining agreements.
- 9                    2. During the current rounds of collective bargaining,
- 10                   the parties have met many times in the conference room
- 11                   in Bldg. A, the faculty lounge, and the ACCFT
- 12                   office/conference room and have negotiated about and
- 13                   agreed upon many of the provisions to be included in
- 14                   the new agreement. The parties even mutually agreed
- 15                   to have the conference room in Bldg. A reserved for
- 16                   the entire Spring semester for negotiations.
- 17                   3. The ACCFT does not wish to make any significant
- 18                   changes in the terms of their collective bargaining
- 19                   agreement. The union wants to preserve the status quo
- 20                   which exists under the old expired collective
- 21                   bargaining agreement, including: (1) the maximum 12
- 22                   credit hour teaching work load within the 15 hour full
- 23                   work load, (2) the pay increase system based solely on
- 24                   longevity, (3) the financial subsidization of the
- 25                   union by the UA.
- 26                   4. The UA wishes to modify the status quo which exists
- 27                   under the old expired collective bargaining agreement
- 28                   in several respects, particularly by: (1)
- 29                   establishing a pay increase system based on
- 30                   performance and merit rather than simple longevity,
- 31                   (2) establishing new provisions for the 5-part work
- 32                   load which would eliminate the 12 credit hour teaching
- 33                   limit and allow up to 15 credit hours teaching and (3)
- 34                   eliminating existing University subsidization of the
- Union.

ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3983

1 5. In the late spring of 1983, the ACCFT suddenly  
2 developed an aversion to bargaining in the location in  
3 which they had previously agreed to bargain and which  
4 they had mutually agreed to reserve for that  
5 purpose. This was the same location at which they had  
6 routinely bargained since 1974 and the same location  
7 in which all of their tentative agreements with the  
8 University had been reached. This sudden shift of  
9 bargaining emphasis by the ACCFT from the substantive  
10 issues on the bargaining table to the place where they  
11 would meet, occurred very soon after it became evident  
12 that the University of Alaska was in fact quite  
13 serious about the changes it was proposing and  
14 intended to pursue those matters vigorously at the  
15 bargaining table.

16 6. When it became evident that the ACCFT was going to  
17 continue to pursue its shift in bargaining emphasis  
18 and argue repeatedly about when and where it would  
19 meet rather than about the substantive issues on the  
20 bargaining table, the University responded by  
21 announcing that it would meet at any location which  
22 met three reasonable criteria: (1) the location  
23 should have available to it those support facilities  
24 which would facilitate bargaining on the substantive  
25 issues with which the parties were concerned, i.e.,  
26 typing and/or stenographic service, photocopy,  
27 available caucus room for the parties, telephone and  
28 other support systems; (2) ready access to pertinent  
29 information from the files of both of the parties and  
30 pertinent information from various administrators and  
31 faculty who could be called upon to provide additional  
32 insight and/or information on the various substantive  
33 topics which were being discussed at the bargaining  
34 table and (3) control of the physical bargaining

1 location by the parties themselves rather than by some  
2 third party host. The University of Alaska made it  
3 clear that there were several locations on the campus  
4 that met these criteria including the conference room  
5 in Building A, the ACCFT office/conference room, the  
6 faculty lounge and the lounge in the Student Activity  
7 Center.

- 8 7. The ACCFT steadfastly rejected all efforts by the  
9 University to have the negotiations held at a location  
10 which satisfied the three reasonable criteria set  
11 forth above. The ACCFT proposed that the parties meet  
12 at what the ACCFT referred to as "neutral sites" i.e.,  
13 the conference rooms of other labor organizations.  
14 The ACCFT proposed the parties meet in the Teamsters,  
15 Laborers or IBEW conference rooms because they claimed  
16 the conference room in Building A was unacceptable  
17 because of the number of interruptions which occurred  
18 there. However, when the specific reasons proffered by  
19 the ACCFT for not meeting in Building A were satisfied  
20 by the University, the ACCFT still refused to meet at  
21 that location. The ACCFT offered no substantial  
22 reason for its refusal other than to assert that they  
23 "were not comfortable" meeting there. When the  
24 University attempted to compromise on the issue by  
25 agreeing to meet at one of the locations proposed by  
26 the Union, the Union reversed its position and  
27 refused to meet there.
- 28 8. During the hearing the ACCFT conceded that there was  
29 nothing physically objectionable with the conference  
30 room in Building A. Instead, it admitted its  
31 objections to meeting at that location were based upon  
32 intangible, undefined factors. While testifying on  
33 the issue, Union negotiator Nelson could only shrug  
34 his shoulders, look at the ceiling and state that he

1 didn't really have a reason for not meeting in the  
2 conference room in Building A other than that he was  
3 "not comfortable" at that location.

- 4 9. With respect to negotiating times, the Union took the  
5 position during the summer that negotiations  
6 necessarily had to be scheduled around the work  
7 activities of the individual members of the Union  
8 negotiating team. However, a few months later, the  
9 Union insisted that negotiations be scheduled so as to  
10 directly conflict with their normal academic  
11 activities. At the same time, the Union adamantly  
12 refused to move or reschedule any intra-Union  
13 activities such as Union executive committee meetings.
- 14 10. The University offered to meet with the Union to  
15 bargain on Mondays, Wednesdays, Fridays, Saturdays and  
16 Sundays which would be a more than adequate  
17 negotiating schedule if the Union was genuinely  
18 interested in reaching an agreement. The Union's  
19 inflexibility with respect to both bargaining times  
20 and places has been elevated by the Union to the point  
21 that negotiations on substantive issues has been  
22 effectively precluded.
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ARGUMENT

The record evidence presented to the Agency in ULP Case Nos. 83-6, 7, 9 and 10, as well as Petition No. 4 clearly demonstrates that during the course of the negotiations the Union has adopted a fixed and inflexible position with respect to the location and times for negotiations with the University. Additionally the Union has, through the use of a number of different tactics and methods, manifested its intent to manipulate those issues so as to frustrate and prevent meaningful substantive negotiations between the parties.

During negotiations which addressed the location for bargaining, the Union on a number of occasions proposed sites without knowing if those sites were available for use by the parties. Moreover, it was not until after the University agreed to the Union's request that bargaining take place at specific locations that the Union informed the University that the locations it had proposed were in fact not available. These actions by the Union compel the conclusion that the Union is merely going through the motions of negotiating without a sincere desire to reach agreement with the University and has breached its statutory obligation to bargain in good faith. The National Labor Relations Board, (herein "Board" or "NLRB") whose decisions this Agency has frequently relied upon in defining the scope of a party's obligation to bargain in good faith, has condemned the offering of a proposal that cannot be accepted as violative of the good faith bargaining obligation. Roy E. Hanson, Jr. Mfg., 137 NLRB 251, 50 LRRM 1134 (1962). The Board has also held that a proposal which is advanced by a party in negotiations and accepted, but subsequently disavowed by the party originally proposing it, constitutes bad faith and surface bargaining. Texas Coca-Cola Bottling Co., 146 NLRB 420, 55 LRRM 1326 (1964).

As noted supra, the University and Union have successfully negotiated for many years in Conference Room A on

ATTORNEYS AT LAW  
425 "D" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3863

1 the University campus. Suddenly, the Union has objected to  
2 that location. In an effort to compromise, the University has  
3 proposed other locations on the campus for negotiations but the  
4 Union has adamantly and systematically rejected each  
5 proposal. Moreover, each time the University satisfies a  
6 specific objection asserted by the Union concerning a  
7 particular location, the Union still refuses to meet at the  
8 location and proffers a new and previously unmentioned reason  
9 why the location is unacceptable. Such repeated shifts in  
10 position and attitude by the Union whenever a tentative  
11 agreement on the issue appears to have been reached is  
12 persuasive evidence that the union is not bargaining in good  
13 faith. See, e.g., NLRB v. Big Three Industries, Inc., 497 F.2d.  
14 43, 86 LRRM 3031 (5th Cir. 1974); Federal Mogul Corp. v. NLRB,  
15 524 F.2d 37, 91 LRRM 2207 (6th Cir. 1975).

16 The question of where the parties shall meet to  
17 negotiate a successor labor agreement is, for all practical  
18 purposes, an issue that is peripheral and subordinate to  
19 substantive negotiations between the parties on the important  
20 matters of wages, hours and other terms and conditions of  
21 employment. The NLRB has recognized that if meaningful  
22 collective bargaining is to take place between labor  
23 organizations and employers, one party cannot be permitted to  
24 stall substantive negotiations by insisting to the point of  
25 impasse that the other party acquiesce to demands relating to  
26 preliminary matters. See, e.g., Bartlett-Collins Company, 237  
27 NLRB No. 106, 99 LRRM 1034 (1978) (party's insistence to the  
28 point of impasse that a court reporter be present during  
29 contract negotiations cannot be permitted to stifle substantive  
30 negotiations). The Union's frequent shifts during negotiations  
31 on the preliminary issue of bargaining locations and its rigid  
32 position in rejecting all attempts by the University to  
33 compromise on the issue constitutes bad faith bargaining and  
34 should not be allowed to stall negotiations between the parties

1 on the important substantive issues which remain to be  
2 resolved.

3         The Union has also engaged in bad faith and surface  
4 bargaining with respect to the scheduling of negotiations. In  
5 contrast, the University has demonstrated its good faith and  
6 willingness to compromise on the issue of scheduling of  
7 negotiations by stating that it is available to negotiate on  
8 Mondays, Wednesdays, Fridays, Saturdays and Sundays. Yet the  
9 Union has adopted an inflexible and uncompromising position on  
10 the scheduling of negotiations by adamantly declaring that all  
11 negotiations must be scheduled around intra-union activities.  
12 The Union's obtrusive conduct of insisting that intra-union  
13 activities will take precedence over the effort to negotiate a  
14 successor agreement denies the parties of the opportunity to  
15 meet so that they may even begin to discuss substantive issues  
16 and is inherently destructive of an atmosphere of open-  
17 mindedness which is necessary for meaningful negotiations.  
18 Such conduct has been condemned by the NLRB and found to  
19 constitute a clear breach of the duty to bargain in good  
20 faith. Allis-Chalmers Mfg. Co., 106 NLRB 979, 32 LRRM 1585  
21 (1953). In Allis Chalmers, the employer insisted that  
22 negotiating meetings be scheduled so as not to interfere with  
23 regular company routine. If there was a conflict between  
24 negotiations and company activities, negotiations were  
25 subordinated to the latter. The Board easily recognized that  
26 such an approach to negotiations falls far short of satisfying  
27 the statutory obligation to bargain and issued an appropriate  
28 order directing the employer to cease and desist from such  
29 actions. The Union's actions in the instant case of insisting  
30 that all negotiations must revolve around the Union's own  
31 internal activities, virtually parallel those found to be  
32 impermissible in Allis Chalmers and should likewise be  
33 condemned so that the parties are not precluded from bargaining  
34 on substantive matters.

1           During the hearing the Union attempted to justify its  
2 incredulous position that negotiations must be scheduled  
3 pursuant to Section 1.5B of the collectively negotiated  
4 agreement during the times members of the Union negotiating  
5 team are assigned to teach classes. In addition to being  
6 ridiculous, this position which the Union is demanding in  
7 negotiations is an unfair labor practice and a breach of  
8 Section 1.5A of the agreement. Section 1.5 A & B provide:

- 9           A. Negotiations shall be scheduled at times and  
10 places that provide minimal interference with  
11 the instructional, administrative, and other  
12 employment duties of the negotiating team.  
13 Negotiations shall be held in Anchorage.  
14           B. Bargaining Unit Members who serve as  
15 negotiators shall be excused from class duties  
16 as necessary during the course of negotiations  
17 without prejudice, and an approved substitute  
18 shall be provided by the negotiator or the  
19 union.

20           During the hearing, the Union produced a witness who  
21 claimed that in drafting Section 1.5, it was the intent of the  
22 parties to provide automatic substitute teachers for faculty  
23 members involved in negotiations. This testimony of bargaining  
24 that occurred a number of years ago was based upon the witness'  
25 recollection alone. The Union produced no bargaining notes  
26 whatever to substantiate this claim. The Union's proffered  
27 interpretation of Section 1.5 is nothing more than an attempt  
28 to ignore the clear language of Section 1.5B which provides  
29 that members who serve as Union negotiators shall be excused  
30 from class duties "as necessary". The Union's interpretation  
31 is specious as it would render the express terms "as necessary"  
32 completely meaningless.

33           The Union's convoluted interpretation of Section 1.5  
34 is also in direct conflict with their own position taken  
earlier this summer. As the evidence revealed, during the  
summer the Union emphatically stated that negotiations would  
have to be scheduled around the outside employment activities  
of members of the Union negotiating team.. Now, only three

1 months later, they insist that negotiations must be scheduled  
2 during the times they are scheduled to teach. The appropriate  
3 inference to be drawn from the Union's actions is that the  
4 Union is not and has not been sincere in attempting to schedule  
5 negotiations for a new labor contract with the University and  
6 has refused and is continuing to refuse to abide by the terms  
7 of Section 1.5 of the agreement. Accordingly, the Agency  
8 should find that the Union's insistence that negotiations be  
9 scheduled so that they directly conflict with class assignments  
10 of the Union negotiators is an unfair labor practice and a  
11 violation of the terms of Section 1.5 which require that  
12 negotiations be scheduled so as to minimally interfere with the  
13 instructional duties of the negotiating team.

14 Both the University and Union have acknowledged that  
15 although the collective bargaining agreement between the  
16 parties has expired, the terms and conditions of employment  
17 contained therein remain unchanged and in effect. The  
18 provisions of Section 1.5 at issue herein are clearly part of  
19 the terms and conditions of employment which remain in effect  
20 and are therefore within the purview of AS § 23.40.210 which  
21 the Agency can enforce through a remedial order pursuant to the  
22 statutory authority vested in the Agency by AS § 23.40.140.

23 The Agency should, therefore, grant Petition No. 4 and  
24 specifically enforce the terms of Section 1.5 by issuing an  
25 order directing the Union to cease and desist from insisting  
26 that negotiations only be scheduled when Union negotiators are  
27 assigned to teach and direct the Union to comply with the terms  
28 of Section 1.5 by scheduling negotiations so as to minimally  
29 interfere with the instructional duties of the negotiating  
30 team.

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CONCLUSION

For all the foregoing reasons, the University of Alaska respectfully submits that Case Nos. ULP 83-6 and 7 should be dismissed in their entirety and that the remedial orders identified supra should be issued by the Agency against the Union in Case Nos: ULP 83-9 and 10 and Petition No. 4.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 13<sup>th</sup> day of October, 1983.

OWENS & TURNER, P.C.  
Attorneys for  
University of Alaska

By Thomas P. Owens Jr. by *wtm*  
Thomas P. Owens, Jr.

ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3863

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OWENS & TURNER, P.C.  
Thomas P. Owens, Jr.  
Attorneys for Charging Party  
University of Alaska  
425 "G" Street, Suite 920  
Anchorage, AK 99501  
(907)-276-3963

BEFORE THE ALASKA LABOR RELATIONS AGENCY

UNIVERSITY OF ALASKA )  
 )  
Charging Party, )  
 )  
vs. )  
ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
Local 2404, )  
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Respondent. )  
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Case No. 83- 9

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: University of Alaska, 3211 Providence Drive, Anchorage, Alaska 99508.
2. Respondent: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, Alaska 99508.
3. Charging Party's Representative: Thomas P. Owens, Jr., attorney, Owens & Turner, P.C., 425 "G" Street, Suite 920, Anchorage, Alaska 99501.
4. Nature of Charge: The Alaska Community Colleges' Federation of Teachers, Local 2404 (herein "ACCFT" or "Union") by and through its officers and agents has violated AS 23.40.110(c)(2) and engaged in surface bargaining and bad faith bargaining by the following acts.
5. By proposing that the parties meet at various bargaining sites that the Union knew, or should have known, were not available to the parties.

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "O" STREET, SUITE 920  
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6. Each time it appeared that an agreement between the parties concerning the selection of a bargaining site was imminent, the Union frustrated such agreement by changing its position.

7. The Union's actions were a deliberate attempt to frustrate, delay and impede the progress of negotiations and such actions did frustrate, delay and impede the negotiations of the parties.

8. The totality of the Union's conduct demonstrates that it is bargaining in bad faith and without any intention of reaching agreement on the mutual selection of a bargaining site.

I swear the above to be true and correct, to the best of my knowledge, information and belief.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 9<sup>th</sup> day of September, 1983.

OWENS & TURNER, P.C.  
Attorneys for  
Charging Party

BY Thomas P. Owens, Jr.  
Thomas P. Owens, Jr.

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of September, 1983.

Susan M. Galt  
Notary Public in and for Alaska  
My Commission Expires: 9-21-85

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

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OWENS & TURNER, P.C.  
Thomas P. Owens, Jr.  
Attorneys for Charging Party  
University of Alaska  
125 "G" Street, Suite 920  
Anchorage, AK 99501  
(907)-276-3963

BEFORE THE ALASKA LABOR RELATIONS AGENCY

UNIVERSITY OF ALASKA )  
 )  
Charging Party, )  
 )  
vs. )  
ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
Local 2404, )  
 )  
Respondent. )

Case No. 83-810

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: University of Alaska, 3211 Providence Drive, Anchorage, Alaska 99508.
2. Respondent: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, Alaska 99508.
3. Charging Party's Representative: Thomas P. Owens, Jr., attorney, Owens & Turner, P.C., 425 "G" Street, Suite 920, Anchorage, Alaska 99501.
4. Nature of Charge: The Alaska Community Colleges' Federation of Teachers, Local 2404 (herein "ACCFT" or "Union") by and through its officers and agents has violated AS 23.40.110(c)(2) and engaged in surface bargaining and bad faith bargaining by the following acts.
5. By refusing to meet at reasonable times and places that minimally interfere with the other employment responsibilities of members of the negotiating team as

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1 required by Article 1.5 of the collective bargaining  
2 agreement executed by the parties.

3 6. By insisting that negotiations only be  
4 scheduled during times which do not conflict with the  
5 numerous outside personal and Union activities of the  
6 members of the Union negotiating team, when the Union has  
7 unilateral control with respect to scheduling such outside  
8 activities.

9 I swear the above to be true and correct, to the  
10 best of my knowledge, information and belief.

11 RESPECTFULLY SUBMITTED at Anchorage, Alaska this  
12 9<sup>th</sup> day of September, 1983.

13 OWENS & TURNER, P.C.  
14 Attorneys for  
15 Charging Party

16 By Thomas P. Owens, Jr.  
17 Thomas P. Owens, Jr.

18 SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of  
19 September, 1983.

20 Jane M. [Signature]  
21 Notary Public in and for Alaska  
22 My Commission Expires: 9-21-85

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ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

1 OWENS & TURNER, P.C.  
2 Thomas P. Owens, Jr.  
3 Attorneys for Charging Party  
4 University of Alaska  
5 425 "G" Street, Suite 920  
6 Anchorage, AK 99501  
7 (907)-276-3963  
8  
9

10 BEFORE THE ALASKA LABOR RELATIONS AGENCY  
11

12 UNIVERSITY OF ALASKA )  
13 Charging Party, )  
14 vs. )  
15 ALASKA COMMUNITY COLLEGES' )  
16 FEDERATION OF TEACHERS, )  
17 Local 2404. )  
18 Respondent. )

Case No. 83-\_\_\_\_\_

19 AFFIDAVIT OF MAILING

20 STATE OF ALASKA )  
21 ) ss.  
22 THIRD JUDICIAL DISTRICT )

23 Susan M. Lamb, being first duly sworn, deposes and  
24 states: that I am a secretary in the offices of OWENS & TURNER,  
25 P.C., Attorneys at Law, 425 "G" Street, Suite 920, Anchorage,  
26 Alaska 99501; that on the 9th day of September, 1983, I served a  
27 copy of the attached:

28 UNFAIR LABOR PRACTICE CHARGES

in the above entitled cause on:

29 ALASKA STATE LABOR RELATIONS AGENCY  
30 P. O. Box 6701  
Anchorage, AK 99502

31 WILLIAM J. PAUZAUSKIE, ESQ.  
32 1101 West Seventh Avenue  
Anchorage, AK 99501

33 William K. Jermain, Esq.  
34 JERMAIN, DUNNAGAN & OWENS  
801 West Fireweed Lane, Suite 201  
Anchorage, AK 99503

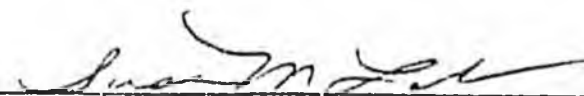
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and mailed a courtesy copy thereof to:

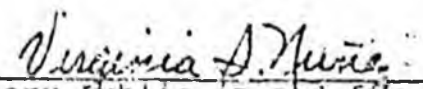
Evan Johnson  
UNIVERSITY OF ALASKA  
3211 Providence Drive  
Anchorage, AK 99504

Astrid de Parry, General Counsel  
UNIVERSITY OF ALASKA  
Bunnell Building  
Fairbanks, AK 99701

by placing a copy thereof in an envelope properly addressed,  
containing proper and sufficient United States postage, and  
depositing same in the United States Postal Department as  
directed on said envelope.

  
Susan M. Lamb, Secretary

SUBSCRIBED AND SWORN to before me this 9th day of  
September, 1983.

  
Notary Public in and for Alaska  
My Commission Expires: 10/4/84

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "D" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
 FEDERATION OF TEACHERS, )  
 Local 2404, )  
 )  
 Petitioner, )  
 )  
 and )  
 UNIVERSITY OF ALASKA, )  
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 Respondent. )  
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Case No. *Petition 83-4*

PETITION

COMES NOW the Alaska Community Colleges' Federation of Teachers, Local 2404, and petitions the Alaska Labor Relations Agency, under the provisions of AS 23.40.210 to enforce the terms and conditions of the collective bargaining agreement between petitioner and the University of Alaska presently in effect as they relate to step and lane increases required by said agreement. The basis of this petition is set forth herein and supported by the attached document, the transcript of the hearing and Unfair Labor Practices 83-1, -2 and -3, and the statements contained herein.

A collective bargaining agreement, a copy of which is attached hereto as Exhibit A, existed between the University of Alaska and petitioner. Said agreement expired March 31, 1983. Said agreement contained Appendices A and B relating to placement on a salary grid. The placement (Appendix A) sets forth the criteria for moving between lanes on the salary grid. Appendix B, the salary grid itself, sets forth salaries, including steps and lanes.

An employee's salary would be determined by his placement by step and lane, which are functions of experience, continuity in employment and education.

JERMAIN, DUNNAGAN & OWENS  
 ATTORNEYS AT LAW  
 601 WEST FIRWOOD LANE, SUITE 201  
 ANCHORAGE, ALASKA 99503  
 (907) 276-6532

The petitioner and the University of Alaska have engaged in extensive negotiations but have been unable to reach a collective bargaining agreement. As a result of conduct by the University of Alaska, ULP Nos. 83-1, -2, and -3 were filed before the Agency, and decision rendered by the Agency in 83-1 and -3. The University of Alaska, in defending the Unfair Labor Practices, has taken the position through its spokesmen Thomas Owens and Edwin Biggerstaff, that the University of Alaska is maintaining the terms and conditions of the contract during the period of negotiations. The University has confirmed its position in writing (Exhibit B).

Specifically, it has been stated that until impasse is reached, no unilateral changes would be made in the terms and conditions of employment, including salary (statements made under oath and in argument during hearing on 83-1, -2, and -3). A statement was made by the above-named representatives that step and lane changes could not be given by the University, since the Legislature has failed to appropriate necessary funds. This position has later been reaffirmed by correspondence from Evan Johnson, labor relations manager for the University of Alaska (see Exhibit C).

The University has relied on the provisions of AS 23.40.215, which states that:

"The monetary terms of any agreement entered into under the Public Employment Relations Act are subject to funding through legislative appropriation."

The representations of the University of Alaska that the Legislature has failed to fund the appropriate sums for step and lane increases pursuant to the continuing terms and conditions of employment existing between the parties is false and fraudulent. The Legislature appropriated the necessary sums to continue the salary program at the University of Alaska, but the University has

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
801 WEST FIREWEED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-6532

failed and refused to implement the same for the purpose of coercing, intimidating and threatening, and thereby discriminating against in terms and conditions of employment, the members within the bargaining unit.

The assertions of the petitioner are based on the following facts: The Legislature appropriates a general sum of money to the University of Alaska for personal services. Contrary to other agencies in State government, these funds are not identified with precision control numbers, and may be used for any personal-services purposes except those specifically included by Legislature intent (Exhibit D). The Legislature appropriated the necessary funds through its Free Conference Committee, which adopted the Senate version, a continuation budget. The Legislature specifically rejected the University's proposal for a 7.5% "merit increase" (Exhibit E).

The University is refusing to honor its obligations under the collective bargaining agreement.

RESPECTFULLY SUBMITTED this 29th day of August, 1983 at Anchorage, Alaska.

JERMAIN, DUNNAGAN & OWENS  
Attorneys for Petitioner

By William K. Jermain  
William K. Jermain

AFFIDAVIT OF SERVICE

STATE OF ALASKA )  
: ss.

THIRD JUDICIAL DISTRICT  
Jan Kassem being first duly sworn,  
depose and state as follows: I am employed by the law firm  
of JERMAIN, DUNNAGAN & OWENS. On the 29th day of Aug.  
1983, true and correct copies of \_\_\_\_\_

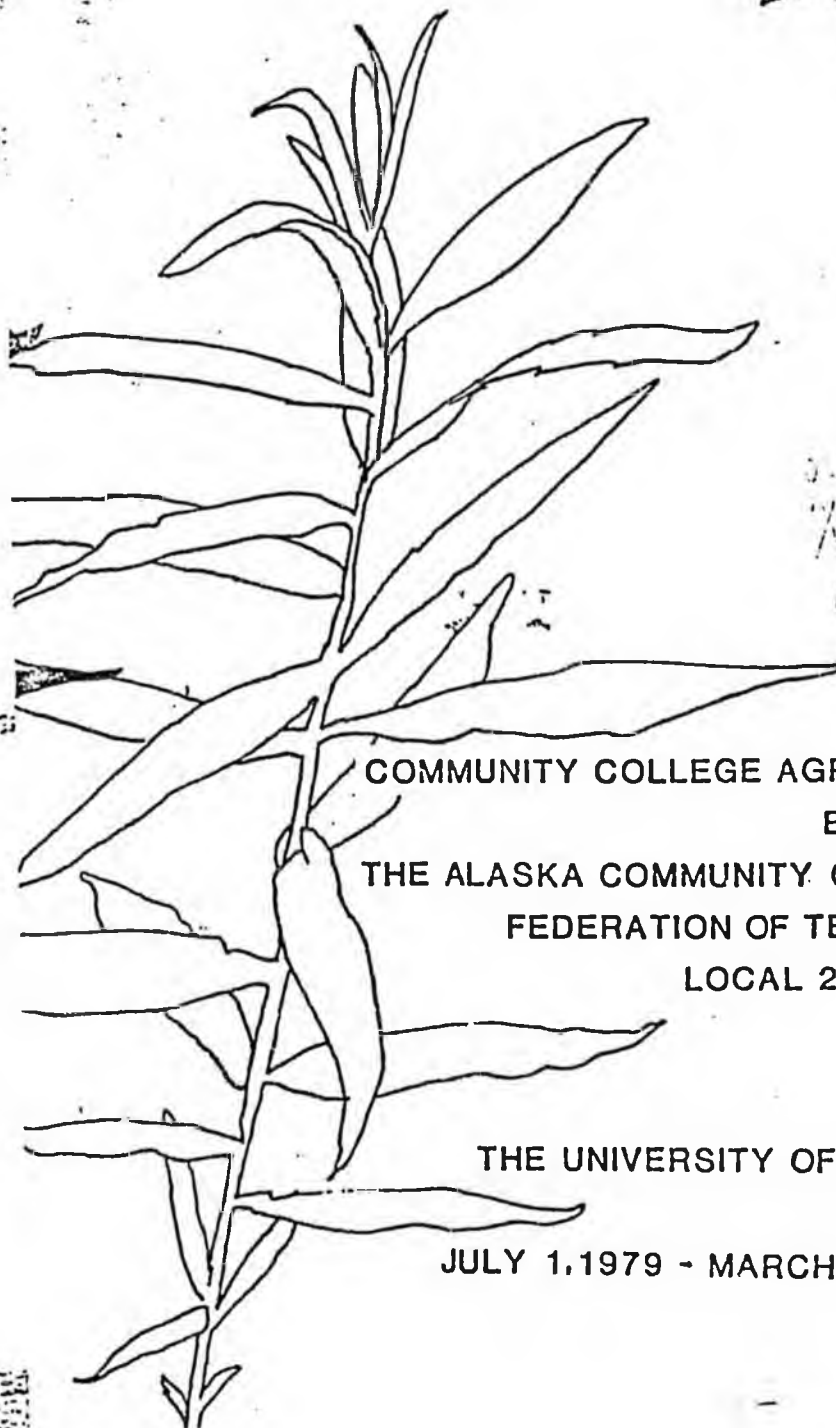
Petition  
were served on E. Van - [unclear] Steve [unclear]  
Bill Paugaukie Jan Kassem  
by:  DELIVERED TO OFFICE  MAIL

SUBSCRIBED & SWORN to before me the day and year  
first above written.

Kenneth J. Subarney  
NOTARY PUBLIC IN AND FOR ALASKA  
MY COMMISSION EXPIRES: 3-12/84

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
901 WEST FIREWED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-0532

Exhibit  
A



COMMUNITY COLLEGE AGREEMENT  
BETWEEN  
THE ALASKA COMMUNITY COLLEGE  
FEDERATION OF TEACHERS  
LOCAL 2404, AFT

AND

THE UNIVERSITY OF ALASKA

JULY 1, 1979 - MARCH 31, 1981

Johnson, Labor Relations

Exhibit C 7/25/83  
B

file  
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negotiations

Please provide a copy of the memo you quoted from regarding failure of the Union of Alaska to request for continuation of our contract including the annual step increases

This request is based on Article 1.4 of the contract. Also we request a copy of the memo as provided by the function of employees act.

The Union is willing to pay the amount for any costs incurred in the office.

Sincerely  
Michael J. Jensen  
Jensen Chairman



# UNIVERSITY OF ALASKA

3211 PROVIDENCE DRIVE  
ANCHORAGE, ALASKA 99504

OFFICE OF THE  
CONTRACT MANAGER

TO: Mike Turner  
Grievance Chairman, ACCFT Local 2404

FROM: Evan G. Johnson  
Manager of Labor Relations

DATE: July 29, 1983

SUBJECT: ACCFT Lane and Step Change Funding FY84

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Enclosed with this memo, are three attachments documenting the steps by which funds for the ACCFT lane and step changes were ultimately deleted from the budget by the legislature. The ACC budget was used for demonstration purposes.

Attachment 1 is a copy of Form 5 for Anchorage Community College. The relevant line is Line 4 showing the funds the University requested for Personal Services Adjustments for ACC. The total of \$891.4 includes both 7.5% for noncovered employees and 4.1% for covered employees. The funding source is broken down into General Fund and Program Receipts. The Program Receipts apply to Auxiliary Services. This document represents what the University requested from the legislature and the Governor last October, 1982.

Attachment 2 is a copy of the Anchorage Community College short-form from the budget as delivered to the legislature from the Governor. The relevant portion is in the Governor Analysis section on page 23-24 of Attachment 2. Under the Governor's Analysis, it shows a decrease in the salary adjustment of \$332.0. This is explained in the note on page 24. Basically they deleted \$332.0 from the total of \$891.4 the University requested which represented 4.5% for noncovered employees. The remaining 3% for covered employees and 4.1% for bargaining unit members totaled \$559.4 and that amount remained in the continuation level.

Later on in the legislative session, the Governor amended his budget and subsequently deleted those funds; however, the next relevant document is Attachment 3 which represents the Conference Committee short-form for ACC. The relevant pages are page 25 and 25a. Both the House and Senate analysis show deletion equaling or exceeding the Personal Services adjustments remaining in the continuation level. Information communicated to the University indicates that the purpose for these deletions was very simply put - deletion of all step and lane changes and any pay increases within the budget.

cc: Chancellor Biggerstaff  
Chancellor Melican  
Chancellor Paradise

Item and Explanation		Amount	Funding Sources				100 Personnel Services	200 Travel	300 Contractual Services	400 Commodities	500 Equipment	Other
1.	FY03 Authorized (Form 4A)	20,298.4	FED 1,245.8 GFM 22.0 GF 14,783.2 IAR 338.5	ORR 890.1 PR 950.1 SF 1,963.3 ICR 105.4		15,972.1	158.3	1,041.4	1,079.3	185.6	1,861.7	
2.	Less One-time Items (Include All Equipment)	(185.6)	GF (154.8) PR (8.8)	ORR (20.0) ICR (2.0)		( )	( )	( )	( )	(185.6)	( )	
3.	Plus FY04 Replacement Equipment (Form 17, Line 1, Column 5)	228.1	GF 228.1							228.1		
4.	Personnel Services Adjustment	891.4	GF 868.1 PR 23.3			891.4						
5.	Sub-total	21,232.3	FED 1,245.8 GFM 22.0 GF 15,724.6 IAR 338.5	ORR 870.1 PR 964.6 SF 1,963.3 ICR 103.4		16,863.5	158.3	1,041.4	1,079.3	228.1	1,861.7	
6.	Plus Inflation Adjustment	157.0	GF 127.4 PR 29.5				9.0	59.9	63.8		24.3	
7.	Sub-total	21,389.3	FED 1,245.8 GFM 22.0 GF 15,852.0 IAR 338.5	ORR 870.1 PR 994.2 SF 1,963.3 ICR 103.4		16,863.5	167.3	1,101.3	1,143.1	228.1	1,886.0	
8.	Adjustments to and within Continuation (Form 5A's)	787.5	PR 28.0 GF 734.1	ORR .0 FED 24.0		965.5	10.5	68.0	4.5	8.6	(269.6)	
9.	FY04 Continuation Level	22,176.8	FED 1,270.4 GFM 22.0 GF 16,586.1 IAR 338.5	ORR 870.9 PR 1,022.2 SF 1,963.3 ICR 103.4		17,829.0	-177.8	1,169.3	1,147.6	236.7	1,616.4	

AGENCY UNIVERSITY OF ALASKA

PROGRAM ADULT AND POSTSECONDARY EDUCATION

5 COMPONENT CONTINUATION

DIU UNIVERSITY OF ALASKA

COMPONENT ANCHORAGE COMMUNITY COLLEGE

Revised

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FY84



ATTACHMENT 1

## STATE OF ALASKA -- BUDGET UNIT SUMMARY

15:08

1/25/83

AGENCY: UNIVERSITY OF ALASKA  
CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE CC

COMPONENT DESCRIPTION	FY83 ATH	FY83 SUP	CONT.	REQUEST	GOV AMD	GOVERNOR	HOUSE	SENATE	F.C.C	BILLS	LEG.REC
ANCHORAGE CC	20298.4		21844.8	24137.1		22501.0					
** TOTAL	20298.4		21844.8	24137.1		22501.0					
** CHANGE VERSUS FY83				18.9%	-100.0%	10.8%	-100.0%	-100.0%	-100.0%		
OBJECT DESCRIPTION											
PERS. SERV.	15972.1		17497.0	19120.3		17997.5					
TRAVEL	158.3		177.8	209.7		183.5					
CONTRACTUAL	1041.3		1169.3	1425.1		1191.5					
COMMODITIES	1079.4		1147.6	1250.1		1183.7					
EQUIPMENT	185.6		236.7	414.4		328.4					
LANDS/DLDGS				101.1							
GRANTS, CLMS	946.1		946.1	946.1		946.1					
MISC.	915.6		670.3	670.3		670.3					
FUNDING SUMMARY											
FED. RECEIPT	1245.8		1270.4	1270.4		1270.4					
G. F. MATCH	22.0		22.0	22.0		22.0					
GENERAL FUND	14783.2		16254.1	17890.2		16254.1					
PGM RECEIPTS	3908.9		3959.8	4616.0		4616.0					
OTHER FUNDS	338.5		338.5	338.5		338.5					
** GENERAL FUND CHANGE VS. FY83 ATH				21.0%	-100.0%	9.9%	-100.0%	-100.0%	-100.0%		
POSITIONS											
FULL TIME	289.0		298.0	330.0		304.0					
PART TIME	42.0		43.0	47.0		46.0					
STAFF MONTHS	4746.0		4847.0	5354.5		5034.0					

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ATTACHMENT 2

02-23-20-01-00 (45-14-1-05-02-00)

STATE OF ALASKA -- COMPONENT BUDGET SUMMARY

15:08

1/25/83

AGENCY: UNIVERSITY OF ALASKA  
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE CC  
 SUB-PROGRAM: ANCHORAGE CC

EXPENDITURES & FUNDING	FISCAL YEAR 1984												
	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOV AMD	(08) GOVERNOR	(09) HOUSE	(10) SENATE	(11) F.C.C.	(12) BILLS	(13) LEG.REC
01 PERS. SERV.	16336.5	15972.1	330.7		17497.0	19120.3		17997.5	17624.6	17657.8			
02 TRAVEL	185.3	158.3	30.0		177.8	209.7		183.5	142.5	145.7			
03 CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1		1191.5	1131.6	1142.9			
04 COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1		1183.7	1119.9	1152.0			
05 EQUIPMENT	443.7	185.6	32.0		236.7	414.4		328.4	214.3	214.4			
06 LANDS/BLDGS						101.1							
07 GRANTS, CLMS	592.0	946.1			946.1	946.1		946.1	946.1	<del>650.6</del> 946.1			
08 MISC.	112.9	915.6			670.3	670.3		670.3	646.0	650.6			
MM TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1		22501.0					
09 I-A TRANSFER													
10 FED. RECEIPT	910.0	1245.8			1270.4	1270.4		1270.4					
11 G. F. MATCH		22.0			22.0	22.0		22.0					
12 GENERAL FUND	14672.9	14783.2			16254.1	17890.2		16254.1	15600.1	15642.6			
13 PGM RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0		4616.0					
14 OTHER FUNDS	335.3	338.5			338.5	338.5		338.5					
15 FULL TIME	304.0	289.0	2.0		298.0	330.0		304.0					
16 PART TIME	43.0	42.0			43.0	47.0		46.0					
17 TEMPORARY													
18 STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5		5034.0					

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02-23-20-01-00 (45-14-1-05-02-00) ACGET STATE OF ALASKA -- COMPONENT BUDGET ANALYSIS

15:08

1/25/83

AGENCY: UNIVERSITY OF ALASKA  
CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE CC  
SUB-PROGRAM: ANCHORAGE CC

NEW POSITIONS...

TITLE	LOCATION	TYPE	REQ	S&B COST	OTH.COST	TOT.COST	FED.FUND	GEN.FUND	OTH.FUND	GV	HS	SN	FC	FN
1 CUSTODIAL WORKER II	ANCHORAGE	FULL	1	29.7		29.7		29.7						
2 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1						
3 ACCOUNTS CLERK	ANCHORAGE	FULL	1	25.6	4.8	30.4		30.4						
4 ACCOUNTS CLERK III	ANCHORAGE	FULL	1	24.1	4.7	28.8		28.8						
5 INSTRUCTIONAL DESIGNER	ANCHORAGE	FULL	1	38.2	4.3	42.5		42.5						
6 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1						
7 DIRECTOR	ANCHORAGE	FULL	1	40.9	8.8	49.7		49.7						
8 INSTRUCTIONAL TECHNICIAN II	ANCHORAGE	FULL	2	51.2	1.7	52.9		52.9						
9 COMMUNITY COLLEGE TEACHER	ANCHORAGE	FULL	1	36.1	64.1	100.2		100.2						
10 STOREKEEPER	ANCHORAGE	FULL	1	20.4	.2	20.6		20.6						
11 PERSONAL SECRETARY	ANCHORAGE	PART	1	9.0	.5	9.5		9.5						
12 COMMUNITY COLLEGE TEACHER	ANCHORAGE	FULL	1	36.1	4.2	40.3		40.3						
13 COMMUNITY COLLEGE TEACHER	ANCHORAGE	FULL	1	36.1	6.1	42.2		42.2						
14 DATA CONTROL CLERK III	ANCHORAGE	FULL	2	50.1	6.5	56.6		56.6						
15 PROGRAMMER ANALYST I	ANCHORAGE	FULL	1	30.7	6.3	35.0		35.0						
16 ADMINISTRATIVE ASSISTANT I	ANCHORAGE	FULL	1	27.3	15.0	42.3		42.3						
17 COORDINATOR	ANCHORAGE	FULL	1	30.2	7.4	37.6		37.6						
18 TEACHER/DIRECTORS ASSISTANT	ANCHORAGE	FULL	1	28.5	3.0	31.5		31.5						
19 DANCE TEACHER/COORDINATOR	ANCHORAGE	FULL	1	36.1	5.5	40.6		40.6						
20 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0	3.0	39.0		39.0	39.0		1			
21 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0		40.0		40.0	40.0		1			
22 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0		40.0		40.0	40.0		1			
23 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0		40.0		40.0	40.0		1			
24 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0		40.0		40.0	40.0		1			
25 COORDINATOR	ANCHORAGE	FULL	1	44.5	5.3	49.8		49.8	49.8		1			
26 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0	1.4	14.4		14.4	14.4		1			
27 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0		26.0		26.0	26.0		2			
** NEW POSITION TOTALS			30	878.0	149.8	1027.8		738.6	289.2		9			

REVISED PROGRAMS, GOVERNOR AMENDMENTS, SUPPLEMENTAL & SPECIAL APPROPRIATIONS AND FISCAL NOTES....

\*\*\*\*\* GOVERNOR ANALYSIS \*\*\*\*\*

OBJECT GROUP	VARIATION	DESCRIPTION
01 PERS. SERV.	2025.4 12.7%	SEE NOTE 1 SALARY ADJ 559.4, TRANS FROM SN ADM FY83 SALARY INCREASE 607.1, TRANS FROM COOP EX INSTRUCTION PROGRAM EXPANSION 176.6, TRANS. FROM CONT AVIATION CUSTODIAN 36.6, TRANS FROM MISC. TO ACTUAL EXPENDITURE CODES 145.2, CHUGIAK/EAGLE RIVER COORDINATOR AND LABOR POOL 86.0, OFF CAMPUS LABOR POOL 66.0, SUMMER ENRICHMENT FOR JUNIOR HIGH 75.0, NEW TEACHERS 160.0, DIETETIC PROG. COORD. 57.5, INDIVIDUALIZED PROG. DEVELOPMENT 30.0, SECRETARY 26.0, RIVER 1.0, SUMMER ENRICHMENT 2.0, DIETETIC 2.7.
02 TRAVEL	25.2 15.9%	INFLATION 9.0, TRANS. FROM COOP EX 7.5, TRANS. FROM MISC. 3.0, CHUGIAK/EAGLE RIVER 1.0, SUMMER ENRICHMENT 2.0, DIETETIC 2.7.
03 CONTRACTUAL	150.2 14.4%	INFLATION 59.9, TRANS. FROM CE 2.6, TRANS. TO PERS. SVS. (36.6), TRANS FROM MISC 83.0 TRANS FROM COMMOD. PUBLIC INFORMATION SUPPORT 19.0, EAGLE RIVER 0.5, SUMMER 6.0, DIETETIC 0.8, INDIVIDUALIZED INSTRUCTION 13.0.
04 COMMODITIES	104.3 9.7%	INFLATION 63.8, TRANS. FROM CE 3.0, TRANS. FROM MISC. 20.5, TRANS TO COUNT.

2

05 EQUIPMENT	142.8	76.9%	(19.0). CHUGTAK 0.5, SUMMER 17.0, DIETETIC 1.0, ALTERNATIVE INSTRUCTION 11.0, INDIVIDUALIZED INSTRUCTION 5.0, SUPPORT 1.5.
08 MISC.	-245.3	-26.8%	ONE-TIME EQUIP (185.6), REPLACEMENT EQUIP. 228.1, TRANS. FROM CE 5.7, TRANS. FROM MISC 2.9, EAGLE RIVER 7.0, DIETETIC 2.2, ALTERNATIVE INSTRUCTIONAL 24.0, INSTRUCTIONAL EQUIP. 48.5, WORD PROCESSOR 10.0.
** TOTALS	2202.6	10.9%	INFLATION 24.3, TRANS. TO OTHER LINE ITEMS (269.6).

POSITIONS AUTHORIZED  
TITLE

TITLE	LOCATION	TYPE	APP	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
20 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
21 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
22 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
23 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
24 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
25 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
26 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
27 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
** TOTALS			9	279.5			279.5

\* [ THE UNIVERSITY REQUESTED A 7.5% PERSONAL SERVICE ADJUSTMENT ON THE FORM 5 TOWARD IMPLEMENTATION OF A NEW COMPENSATION PLAN. THE INCREASE WAS HIGHER THAN NORMAL, HENCE, THE REQUEST WAS REDUCED TO 559.4 IN CONTINUATION AND 332.0 WAS RECORDED AS AN INCREMENT.

*A.c.c.*

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AGENCY: UNIVERSITY OF ALASKA  
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE  
 SUB-PROGRAM:

FISCAL YEAR 1984

EXPENDITURES FUNDING	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOVERNOR	(08) GOV. AMD.	(09) HOUSE	(10) SENATE	(11) C. C.	(12) BILLS	(13) LEG. REC
PERS. SERV.	16336.5	15972.1	380.7		17497.0	19120.3	17997.5	17997.5	17491.9	<u>17507.5</u>			
TRAVEL	185.3	158.3	30.0		177.8	209.7	183.5	183.5	165.2	<u>131.0</u>			
CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1	1191.5	1191.5	1236.2	<u>1357.7</u>			
COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1	1183.7	1183.7	1185.2	<u>1186.7</u>			
EQUIPMENT	443.7	185.6	32.0		236.7	414.4	328.4	328.4	214.4	<u>216.4</u>			
LANDS/BLDGS						101.1							
GRANTS, CLMS	592.0	946.1			946.1	946.1	946.1	946.1	946.1	<u>946.1</u>			
MISC.	112.9	915.6			670.3	670.3	670.3	670.3	670.3	<u>1263.4</u>			
TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1	22501.0	22501.0	21909.3	<u>22608.8</u>			
IN-A TRANSFER													
FED. RECEIPT	910.0	1245.8			1270.4	1270.4	1270.4	1270.4	1270.4	1270.4			
S. F. MATCH		22.0			22.0	22.0	22.0	22.0	22.0	22.0			
GENERAL FUND	14672.9	14783.2			16254.1	17890.2	16254.1	16254.1	15662.4	15361.9			
IGN RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0			
OTHER FUNDS	335.3	338.5			338.5	338.5	338.5	338.5	338.5	338.5			
FULL TIME	304.0	289.0	2.0		298.0	336.0	304.0	304.0	306.0	308.0			
PART TIME	43.0	42.0			43.0	47.0	46.0	46.0	46.0	46.0			
TEMPORARY													
STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0			

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ATTACHMENT 3

AGENCY: UNIVERSITY OF ALASKA  
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE  
 SUB-PROGRAM:

NEW POSITIONS...

TITLE	LOCATION	TYPE	REQ	S&B COST	OTH.COST	TOT.COST	FED.FUND	GEN.FUND	OTH.FUND	GV	IIS	SH	FC	I
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0	3.0	39.0			39.0			1		1
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
6 COORDINATOR	ANCHORAGE	FULL	1	44.5	5.3	49.8			49.8			1		1
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0	1.4	14.4			14.4			1		1
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0		26.0			26.0			2		2
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7		29.7				1		1
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1				1		1
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1						1
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1	7.4	37.5		37.5						1
NEW POSITION TOTALS			13	387.5	17.1	404.6		115.4	289.2			11		13

REVISED PROGRAMS, GOVERNOR AMENDMENTS, SUPPLEMENTAL & SPECIAL APPROPRIATIONS AND FISCAL NOTES...

REVISED PROGRAMS: LB-3-1 \$656.2

HOUSE ANALYSIS

OBJECT GROUP	VARIATION	DESCRIPTION:
PERS. SERV.	-505.6 -2.8%	DELETE CONTINUATION ADJUSTMENT <559.4>, CUSTODIAN & SECRETARY FOR AVIATION BUILDING 53.8.
TRAVEL	-18.3 -10.0%	REDUCE TRAVEL 10% <18.3>.
CONTRACTUAL	44.7 3.8%	AVIATION BUILDING CONTRACTUAL 44.7.
COMMODITIES	1.5 0.1%	AVIATION BUILDING COMMODITIES 1.5.
EQUIPMENT	-114.0 -34.7%	REDUCE REPLACEMENT EQUIPMENT 50% EXCLUDING LIBRARY BOOKS <114.0>.
TOTALS	-591.7 -2.6%	

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POSITIONS AUTHORIZED  
TITLE

TITLE	LOCATION	TYPE	APP	S&D COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
44 TOTALS			11	333.3		53.8	279.5

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE AND UNIVERSITY OF ALASKA, ANCHORAGE TO BEGIN AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

\*\*\*\*\* SENATE ANALYSIS \*\*\*\*\*

OBJECT GROUP	VARIATION	DESCRIPTION: SENATE (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
RS. SERV.	-490.0 -2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0.
LEVEL	-52.5 -28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
INACTUAL	166.2 13.9%	INCREMENTS 166.2.
IMMODITIES	3.0 0.3%	INCREMENTS 3.0.
EQUIPMENT	-112.0 -34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
SC.	593.1 88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
TOTALS	107.8 0.5%	

POSITIONS AUTHORIZED  
TITLE

TITLE	LOCATION	TYPE	APP	S&D COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1		30.1	
* TOTALS			13	387.5		108.0	279.5

RECEIVED  
AUG - 1 1983  
ACCT

M



# UNIVERSITY OF ALASKA

3211 PROVIDENCE DRIVE  
ANCHORAGE, ALASKA 99504

*Exhibit C*

OFFICE OF THE  
CONTRACT MANAGER

TO: Ralph McGrath  
President, ACCFT Local 2404

FROM: Evan G. Johnson *[Signature]*  
Manager of Labor Relations

DATE: May 3, 1983

SUBJECT: Contract Exceptions

RECEIVED  
MAY 04 1983

ACCEL  
*at resolution - load  
Johnson - E.G. to RMC  
6:30 AM*

Your memo on this subject to Roger Worsley and George Melican has been forwarded to my office for a reply.

As you are aware wages, hours and other terms and conditions of employment cannot be changed prior to an impasse unless the parties in the collective bargaining process agree to the changes.

Under the terms and conditions that existed at the time of the expiration of the old contract the pay and other conditions of the site visitation and Bush course assignments were to be determined by the Bargaining Unit Member, the Union and the University. This practice should continue until there is an impasse in the negotiation for a new contract or the parties agree otherwise.

You are correct in stating that there can be no exceptions to the old contract. The reason is because the old contract has expired. But as mentioned above, wages, hours and other terms and conditions of employment cannot be changed absent an impasse or an agreement. Thus, the parties would not seek a contract exception because no contract exists but the parties can agree to change the status quo concerning wages, hours, and other terms and conditions of employment that existed under the old contract. If you have any other questions regarding this matter, please contact me.

cc: Chancellors Biggerstaff, Melican, and Paradise  
Roger Worsley

Exhibit D

# Alaska State Legislature

## House of Representatives

Al Adams  
Chairman  
Committee on Finance



Official Business

WHILE IN SESSION  
Pouch V  
State Capitol  
Juneau, Alaska 99811  
(907) 465-3706  
OUT OF SESSION  
P.O. Box 333  
Kotzebue, Alaska 99752  
(907) 442-3320  
1024 W. 6th  
Anchorage, Alaska 99501  
(907) 274-0615

August 17, 1983

Mr. Ralph McGrath  
President  
ACCFT  
2533 Providence Avenue  
Anchorage, AK 99508

Dear Mr. McGrath:

You have requested clarification on legislative intent regarding funding for lane and step increases for employees covered by the ACCFT bargaining unit of the University of Alaska for Fiscal Year 1984. Frankly, I don't believe this question was specifically addressed by the House Finance Committee or the Conference Committee on the Budget.

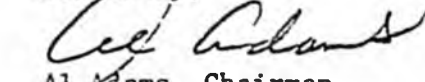
As you are aware the Conference Committee deleted funds for "salary adjustments" in all components of the University budget. It was my understanding that these funds represented lane and step increases for non-covered employees of the University. It was further my understanding that all salary increases for ACCFT employees would be presented to the legislature for funding next session after a new contract had been negotiated between the federation and the University administration. To my knowledge the question of whether or not ACCFT employees were to receive lane and step increases in FY 84 in the event that a settlement was not reached on a new contract and the existing contract remained in effect was never discussed.

In any event the fact that the "salary adjustments" were eliminated from the budget is not relevant to the question of whether or not any employee of the University should receive lane and step increases in FY 84. It was never the intent of the legislature to prohibit the University from paying lane and step increases in FY 84. Rather it was the legislature's position that such increases should be paid out of existing funds--primarily savings generated from normal vacancy and turnover in the University system. This is the way that other executive branch agencies fund the so-called "merit increases" awarded to employees in the state's classified service. Indeed as far as the legislature is concerned, the lane and step increases awarded to university employees is viewed as synonymous with the "merit increases" awarded to other state employees.

Finally, I would like to reiterate that the legislature did not attempt to anticipate any settlement that might be reached between the ACCFT and the University administration. It remains my expectation that a new contract

will be presented to the legislature next session along with a request for funding of the contract. That request will be given due consideration by the House Finance Committee as part of the regular budget process.

Sincerely,

  
Al Adams, Chairman  
House Finance Committee

APA/el

cc: Rep. Terry Martin, Chairman  
University of Alaska Budget Subcommittee

Exhibit  
E

STATE OF ALASKA -- BUDGET UNIT SUMMARY

15:46

11/05/83

AGENCY: UNIVERSITY OF ALASKA  
CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE

COMPONENT DESCRIPTION	FY83 ATH	FY83 SUP	CONT.	REQUEST	GOVERNOR	GOV.AMD.	HOUSE	SENATE	C. C.	BILLS	LEG.REC.
	20298.4		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
** TOTAL	20298.4		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
** CHANGE VERSUS FY83 ATH				18.9%	10.8%	10.8%	7.9%	11.3%	11.3%		
OBJECT DESCRIPTION											
PERS. SERV.	15972.1		17497.0	19120.3	17997.5	17997.5	17491.9	17507.5	17507.5		
TRAVEL	158.3		177.8	209.7	183.5	183.5	165.2	131.0	131.0		
CONTRACTUAL	1041.3		1169.3	1425.1	1191.5	1191.5	1235.2	1357.7	1357.7		
COMMODITIES	1079.4		1147.6	1250.1	1133.7	1183.7	1135.2	1186.7	1186.7		
EQUIPMENT	185.6		236.7	414.4	328.4	328.4	214.4	216.4	216.4		
LANDS/BLDGS				101.1							
GRANTS, CLMS	946.1		946.1	946.1	946.1	946.1	946.1	946.1	946.1		
MISC.	915.6		670.3	670.3	670.3	670.3	670.3	1263.4	1263.4		
FUNDING SUMMARY											
FED. RECEIPT	1245.8		1270.4	1270.4	1270.4	1270.4	1270.4	1270.4	1270.4		
G. F. MATCH	22.0		22.0	22.0	22.0	22.0	22.0	22.0	22.0		
GENERAL FUND	14783.2		16254.1	17890.2	16254.1	16254.1	15662.4	15361.9	15361.9		
PGM RECEIPTS	3908.9		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0	5616.0		
OTHER FUNDS	338.5		338.5	338.5	338.5	338.5	338.5	338.5	338.5		
** GENERAL FUND CHANGE VS. FY83 ATH				21.0%	9.9%	9.9%	5.9%	3.9%	3.9%		
POSITIONS											
FULL TIME	289.0		298.0	330.0	304.0	304.0	308.0	308.0	308.0		
PART TIME	42.0		43.0	47.0	46.0	46.0	46.0	46.0	46.0		
STAFF MONTHS	4746.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0	5082.0		

02-23-20-01-00 (45-14-1-05-02-00)

## STATE OF ALASKA -- COMPONENT BUDGET SUMMARY

15:46

7/05/83

AGENCY: UNIVERSITY OF ALASKA  
CATEGORY: UNIVERSITY OF ALASKAPROGRAM: ANCHORAGE COMMUNITY COLLEGE  
SUB-PROGRAM:

EXPENDITURES & FUNDING	FISCAL YEAR 1984												
	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOVERNOR	(08) GOV.AMD.	(09) HOUSE	(10) SENATE	(11) C. C.	(12) BILLS	(13) LEG.REC.
01 PERS. SERV.	16336.5	15972.1	380.7		17497.0	19120.3	17997.5	17997.5	17491.9	17507.5	17507.5		
02 TRAVEL	185.3	158.3	30.0		177.8	209.7	183.5	183.5	185.2	131.0	131.0		
03 CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1	1191.5	1191.5	1234.2	1357.7	1357.7		
04 COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1	1183.7	1183.7	1175.2	1186.7	1186.7		
05 EQUIPMENT	443.7	185.6	32.0		236.7	414.4	328.4	328.4	214.4	216.4	216.4		
06 LANDS/BLDGS						101.1							
07 GRANTS, CLMS	592.0	946.1			946.1	946.1	946.1	946.1	946.1	946.1	946.1		
08 MISC.	112.9	915.6			670.3	670.3	670.3	670.3	670.3	1263.4	1263.4		
** TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
09 I-A TRANSFER													
10 FED. RECEIPT	910.0	1245.8			1270.4	1270.4	1270.4	1270.4	1270.4	1270.4	1270.4		
11 G. F. MATCH		22.0			22.0	22.0	22.0	22.0	22.0	22.0	22.0		
12 GENERAL FUND	14672.9	14783.2			16254.1	17890.2	16254.1	16254.1	15662.4	15361.9	15361.9		
13 PGM RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0	5616.0		
14 OTHER FUNDS	335.3	338.5			338.5	338.5	338.5	338.5	338.5	338.5	338.5		
15 FULL TIME	304.0	289.0	2.0		298.0	330.0	304.0	304.0	306.0	308.0	308.0		
16 PART TIME	43.0	42.0			43.0	47.0	46.0	46.0	46.0	46.0	46.0		
17 TEMPORARY													
18 STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0	5082.0		

02-23-20-01-00 (45-14-1-05-02-00)

STATE OF ALASKA -- COMPONENT BUDGET ANALYSIS

15:46

7/05/83

AGENCY: UNIVERSITY OF ALASKA  
 CATEGRY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE  
 SUB-PROGRAM:

NEW POSITIONS...

TITLE	LOCATION	TYPE	REQ	S&B	COST	OTH.COST	TOT.COST	FED.FUND	GEN.FUND	OTH.FUND	GV	HS	SN	FC	FN
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1		36.0	3.0	39.0			39.0		1	1	1	
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
6 COORDINATOR	ANCHORAGE	FULL	1		44.5	5.3	49.8			49.8		1	1	1	
7 PERSONAL SECRETARY	ANCHORAGE	PART	1		13.0	1.4	14.4			14.4		1	1	1	
8 PERSONAL SECRETARY	ANCHORAGE	PART	2		26.0		26.0			26.0		2	2	2	
9 CUSTODIAN	ANCHORAGE	FULL	1		29.7		29.7		29.7			1	1	1	
10 SECRETARY	ANCHORAGE	FULL	1		24.1		24.1		24.1			1	1	1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1		24.1		24.1		24.1			1	1	1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1		30.1	7.4	37.5		37.5					1	1
** NEW POSITION TOTALS			13		387.5	17.1	404.6		115.4	289.2		11	13	13	

REVISED PROGRAMS, GOVERNOR AMENDMENTS, SUPPLEMENTAL & SPECIAL APPROPRIATIONS AND FISCAL NOTES...

REVISED PROGRAMS: L8-3-1 \$656.2

HOUSE ANALYSIS

OBJECT GROUP	VARIATION	DESCRIPTION:	HOUSE (\$21,909.3) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-505.6 -2.8%	DELETE CONTINUATION ADJUSTMENT <559.4>, CUSTODIAN & SECRETARY FOR AVIATION BUILDING 53.8.	
02 TRAVEL	-18.3 -10.0%	REDUCE TRAVEL 10% <18.3>.	
03 CONTRACTUAL	44.7 3.8%	AVIATION BUILDING CONTRACTUAL 44.7.	
04 COMMODITIES	1.5 0.1%	AVIATION BUILDING COMMODITIES 1.5.	
05 EQUIPMENT	-114.0 -34.7%	REDUCE REPLACEMENT EQUIPMENT 50% EXCLUDING LIBRARY BOOKS <114.0>.	
** TOTALS	-591.7 -2.6%		

POSITIONS AUTHORIZED TITLE	LOCATION	TYPE	APP	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
MM TOTALS			11	333.3		53.8	279.5

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE AND UNIVERSITY OF ALASKA, ANCHORAGE TO BEGIN AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

XXXXXXXXXXXXXXXXX SENATE ANALYSIS XXXXXXXXXXXXXXXXXXXX

OBJECT GROUP	VARIATION		DESCRIPTION: SENATE (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-490.0	-2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0.
02 TRAVEL	-52.5	-28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
03 CONTRACTUAL	166.2	13.9%	INCREMENTS 166.2.
04 COMMODITIES	3.0	0.3%	INCREMENTS 3.0.
05 EQUIPMENT	-112.0	-34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
08 MISC.	593.1	88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
MM TOTALS	107.8	0.5%	

POSITIONS AUTHORIZED  
TITLE

TITLE	LOCATION	TYPE	AP.	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1		30.1	
MM TOTALS			13	387.5		108.0	279.5

INCREMENT DETAIL: AVIATION BUILDING OPERATIONS 190.0, CHUGIAK-EAGLE RIVER OFFICE LEASE 8.8,  
OFF-CAMPUS INSTRUCTION SPACE LEASES 134.9, VOCATIONAL TRAINING FOR DEVELOPMENTALLY DISABLED  
37.5.

\*\*\*\*\* C. C. ANALYSIS \*\*\*\*\*

OBJECT GROUP	VARIATION	DESCRIPTION: C. C. (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-490.0 -2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0. ✓
02 TRAVEL	-52.5 -28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
03 CONTRACTUAL	166.2 1.9%	INCREMENTS 166.2.
04 COMMODITIES	3.0 0.3%	INCREMENTS 3.0.
05 EQUIPMENT	-112.0 -34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
08 MISC.	593.1 88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
MM TOTALS	107.8 3.5%	

POSITIONS AUTHORIZED  
TITLE

TITLE	LOCATION	TYPE	APP	S&B COSTS	FED. FUND	GEN. FUND	OTH. FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	36.1		30.1	
** TOTALS			13	387.5		108.0	279.5

INCREMENT DETAIL: AVIATION BUILDING OPERATIONS 100.0, CHUGIAK-EAGLE RIVER OFFICE LEASE 8.8,  
OFF-CAMPUS INSTRUCTION SPACE LEASES 134.9, VOCATIONAL TRAINING FOR DEVELOPMENTALLY DISABLE  
37.5.

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE TO BEGIN  
AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

HB 105 AN ACT MAKING APPROPRIATIONS FOR THE OPERATING AND CAPITAL EXPENSES OF STATE GOVERNMENT;  
AND PROVIDING FOR AN EFFECTIVE DATE

AMENDED TITLE: CCS\*

PRIME SPONSORS: RULES

BY REQUEST OF: GOVERNOR

<u>DATE</u>	<u>SEQ. NO.</u>	<u>JOURNAL PAGE</u>	<u>HOUSE ACTION</u>	<u>DATE</u>	<u>SEQ. NO.</u>	<u>JOURNAL PAGE</u>	<u>SENATE ACTION</u>
03/25/83	01	0628	FIRST READING -- COMMITTEE REPORTS	✓ 05/30/83	31	1143	FIRST READING -- COMMITTEE REPORTS
03/25/83	02	0628	GOV TRANSMITTAL LETTER	06/14/83	32	1298	FIN -- CS07
05/26/83	03	1542	FIN -- CS08, NRO2	06/15/83	33	1317	RLS -- NRO2, OTHER05 TAKEN UP IMMEDIATELY
05/26/83	04	1543	LETTER OF INTENT				
05/27/83	05	1560	SECOND READING	06/15/83	34	1326	SECOND READING
05/27/83	06	1560	FIN CS ADOPTED BY UNAN CONSENT	06/15/83	35	1326	FIN CS ADOPTED BY UNAN CONSENT
05/27/83	07	1561	AM01 NOT ADOPTED BY DIV 12-26-02	06/15/83	36	1327	AM01 ADOPTED BY DIV 13-07-00
05/27/83	08	1562	AM02 NOT ADOPTED BY DIV 13-25-02	06/15/83	37	1328	AM02 ADOPTED BY UNAN CONSENT
05/27/83	09	1563	AM03 NOT ADOPTED BY DIV 13-25-02	06/15/83	38	1328	ADVANCED TO 3RD READING BY UNAN CONSENT
05/27/83	10	1564	AM04 NOT ADOPTED BY DIV 13-26-01				
05/27/83	11	1565	ACTION 007 NOT RESCINDED BY DIV 13-26-01	06/15/83	39	1328	THIRD READING
05/27/83	12	1566	AM05 NOT ADOPTED BY DIV 13-26-01	06/15/83	40	1329	PASSED BY DIV 15-05-00
05/27/83	13	1567	AM06 NOT ADOPTED BY DIV 13-26-01	06/15/83	41	1329	EFFECTIVE DATE VOTE SAME AS PASSAGE
05/27/83	14	1569	AM07 NOT ADOPTED BY DIV 12-27-01				
05/27/83	15	1570	AM08 WITHDRAWN	06/16/83	43	1343	FAILED TO RECEDE FRM AMS BY DIV 00-20-00
05/27/83	16	1570	AM09 NOT ADOPTED BY DIV 12-27-01	✓ 06/16/83	44	1343	GC -- SACKETT BENNETT JOSEPHSON
05/27/83	17	1571	AM10 NOT ADOPTED BY DIV 11-28-01	06/22/83	47	1440	LIMITED POWERS OF FCC GRANTED
05/27/83	18	1572	AM11 NOT ADOPTED BY DIV 13-26-01	✓ 06/26/83	48	1581	CC RECOMMENDS CCS
05/27/83	19	1573	AM12 NOT ADOPTED BY DIV 12-27-01	✓ 06/26/83	49	1582	CC REPORT ADOPTED BY DIV 17-02-01
05/27/83	20	1574	AM13 NOT ADOPTED BY DIV 13-26-01	06/26/83	50	1582	EFFECTIVE DATE PASSED BY DIV 19-00-01
05/27/83	21	1575	AM14 NOT ADOPTED BY DIV 13-26-01				
05/27/83	22	1576	AM15 NOT ADOPTED BY DIV 11-28-01				
05/27/83	23	1577	AM16 NOT ADOPTED BY DIV 12-27-01				
05/27/83	24	1578	AM17 NOT ADOPTED BY DIV 09-30-01				
05/27/83	25	1579	AM18 NOT ADOPTED BY DIV 13-26-01				
05/27/83	26	1580	AM19 NOT ADOPTED BY DIV 11-28-01				
05/27/83	27	1581	ADVANCED TO 3RD READING BY UNAN CONSENT				
05/27/83	28	1581	THIRD READING				
05/27/83	29	1581	PASSED BY DIV 28-11-01				
05/27/83	30	1581	EFFECTIVE DATE VOTE SAME AS PASSAGE				
06/15/83	42	1728	FAILED TO CONC IN (S) AMS BY DIV 00-36-04				
06/16/83	45	1739	CC -- ADAMS BETTIS/DR. DUNCAN				
06/22/83	46	1892	LIMITED POWERS OF FCC GRANTED				
06/26/83	51	2113	CC REPOR. ADOPTED BY DIV 31-09-00				
06/26/83	52	2113	EFFECTIVE DATE VOTE SAME AS PASSAGE				

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'  
FEDERATION OF TEACHERS,  
Local 2404,

Charging Party,

vs.

UNIVERSITY OF ALASKA,

Respondent.

Case No. 83- 7

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, AK 99508.

2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1), (3) and (5) by the following acts.

5. That the University has refused to meet at any alternate site as proposed by the union, specifically the International Brotherhood of Electrical Workers conference room, the Teamsters Union conference rooms, or the Alaska Laborers District Council conference rooms, and insists that the only alternate sites for such meeting to be the ACCFT office or the Faculty Lounge located on the Anchorage Community College campus. The University is fully aware such sites are not available, since

the union office must be used for other purposes after the beginning of the academic year, and that the faculty lounge is a benefit enjoyed by instructors at the Community College that is also shared by classified employees, and that neither location is available. The University, fully knowing this fact, has refused to agree to any alternate sites proposed by the Union. The Union has proposed neutral sites, specifically Alaska Pacific University, the Municipality of Anchorage Assembly offices on Tudor Road, and St. Mary's Episcopal Church. The University insists on Conference Room A being their site, refusing to agree to any of the Union's alternate sites, other than to reject same. The University has tentatively agreed to a neutral site, specifically Alaska Pacific University as an alternate to the site it selects, specifically Conference Room A, but refuses to discuss additional locations.

6. The University is bargaining in bad faith by the totality of its conduct, having no intention of meeting in any other location than those designated by the University. Its reasons for insisting on Conference Room A, specifically accessibility to a computer and other records, is spurious and made in bad faith, since it will tentatively agree to the neutral site, specifically Alaska Pacific University.

7. The Union has an equal right to designate alternate sites for negotiation and Union's proposals are reasonable and made in good faith. The University's insistence on the Union office or faculty lounge as the only alternate sites for meetings, knowing that such facilities are not available, are made only to deprive members of the bargaining unit of a benefit they presently enjoy.



BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'	)	
FEDERATION OF TEACHERS,	)	
Local 2404,	)	
	)	
Charging Party,	)	
	)	
vs.	)	Case No. 83- <u>6</u>
	)	
UNIVERSITY OF ALASKA,	)	
	)	
Respondent.	)	
	)	
	)	

UNFAIR LABOR PRACTICE CHARGE

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2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1), (3) and (5) by the following acts.

5. That the University has refused to meet with the union bargaining team, except on Mondays and Wednesdays from 2:00-5:00 p.m. and Fridays as available. The University is aware that Phillip Slattery, one of the members of the bargaining team, teaches at Sitka Community College and would have to be flown to Anchorage on those days for that limited period of time for negotiations. In addition, the University has granted release time to members of the bargaining team and provided substitutes

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
801 WEST FIREWEED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-6532

according to the collective bargaining agreement for negotiations in the past, but now fails and refuses to do so, even though the Legislature has funded the necessary amounts for academic year 1983-1984 (fiscal year 1984). The University is aware that the schedule it set forth as being the only hours of negotiations is contrary to other necessary duties of the bargaining teams, specifically that on each Wednesday the Executive Board of the Union meets from 3:00-5:00 p.m. and has consistently done so for many years. In addition, the first Friday of each month, the Union statewide Executive Board meets and has consistently done so for many years, the third Friday of each month the Anchorage instructional advisory council meets, which is a necessary and integral part of the professional duties of members of this bargaining team, and that in August and September the members of the bargaining team are entitled to days to prepare for their classes.

I swear the above to be true and correct to the best of my knowledge and belief.

JERMAIN, DUNNAGAN & OWENS  
Attorneys for Charging Party

By William K. Jermain  
William K. Jermain

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 29th day of August, 1983, personally appeared before me WILLIAM K. JERMAIN, to me known and known to be the individual named in and who executed the foregoing instrument, and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written.

Jan A. Kasanen  
Notary Public for Alaska  
My commission expires: 9-21-85

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
801 WEST FIREWEED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-6532

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'  
FEDERATION OF TEACHERS,  
Local 2404,

Charging Party,

vs.

UNIVERSITY OF ALASKA,

Respondent.

Case No. 83- 5

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, AK 99508.

2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1) and (3) by the following acts.

5. That the University has denied Ralph McGrath, President, employment as a teacher of labor history at the University of Alaska. Ralph McGrath prepared the course and its contents and was assured he would teach the same. He was advertised as teacher of the course, but for reasons based on union membership and his activity in the Union, he has been denied the opportunity to teach the course for which he prepared. The position of the University is directly contrary to its past practice.

I swear the above to be true and correct to the best of my knowledge and belief.

JERMAIN, DUNNAGAN & OWENS  
Attorneys for Charging Party

By William K. Jermain  
William K. Jermain

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 24th day of August, 1983, personally appeared before me WILLIAM K. JERMAIN, to me known and known to be the individual named in and who executed the foregoing instrument, and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written.

Jan A. Kassem  
Notary Public for Alaska  
My commission expires: 9-21-85

AFFIDAVIT OF SERVICE

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

Jan A. Kassem being first duly sworn, depose and state as follows: I am employed by the law firm of JERMAIN, DUNNAGAN & OWENS. On the 24 day of Aug, 1983, true and correct copies of 11LP

were served on Edy Johnson, S. Halling W. Paul, Lillie P. Kassem

by X DELIVERED TO OFFICE 1 MAIL

on 24 day and year

for Edy Johnson

Katherine K. Karamanch  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
MY COMMISSION EXPIRES: 9-21-85

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
801 WEST FIREWEED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-6532



State of Alaska

LABOR RELATIONS AGENCY

P O BOX 6701 • ANCHORAGE ALASKA 99502

TELEPHONE (907) 248-2000

276-3564

C. R. "STEVE" HAFLING  
CHAIRMAN

~~MORGAN REES~~  
MORGAN REES

Ben Humphries

WM. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )

Complainant, )

vs. )

UNIVERSITY OF ALASKA, )

Respondent. )

ULPC 83-5

ORDER AND DECISION NO. 83

BACKGROUND FACTS

ULPC 83-5 charges the University of Alaska, through its officers and agents, has violated Alaska Statute Sec. 23.40.110-(a)(1), (3) by denying Ralph McGrath, the Union President, employment as a teacher of Labor History at the University of Alaska on an overload basis. Ralph McGrath allegedly prepared the course, its contents and was assured that he would teach same. He was advertised as the teacher of the overload, fall 1983, course.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Agency, having reviewed the total record, hereby makes

the following findings of fact and conclusions of law:

1. That Ralph McGrath did not have a "per se" right to teach the overload course as the University has no duty to assign overload courses to bargaining unit members simply because that person is a bargaining unit member.

2. The University did set up a system to find qualified teachers for overload courses. Teachers applying could be either full time or part time faculty. The faculty pool is determined by the persons expressing an interest to teach the course and having their application placed in a faculty folder at the office of Human Resource Development. The University keeps the folder to determine who is capable and willing to teach any particular part time course.

3. The University relied upon their part time faculty system in ULPC 83-2 for their defense in not hiring Don Mohr to teach a summertime course. The University said that Mr. Mohr did not properly apply for the course by putting his application into the part time faculty pool.

4. Ralph McGrath is the President of ACCFT. He was one of the three persons who properly applied to teach the course and who was potentially available to teach this overload course during the fall of 1983. McGrath met with Cordova in the spring of 1983 and expressed an interest in teaching the course. Ralph McGrath, in fact, prepared the course, ordered the appropriate books and films for the course, and was also advertised as its

teacher in the Fall 1983 Catalog. This catalog was prepared in February, 1983, before Ralph McGrath received his tentative letter of appointment to teach the course on May 1, 1983.

5. The particular course did not have enough students to necessitate its offering during the fall, 1983, semester. Too few students signed up for the course to require the University to actually have the course taught during the fall, 1983, semester.

This Agency does not consider the course having not been offered as rendering the case moot. This Agency finds that important employee interests are at stake, not the least of which is the University not discriminating against bargaining unit members.

6. This Agency finds a violation of AS 23.40.110(a)(1) and .110(a)(3) in that the University of Alaska discriminated in not hiring Ralph McGrath to teach this subject course. The University also interfered with his exercise of rights guaranteed by AS 23.40.080.

The reasons for finding an unfair labor practice are as follows:

- a. Ed Cordova testified at length at the hearing. He was the administrator in charge of employing overload professors. We found that he showed an obvious anti-union animus by not granting the course to Ralph McGrath. Ed Cordova stated, by his own testimony, that his

acts violated his principles and procedures which he had followed for the last eleven (11) years. Ralph McGrath was tentatively approved for the course in May, 1982.

- b. Ralph McGrath was told as late as August 9 by Mr. Cordova that Mr. Cordova saw no problem with Ralph teaching the course, but that there were small bugs to be worked out.
- c. On August 10, 1983, Ed Cordova told Ralph McGrath that Ralph McGrath would not teach the course and the class would be offered to a woman, Ms. Evans.
- d. The list of applicants who could teach the course, according to the University's own regulations, was received by Mr. Cordova on July 25, 1983. The only three individuals mentioned at this hearing who were in that list of persons eligible to teach the course were Mr. Allan, Ms. Evans and Ralph McGrath. On or about August 10 Mr. Cordova left on vacation. He returned to work on August 22. On or about August 22 Mr. Cordova knew that Allan and Evans were not available to teach the course. He had a memo from Ralph McGrath expressing Mr. McGrath's displeasure in not being selected for the course. The memorandum also requested the University's fall, 1983, flow chart. The flow chart and backup information

requested would have shown which teachers were available to the University to teach the course. The flow charts are made for affirmative action guidelines and to ensure assignments are properly made.

- e. On August 29 Mr. Cordova wrote a memorandum to Ralph McGrath wherein Mr. Cordova obviously avoided Ralph McGrath's information request. Mr. Cordova's oral reply to Ralph McGrath also avoided the issue of the flow chart.
- f. During the week of August 22 Mr. Cordova contacted Dr. Blochman who just happens to be a member of the University's negotiating team (these negotiations have been going since early 1983) and made arrangements with Dr. Blochman, admittedly a person well qualified to teach the course, to be granted the assignment. Dr. Blochman never applied for the course and was not on the flow chart.
- g. Mr. Cordova obviously avoided telling Ralph McGrath of his decision to hire Dr. Blochman. On August 22, 1983, and August 29, 1983, and during this hearing, Mr. Cordova was obviously reluctant to tell Ralph McGrath or this Agency who he had contacted as of August 29, 1983. On page 12 of the transcript Mr. Cordova was asked by Mr. Jermain, in direct examination, "OK. Now, by that time, by August 29, 1983,

you had already made the decision that someone else was going to teach that class if it had, in fact, been taught? Answer: True. It was made. Question. Who was the in.. who was the individual? Answer: I had two..two individuals in mind. Two applicants. One was Mr. Allan and the other was Ms. Signiori-Evans." However, it was not until page 120 of the transcript that Mr. Cordova admitted that he offered the course to Dr. Blochman the week of August 22. The demeanor of Mr. Cordova in answering the questions posed to him was relied on by this Agency for this finding.

7. This Agency also finds that Mr. Cordova never informed Ralph McGrath that his reason for not hiring McGrath was for a legitimate business purpose. Ralph McGrath was never told it was too costly for him to teach until this hearing was held, even though McGrath had previously requested a reason. This Agency finds that the University and Union had worked out agreements in the past of allowing a teacher to have time given to a credit bank instead of being granted overload money for teaching a course.

8. The anti-union animus is obvious to this Agency from the above facts that show the University did not follow its own procedures. Ralph McGrath asked for an explanation of why he did not receive the teaching assignment and was not granted a satisfactory explanation. Ralph McGrath requested reasonable

information and was told by Mr. Cordova that the issue was moot. The University never told Ralph McGrath of the financial problem or that the University had selected an individual who was on the management team of negotiations prior to the hearing.

9. Following the Supreme Court of Alaska's Majority Reasoning in ACCFT vs. University of Alaska, et. al., Alaska Supreme Court Opinion No. 2729 dated September, 1983, we find that this case is not one where the employer's conduct is "inherently destructive" of important employees' interests, thereby removing the proof of anti-union motive unnecessary under the Labor Management Relations Act, and the corresponding Alaska law.

10. The University has asserted that even if its acts interfered with the exercise of Ralph McGrath's collective rights, the actions of Ed Cordova should be held lawful because it advances a substantial, legitimate employer interest. See R. Gorman Labor Law 133, (1976). This Agency rejects such a finding.

The facts are that the cost of Ralph McGrath teaching the course was \$5,976.00 plus 20.3% benefits, as compared to \$1,848.00 for Dr. Blochman. The testimony of Ed Cordova was that the cost of Ralph McGrath would be approximately 60% of the labor pool money available for the fall and spring semesters for additional courses. The facts also showed, and we find, that one one-hour lab was given as an overload in 1983 and the last overload prior to that date was granted in the fall of 1980. The University did not present any evidence showing that the budgeted amounts

for the extra courses were, in fact, filled from their budget, what the proposed offerings were, what other monies could have been utilized to pay for those courses if Ralph McGrath were hired to teach the course.

11. Therefore, this Agency finds, after reviewing the entire record, that ample business justification was not shown by the University to render their action as advancing a substantial and legitimate employer interest.

12. Ralph McGrath requested an order of damages for the time he spent in preparation of the course. We DENY said request because the class did not have the requisite number of students to have Ralph McGrath teach it, and the class probably would have been cancelled no matter who taught the course. Ralph McGrath would have received no monies for preparing the course even if he had been assigned to teach it.

This Agency acknowledges and wants economy and government as well as anyone else. However, we are not persuaded that the University's intent was not to save, but are persuaded their intent was to discriminate against Ralph McGrath without valid justification, as he is directly involved in extensive union activity.

13. We find the University should not be allowed to set up a system of who is going to teach overload courses then not follow it absent the appropriate business justification.

14. The fact that Dr. Blochman is a member of the management negotiating team was not, in itself, controlling in this

case. The facts clearly show and we find that two other part time teachers who applied for the course were not available for the course. That Ralph McGrath was the only existing proper applicant for the course before it was offered to Dr. Blochman shortly before registration.

CONCLUSIONS OF LAW

We conclude, as a matter of law, that the University of Alaska committed an unfair labor practice by not offering History 246, The American Labor Movement, course to Ralph McGrath during the fall of 1983.

We ORDER the University to cease and desist from said unfair labor practice.

DATED: October 31, 1983

C. R. "Steve" Hafling  
C. R. "Steve" Hafling

DATED: October 31, 1983

Ben Humphries  
Ben Humphries

DATED: October 31, 1983

Morgan Reed  
Morgan Reed



State of Alaska

LABOR RELATIONS AGENCY

P O BOX 6701 • ANCHORAGE, ALASKA 99502

TELEPHONE (907) ~~248-2532~~

276-3564

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~XXXXXXXXXXXX~~  
MORGAN REED

WM. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )  
 )  
Complainant, )  
 )  
vs. )  
 )  
UNIVERSITY OF ALASKA, )  
 )  
Respondent. )

ULPC No. 83-2

ORDER AND DECISION NO. 82

BACKGROUND FACTS

Ralph McGrath, John Nelson and Don Mohr are faculty members of the University's Social Sciences Department and at all times were members of the Union negotiating team. All three were denied summer teaching assignments from the University and have filed an unfair labor practice pursuant to Alaska Statute 23.40.110(a)(1) and .110(a)(3). Those provisions involve the interference, restraint and coercion of an employee exercising his rights guaranteed in 23.40.080, and discrimination in regard to hire, where tenure of employment or term of condition of employment is to encourage or discourage membership in an organization.

In a recent Alaska Supreme Court Opinion of the Alaska Community College Federation of Teachers, Local 2404 vs. University of Alaska, (hereinafter referred to as "Peterson"), Opinion No. 2729, September 16, 1983, provides a synopsis of the majority of the applicable law. The facts of this present case are different from the Peterson case because in Peterson a more qualified person was available and because the course was subsequently cancelled. In the instant case equally qualified persons were available and the courses were held. Peterson held that to constitute discrimination, the employer's action generally must have been based on an anti-union motive, and only where an employer's conduct is "inherently destructive" of important employee interest is the proof of the anti-union motive necessary.

Peterson also acknowledged the exception to the general rule of the advancement of a substantial legitimate business interest (see Peterson footnote 8, page 19, of the Slip Opinion).

The issues of offering summer employment to bargaining union members has been litigated before in front of this Agency. It has also been the subject of several grievances between the parties. The Agency does not hold that such prior grievance settlements are controlling, but they do offer some guidance and precedence for the present issues.

The past settlement involved University's Exhibit 5, a document dated June 27, 1980, in which the University and Union settled grievances concerning overload courses. In the settlement,

by discriminating against the bargaining unit members.

In mid-February of 1983, the Social Sciences Department Director, Ed Cordova, called a faculty meeting to discuss plans and ideas for the future and direction of the history and geography disciplines. Only McGrath and Nelson attended the meeting. They discussed, in general terms, courses. Possible summer assignments were discussed but not made. No promises for summer teaching assignments were made during this meeting.

In April, 1983, McGrath went to Cordova's office and expressed an interest in teaching the first half of the summer as Ralph McGrath was going to be gone the second half of the summer. During that meeting Cordova asked McGrath if McGrath thought contract negotiations between the University and the Union would be completed by the time summer school began. McGrath indicated that they would probably not. Cordova then advised McGrath that he did not want to assign McGrath to teach summer classes as McGrath was not likely to show up. Cordova did not want to go through another session with the legislative auditors questioning him on how many times McGrath missed summer classes as well as McGrath being paid and not teaching because of his involvement with contract negotiations. (Sec. 1.5 of the contract allows teachers to be excused from teaching duties, as necessary, during contract negotiations.)

In mid-April, 1983, Cordova determined which faculty members were to receive summer teaching assignments. Mohr, McGrath

and Nelson were not assigned summer courses. Cordova based his decision on the fact that Mohr did not apply for a summer assignment pursuant to the University's summer assignment procedures and that McGrath and Nelson (Nelson is Chief Negotiator for the Union) would be in negotiations and probably not available for class assignments.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Ralph McGrath and John Nelson properly applied for a summer 1983 teaching assignment.

2. Don Mohr did not follow the University's procedure to properly file for a summer 1983 teaching assignment.

3. The University's reliance on the 1980 settlement and 1981 award of arbitrator Conant are not controlling in this case.

4. Ed Cordova had a good faith belief that McGrath and Nelson would not be available to teach summer classes on a continual basis due to their involvement with negotiating a successful collective bargaining agreement, and McGrath's plans to be out of the state for part of the summer of 1983.

5. The same good faith belief would apply to Don Mohr, even if he did apply for a summer teaching course, as he is also on the negotiating team.

6. University has valid business reasons for requiring faculty members to be available to teach assigned summer courses.

7. The totality of the circumstances does not show that

the University had an anti-union animus in denying McGrath, Mohr and Nelson summer teaching assignments. The negotiators were relieved from all teaching assignments in the spring semester by the University. The negotiators of the ACCFT cannot claim any anti-union animus based upon the fact that the University is following the same process and procedure that they did during the spring of 1983 by allowing the ACCFT negotiators the opportunity to negotiate full time.

8. The University of Alaska showed valid business reasons as to why the faculty members were denied summer teaching assignments. The evidence showed that other well qualified faculty members were allowed to teach summer assignments.

9. The University is under no obligation to offer union bargaining members summer teaching assignments. Any qualified applicant who properly applied is eligible. However, when the University has an application process to determine who will be available for summer teaching assignments, they should follow that process. Of, if they do not follow the process, they should have a valid business justification for not doing so. The University did follow the process in this case.

10. The faculty members had a protected interest to have their summer school applications processed by the University, which did occur in this case.

11. The original allegations of the unfair labor practice in regards to the University not hiring Sylvia Orr to teach during

the summer of 1983 was dismissed by the Petitioner during the hearing.

12. The ULPC allegation that the University made unilateral changes in the terms and conditions of employment for the faculty at ACC was dismissed by Petitioner during the hearing.

ORDER

Based upon the following findings of fact, we make the following conclusions of law:

1. That an unfair labor practice did not occur; therefore, the unfair labor practices alleged in ULPC 83-2 are DISMISSED.

DATED: October 31, 1983

C. R. "Steve" Hafling  
C. R. "Steve" Hafling

DATED: October 31, 1983

Morgan Reed  
Morgan Reed

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BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )  
Charging Party, )  
-and- )  
UNIVERSITY OF ALASKA, )  
Respondent. )

---

ULP Case No. 83-2

---

BRIEF ON BEHALF OF  
RESPONDENT UNIVERSITY OF ALASKA

---

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

OWENS & TURNER, P.C.  
Attorneys for Respondent  
University of Alaska  
425 "G" Street, Suite 920  
Anchorage, Alaska 99501  
(907) 276-3963

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A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3983



1           This brief is submitted in support of the University's  
2 position that McGrath, Nelson and Mohr were denied teaching  
3 assignments for the summer of 1983 based upon legitimate non-  
4 discriminatory business reasons.  
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A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
19071 276-3963



1 The settlement of these three grievances does  
2 establish a precedent for overload and summer  
3 assignments. (UX5).

4 Subsequent to the execution of this settlement  
5 agreement, a dispute arose as to whether the University was  
6 obligated under the terms of the parties' collective bargaining  
7 agreement to offer bargaining unit employees overload teaching  
8 assignments (UX6; Tr. I, pp. 4-5). Pursuant to the terms of  
9 the collective bargaining agreement this dispute was submitted  
10 to Arbitrator Eaton H. Conant for final and binding  
11 arbitration. Arbitrator Conant found for the University and  
12 noted that:

13 In sum, the clear language of the agreement of June  
14 27, 1980 and a review of the evidence and the  
15 nature of the parties' objectives in this dispute  
16 lead this neutral arbitrator to the conclusion that  
17 the parties agreed on June 27, 1980 that the  
18 Employer could refuse to consider bargaining unit  
19 members for overload teaching on grounds that they  
20 were members. It is impossible to read that clear  
21 and emphatic agreement language and come to any  
22 other conclusion. (UX6, p.9).

23 Arbitrator Conant considered and rejected the Union's  
24 argument that the University's actions in failing to assign  
25 bargaining unit members to overload assignments constituted a  
26 violation of the non-discrimination provisions of Article 3.2  
27 of the collective bargaining agreement. In doing so,  
28 Arbitrator Conant stated:

29 The fundamental issue in this case arose from an  
30 allegation of the Union that the agreement did not  
31 permit the Employer to refuse to consider members  
32 for overloads only on grounds that they are  
33 bargaining unit members. The fundamental reason  
34 the Union will not prevail is that the Union  
negotiated agreement language that, in the  
strongest terms, expressed agreement that  
bargaining unit members need not ever be offered  
assignments of this kind. Experienced arbitrators  
seldom are presented with cases where the agreement  
terms read so decisively against a party that would  
challenge the intent of the language. It is my  
duty as neutral arbitrator to conclude that the  
party that has such clear terms on its side should  
prevail in this case. For this reason and for the  
other reasons mentioned in this discussion, the  
grievance must be denied.

1 C. Prior Summer Teaching Assignments To Members Of  
2 The Union Negotiating Team

3 Although it is clearly not contractually required to  
4 do so, the University frequently offers summer teaching  
5 assignments to bargaining unit members. Additionally, the  
6 University has also assigned summer courses in the past to  
7 bargaining unit members who were on the Union negotiating team  
8 during the summer. Significant difficulties have arisen in the  
9 past when summer assignments were made to faculty members who  
10 were on the Union negotiating team when negotiations carried  
11 over into the summer session. Thus, when McGrath was given a  
12 summer teaching assignment in 1976 when he was also a member of  
13 the Union negotiating team, he showed up for only a single  
14 class period (Tr. I, pp. 79-81; Tr. IV, pp.26-27, 53, 72).  
15 Similarly, although his appearance rate was somewhat better  
16 than McGrath's, Nelson missed the vast majority of classes he  
17 was assigned to teach in the summer he also served on the Union  
18 negotiating team (Tr. IV, pp. 36-37). In each of these cases  
19 it was necessary for the University to hire and pay substitute  
20 faculty members to teach the summer classes which McGrath and  
21 Nelson were unable to make (Tr. IV, pp.24-28, 52-53). In  
22 addition to requiring the University to pay four faculty  
23 members to do the work of two, McGrath and Nelson's  
24 unavailability produced unnecessary academic disruption for the  
25 students enrolled in those classes. The obvious economic waste  
26 produced by this situation was observed by Legislative auditors  
27 who questioned Director Cordova as to the number of times  
28 McGrath failed to show up for his assigned summer classes (Tr.  
29 IV, pp. 26-27, 53).

30 D. Faculty/Administration Meetings Preceding The 1983 Summer  
31 Session

32 During mid February 1983, Social Sciences Department  
33 Director Ed Cordova called a faculty meeting (Tr. I, pp. 49-50,  
34 81; Tr. IV, pp. 19-23, 41). The purpose of this meeting was to  
generally discuss plans and ideas for the future direction of

1 the history and geography disciplines (Tr. IV, pp. 20-21, 40-  
2 41). It is undisputed that McGrath and Nelson attended this  
3 meeting (Tr. I, pp. 49-50, 81; Tr. IV, p. 20). At the time the  
4 meeting was held, summer teaching assignments had not been made  
5 since the budget, which ultimately determines the number of  
6 courses to be offered, was not yet finalized (Tr. IV, pp. 19-  
7 23, 40-41). During the meeting Cordova and the faculty members  
8 discussed in general terms the courses and possible assignments  
9 which might be made for the summer if sufficient funding  
10 materialized (UX8, Tr. I, p. 81; Tr. IV, pp. 19-23). McGrath  
11 concedes that during this meeting Cordova did not make any  
12 promises to faculty members concerning summer assignments (Tr.  
13 I, p. 81).

14 In April of 1983 McGrath went to Cordova's office and  
15 expressed his interest in teaching during the first half of the  
16 summer<sup>2/</sup> (Tr. IV, pp. 23-29). Cordova asked McGrath if he  
17 thought contract negotiations then in progress between the  
18 University and Union would be completed by the time summer  
19 school began (Tr. IV, pp. 24-26, 52-53). McGrath indicated  
20 negotiations would not be completed before the beginning of  
21 summer classes<sup>3/</sup> (Tr. IV, pp. 24-26, 52-53). Cordova then  
22 advised McGrath that he did not want to assign McGrath to teach  
23 summer classes if McGrath was not going to be able to show  
24 up. Cordova stated he did not want to go through another  
25 session with the legislative auditors questioning him as to how  
26 many times McGrath missed summer classes he was being paid to  
27 teach because of involvement with contract negotiations (Tr.  
28 IV, pp. 23-28, 52-53). The meeting concluded with Cordova  
29 advising McGrath that if he received a summer assignment, it  
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31 <sup>2/</sup> McGrath indicated he was only interested in  
32 teaching during the first half of the summer session because he  
33 had personal plans for the second half of the summer (Tr. IV, p.  
34 24).

<sup>3/</sup> McGrath's response that contract negotiations were  
not likely to conclude prior to the beginning of summer classes  
proved accurate, as the University and Union are still engaged in  
negotiations, months after summer classes ended.

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would be in the first half of the summer as McGrath had requested (Tr. IV, pp. 24-29).

Sometime during mid April, Director Cordova determined which faculty members would receive summer teaching assignments (Tr. IV, pp. 29-30, 37-38, 52, 57, 70). Mohr, McGrath and Nelson were not assigned summer courses. Cordova's decision was grounded upon the fact that Mohr had not applied for a summer assignment and upon McGrath's representation that contract negotiations would probably continue into the summer, therefore making McGrath and Nelson unavailable for summer classes (Tr. IV, pp. 30, 37-38, 52, 57, 70). Cordova also considered his prior experience of assigning McGrath and Nelson to teach summer courses when they were serving as Union negotiators during the summer term. As noted supra, that prior arrangement forced Cordova to hire additional faculty members to teach the summer courses assigned to McGrath and Nelson because they failed to show up for the classes assigned to them due to their involvement in negotiations.

In early May, during a scheduled contract negotiation session, McGrath and Nelson approached Chancellor Ed Biggerstaff and expressed their displeasure over not having received summer teaching assignments (Tr. I, pp. 66-69; Tr. IV, pp. 88-92). <sup>4/</sup> Chancellor Biggerstaff advised McGrath and Nelson that he would discuss the matter with Cordova (Tr. I, p. 68; Tr. IV, pp. 88-92). Biggerstaff called Cordova and inquired as to why McGrath, Nelson and Mohr did not receive summer assignments (Tr. IV, pp. 31-34, 92-93). Cordova responded by stating that Mohr had not applied for a summer position and McGrath and Nelson were unavailable to teach during the summer due to their role on the Union negotiating team (Tr. IV, pp. 32-34, 92-93). Biggerstaff then advised McGrath and Nelson of his conversation with Cordova and

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<sup>4/</sup> McGrath and Nelson also questioned Biggerstaff as to why Don Mohr had not received a summer assignment.

1 recommended that they take the matter up with Cordova if they  
2 were still dissatisfied with his decision (Tr.IV, pp. 93-95).

3 McGrath and Cordova did not discuss the issue of  
4 summer assignments again until on or about May 16 (Tr. IV, pp.  
5 29-34). On that date McGrath went to Cordova's office and  
6 stated something to the effect that he understood Cordova had a  
7 summer assignment for him (Tr. IV, pp. 34-36). Cordova stated  
8 that he did not, after which McGrath strongly expressed his  
9 dissatisfaction over the fact that members of the Union  
10 negotiating team had not received summer assignments (Tr. IV,  
11 pp. 34-36). Obviously upset that he, Nelson and Mohr did not  
12 receive summer assignments, McGrath ended the meeting with  
13 Cordova by stating "Well, you may not get as much out of us in  
14 the fall as you have in the past" (Tr. IV, pp. 35-36).

15 This unfair labor practice charge followed.

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POINT II

THE UNIVERSITY'S DECISION NOT TO OFFER  
SUMMER TEACHING ASSIGNMENTS TO McGRATH  
AND NELSON WAS SANCTIONED BY THE EXPRESS  
TERMS OF THE 1980 SETTLEMENT AGREEMENT  
BETWEEN THE UNIVERSITY AND THE UNION  
AND THE 1981 AWARD OF ARBITRATOR CONANT

There can be no doubt that pursuant to the terms of the June 27, 1980 settlement agreement between the University and the Union the University had no obligation whatever to offer McGrath or Nelson a summer assignment (UX5). In that agreement, the Union expressly and unequivocally agreed that the University is not required to ever offer assignments to bargaining unit members beyond their regular contracted-for-full-time duties. Moreover, the unambiguous terms of the settlement agreement clearly provide that it shall serve as a precedent for future summer assignments. The Union now seeks to circumvent the terms of that collectively negotiated settlement agreement, without any justification whatsoever, as if they were non-existent. The parties mutually agreed upon a resolution of a dispute concerning the University's right to make summer assignments, reduced it to writing and specified the finality to be attached to the agreement. No facts are present which warrant disregarding the express terms of the negotiated agreement and the Union is therefore, estopped and barred from claiming McGrath and Nelson were somehow entitled to receive a summer teaching assignment.

This is not the first time the Union has attempted to side-step the terms of the 1980 negotiated settlement agreement. In June of 1981 it was necessary for Arbitrator Eaton Conant to render a decision giving effect to the precise language of the settlement agreement, which is controlling in the instant case, and to remind the Union of the breadth of the agreement the Union had negotiated just 12 months earlier. The Union's blatant disregard for the terms of the 1980 settlement agreement, both then and now, demonstrates an obvious

1 unwillingness by the Union to abide by the terms of an  
2 agreement it at one time apparently viewed as advantageous to  
3 negotiate. If the Union is dissatisfied with the agreement,  
4 the proper place for the Union to seek relief from the terms of  
5 the agreement is the bargaining table, not before the Alaska  
6 Labor Relations Agency under the transparent pretext that the  
7 University's negotiated right not to assign Union negotiators  
8 to summer assignments constitutes an unfair labor practice.  
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POINT III

McGRATH AND NELSON WERE NOT AVAILABLE  
TO TEACH DURING THE SUMMER OF 1983

The record facts in the instant case clearly reveal that McGrath and Nelson were not available to teach during the summer of 1983. Prior to the time Cordova made his decision on summer assignments, McGrath advised him that it was likely contract negotiations would not be concluded before the beginning of summer classes and would probably carry over into the summer session (Tr. IV, 24-25, 52). As noted supra, McGrath's estimation was accurate; negotiations extended well beyond the summer session. It was this representation by McGrath which prompted Cordova to conclude McGrath and Nelson would not be available to teach summer assignments.

Cordova's conclusion that McGrath and Nelson would not be available to teach summer classes due to their involvement with negotiating a successor collective bargaining agreement was well founded. When McGrath and Nelson had previously been assigned to teach summer classes at a time they were also serving on the Union negotiating team, Mr. Cordova was reminded that it is impossible for a person to be in two places at one time. McGrath's attendance at class was virtually nil - he made only a single class (Tr. I, pp. 79-81; Tr. IV, pp. 26-27, 53, 72). Nelson's attendance was almost as bad - he missed most of his classes (Tr. IV, pp. 36-37). As a result, students whom McGrath and Nelson were assigned to teach were subjected to the academic disruptions caused by substituting one faculty member for another. Additionally, the University was unnecessarily forced to pay four faculty members for work only being performed by two.

There is nothing in the record to indicate a different result would have come about in the case at bar. To the contrary, the record evidence reveals this same unproductive end result would have been obtained. McGrath's testimony that

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he would have attempted to make his classes and also fulfill his role on the Union negotiating team is belied by his inability to accomplish such a feat in the past. Moreover, McGrath candidly admitted that if a conflict between teaching and bargaining did occur, he would elect to miss the class and negotiate instead (Tr. I, p. 97).

McGrath's suggestion that he and Nelson should have received summer assignments because any conflict between teaching and negotiating could be resolved by scheduling negotiations around classes, is nothing more than a subterfuge. Such an arrangement would first require one to completely overlook the fact that McGrath and Nelson were unable to both teach and negotiate during past summers. Additionally, this suggestion ignores the fact that the class Nelson wanted to teach this summer met on Mondays and Wednesdays, and the class McGrath wanted to teach met on Tuesdays and Thursdays (Tr. I, p. 102). The scheduling difficulties presented by this situation are obvious. However, when coupled with the fact that McGrath and the Union have emphatically taken the position that Union negotiators must be excused from classes not only when negotiating meetings themselves are scheduled but also "for preparation of materials, proposals, or counter-proposals", (See UAX D; Tr. IV, pp. 33,58) there can be no doubt that McGrath's suggestion that negotiations could be scheduled around the summer classes and that he and Nelson could do both, is absurd.

The Union's unfounded and conclusory argument that the University's decision not to assign McGrath and Nelson summer courses constitutes unlawful discrimination ignores not only the clear language of the 1980 settlement and Arbitrator Conant's decision but is also squarely at odds with well established precedent articulating the parameters of protected concerted activity. It is an elementary principle that not all concerted activity is protected or immune from limitations

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1 reasonably required by an employer's business. See, e.g., NLRB  
2 v. IBEW Local Union No. 1229, 346 US 464, 33 LRRM 2183  
3 (1953). It is well recognized that a legitimate business  
4 justification can excuse what might otherwise constitute  
5 unlawful interference with protected activities. Textile  
6 Workers Union of America v. Darlington Manufacturing Co., 380  
7 U.S. 2663, 58 LRRM 2657 (1965); National Cash Register Co. v.  
8 NLRB, 466 F.2d 945, 81 LRRM 2001 (6th Cir. 1972), cert. denied,  
9 410 U.S. 966 (1973). This is true even though effectuation of  
10 the employer's legitimate business decision may tend to  
11 discourage union activities or union membership. American Ship  
12 Building Co. v. NLRB, 380 U.S. 300, 58 LRRM 2672 (1965).

13 An individual's status as a member of a union  
14 negotiating team does not shield him with immunity from an  
15 employer's reasonable job requirements or vest him with the  
16 authority to do whatever might be believed necessary to further  
17 union objectives. NLRB v. Tamper Inc., 522 F.2d 781, 89 LRRM  
18 3035 (4th Cir. 1975). Thus, for example, an employer may  
19 lawfully prohibit a member of a union negotiating team from  
20 holding a meeting in the company's cafeteria when such a  
21 meeting would interfere with the employer's operations.  
22 Similarly, an employer may also completely prohibit on the job  
23 union steward activities. Cameron Iron Works v. NLRB, 464 F.2d  
24 609, 80 LRRM 3369 (5th Cir. 1972). The court in Cameron,  
25 succinctly noted that:

26 As the Board concedes, working time is for work,  
27 and except for arbitrary restrictions which in no-  
28 wise contribute to the efficiency of company  
29 business, the rights of employees and union  
30 stewards to pursue union affairs during business  
hours may be limited by the company. The scope and  
character of any restrictions on that limitation  
are committed to the bargaining table and not the  
Board.

31 80 LRRM at 3370-71.

32 There can be no doubt that the University has valid  
33 business reasons for requiring faculty members to be available  
34 to teach the courses assigned to them. That is the very

1 purpose of the assignment itself - to teach. In order to  
2 establish its case of discrimination it would be necessary for  
3 the Union to present evidence that the University gave summer  
4 assignments to other faculty members who advised the University  
5 in advance that there was a reasonable likelihood they would not  
6 be available to teach the course assigned to them. Quite  
7 unsurprisingly, no such evidence was adduced. The frivolity of  
8 the Union's claim of discrimination in this case is perhaps  
9 best demonstrated by McGrath's own admission that if he were a  
10 University administrator, he would not assign a summer course  
11 to a faculty member who was not available to teach it. (Tr. I,  
12 p. 86).

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BEFORE THE STATE OF ALASKA

LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, LOCAL NO. )  
2404, )  
 )  
Charging Party, )  
 )  
vs. )  
 )  
UNIVERSITY OF ALASKA, )  
 )  
Charged Party. )  
 )

83-2

UNFAIR LABOR PRACTICE CHARGE

COMES NOW the Charging Party, ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS, LOCAL NO. 2404, hereinafter ACCFT LOCAL 2404, by and through its attorneys, JERMAIN, DUNNAGAN & OWENS, and alleges as follows:

1. That the UNIVERSITY OF ALASKA, by and through its officers and agents have violated AS 23.40.110(a)(1),(2),(3) and (5) by the following acts.
2. That the Employer did discriminate in the terms and conditions of employment of Don Mohr, John Nelson, Sylvia Orr and Ralph McGrath, members of the bargaining team and officials of the Union, by denying them summer employment because of their Union activities in negotiating a collective bargaining agreement with the University.
3. That the Employer did make unilateral changes in the terms and conditions of employment by discontinuing contract exceptions and by unilaterally changing the terms and conditions of employment presently enjoyed by employees represented by ACCFT LOCAL 2404.
4. That the Employer has failed and refused to state the terms and conditions of employment for its employees

and has unilaterally changed the method of informing its employees of said terms and conditions.

5. That all the acts above by the UNIVERSITY OF ALASKA are designed to intimidate, coerce and threaten members of the bargaining unit and its agents and officers.

The undersigned is employed as an attorney for ACCFT LOCAL 2404. The undersigned's address is JERMAIN, DUNNAGAN & OWENS, 801 West Fireweed Lane, Suite 201, Anchorage, Alaska, 99503, phone number 276-6532.

RESPECTFULLY SUBMITTED this 20<sup>th</sup> day of May, 1983, at Anchorage, Alaska.

JERMAIN, DUNNAGAN & OWENS  
Attorneys for Charging Party

By: William K. Jermain  
William K. Jermain

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

WILLIAM K. JERMAIN, being first duly sworn, deposes and says:

1. He is William K. Jermain, attorney for the charging party, and has knowledge of the facts herein.

2. That to the best of his information and belief the statements in the forgoing document are true.

William K. Jermain  
William K. Jermain

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of May, 1983.

Lithuan Kadarsuch  
Notary Public for Alaska  
My commission expires: 5/31/85

JERMAIN, DUNNAGAN & OWENS  
ATTORNEYS AT LAW  
801 WEST FIREWEED LANE, SUITE 201  
ANCHORAGE, ALASKA 99503  
(907) 276-6532



*State of Alaska*

# LABOR RELATIONS AGENCY

P.O. BOX 1701 • ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 244-2830

C. H. NEVEY HARLING  
CHAIRMAN  
RONALD A. HENRY  
MORGA L. REED

## BEFORE THE ALASKA LABOR RELATIONS AGENCY

W. J. PAUCUSKIE  
CONSULTANT

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL No. 2404, )

Complainant. )

and )

UNIVERSITY OF ALASKA, )

Respondent. )

ULPC 83-3

### AMENDED ORDER AND DECISION NO. 81(A)

On June 10, 1983, the Petitioner charged the University of Alaska with unfair labor practices alleging the University violated AS 23.40.110(a)(5) by engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union. The parties waived the timeliness requirements of notice, and hearings were held the week of June 20, 1983. An oral Order and Decision was delivered by the Agency on June 24, 1983 and this written Order and Decision follows.

The negotiations had two phases. From January 24th until the middle of March, 1983, the parties were engaged in "confidential" negotiations in which the parties conceptualized their positions and attempted to make their positions known. The

ORDER AND DECISION NO. 31(A)

parties hoped by that by doing same there would be an agreement reached by consensus. The parties' past practices of offering and counteroffering proposals was not followed in this collegial phase. The collegial phase had some success as some 20 items were agreed on. The Agency notes that those items are basically the same as those contained in the prior collective bargaining agreements. While the parties were conceptualizing their ideas, they were, in fact, always referring back to the previous collective bargaining agreements before putting those ideas into tentative approval status. The collegial phase was agreed to by both parties and both parties agreed that the collegial process would not produce a final and total agreement.

During the final week of March, 1983, the parties exchanged their written proposals.

Two weeks later, the petitioner requested the services of the Federal Mediation and Conciliation Service. Meetings with the Federal mediators from Seattle were held in early April, May and June, 1983. The April 15th letter from John Nelson, stated that the parties were at impasse and requested the services of the mediator. The parties met with the mediator in

April, in May, and the first week in June of 1983. Numerous correspondence was sent between the parties during that period of time.

The position of the University quickly solidified into a position that the Union had to accept three major items. The position of the University was that the Union had to accept the item as is, and then the 40-50 other issues at the table would be quickly resolved.

Item number one was that the Union capitulate to the University's compensation package. The compensation package took away annual step increases that are in the present contract. The step increases are based upon years of continual service to the University plus advanced degrees being obtained by the professors. The parties have developed vertical and horizontal grids whereby the bargaining unit members can change lanes and achieve higher pay by continual teaching, or by receiving advance degrees and other criteria. The University wanted to change the grid system into a merit system. However, the merit system was one that was to be developed in the fall by the joint cooperation of the University and the Union. Either party could unilaterally veto the existence of any merit system by simply not agreeing to

it. The present salary grid system would then only be applicable to new teachers. After the merit system was agreed to, the system would be implemented into the new contract.

The Agency finds that the proposal of a merit system is in part, illusory. While the University is demanding that the merit system proposal be agreed to by the Union, it is an agreement that either party could unilaterally stop. There is no system proposed to insure the merit system would be in existence before the end of the contract.

The University also proposed an across the board wage increase for all members of the present bargaining unit.

The second major item that the University demanded the Union capitulate to was the Union subsidization issue. The University presently has subsidized the Union by granting the President of the Union six hours of teaching time, Union committee members time off for their duties, as well as providing office space and other rights for Union members. In exchange for the end of the Union subsidization, the University proposed a \$750 payment to each bargaining member. There are over 275 bargaining unit members. The Union members could take the \$750 and pay it to the Union to finance the Union's activities, or the Anchorage Community College instructors could

simply keep their \$750.

The third unilateral demand was that the teachers be required, at the University's discretion, to teach three more hours per semester. Presently, the teachers are required to teach 12, plus a fifth part which involves community service, research or writing, or some other agreed upon part.

While there is no argument that the teachers presently are required to teach a fifth part, the teachers view the authority of the University to unilaterally impose a fifth class as objectionable. The teachers see themselves as being required to teach 25% more actual class time than they were before. The University argues that increased student enrollment necessitates the teachers having more actual class time.

The University proposals as viewed by the Union, are the teachers teach 25% more per year; give away their guaranteed step increases for a system that may or may not be agreed upon by the parties; and, to give away their Union subsidization rights which are presently very extensive.

The University argues that the merit system has to be implemented to reflect changing economic times, Union subsidization should stop, and teachers of the community college

are there to teach; therefore, the fifth part is reasonable because of the increasing student demands.

The National Labor Relations Agency cases, as well as our own Orders and Decisions, have repeatedly discussed the difficult criteria of determining when good faith bargaining is occurring. One of the prime indicia of good faith is that the parties have an open mind and sincere desire to reach an agreement, as well as a sincere effort to reach some common ground. The lack of good faith may be found from subjective states of mind evidenced by various types of overt conduct. PERA contemplates that a bargaining process will occur. Under this scheme, if working conditions and wages are set unilaterally, or in a manner which avoids the bargaining process, good faith bargaining has not occurred. The Agency notes that the individuals outside the bargaining team of the Union made demands which were apparently substantially agreed to by the University even though those demands were not made by the Union bargaining team.

The Agency also realizes the significance of the April 15, 1943 letter from John Nelson to the University which proposed a Federal Mediator. The terms impasse and deadlock are used

ORDER AND DECISION NO. 81(A)

interchangeably in our statutes and the legal significance is important. When an impasse occurs and bargaining breaks down, as a well recognized matter of Federal law, the employer may unilaterally impose his last offer on the Union members. This Federal principle has not been directly addressed or adopted by this Agency. This Order and Decision does not adopt said principle. However, all litigants before this Board are aware that relevant Order and Decisions of the NLRB and Federal courts are given great weight by this Agency. (See 2 AAC 10.440). The Agency has repeatedly stated its purpose as (a) interpreting statutes and regulations; and, (b) attempting to aid both parties so collective bargaining is given the opportunity to work under our particular State law.

The Agency wishes to take the opportunity to discuss in obiter dictum, its application of the statutes so the parties are not (a) assuming that a unilateral request for mediation will automatically have the Agency request same; or (b) the parties are not racing the impasse to impose their last offer (if said Federal principle is adopted and applied in Alaska law), or, (c) assuming this Agency views one party's request for mediation or declaration of deadlock as the sole prerequisite to

having a strike vote or strike under AS 23.40.200; and (d) explain the legal criteria the Agency looks at in making its determinations.

The Agency realizes that every impasse or deadlock does not necessitate mediation. Impasses often come and go through the bargaining process. Parties take positions and retract them, maneuver for a position in collective bargaining by changing their positions, and resolve impasses without the aid of mediation. That is simply part of the collective bargaining process. The next type of impasse occurs when the parties need outside assistance to aid them. AS 23.40.190 gives the Agency wide discretion in aiding the parties when it states in part, "The Labor Relations Agency may appoint a competent, impartial disinterested person to act as mediator in any dispute either on its own initiative or other requests of one of the parties to the dispute." (Emphasis added.) The Agency has utilized said statute to call the Federal Mediation Conciliation Service to aid the parties. Sometimes the mediation works and the mediator leaves the parties to negotiate. The mediator can be called back by the parties or the Agency if a new impasse is reached.

In most of the collective bargaining negotiations, the parties have reached agreement without a strike or arbitration. The ACCFT/University of Alaska negotiations are a notable exception to the norm in Alaska. AS 23.40.200 requires mediation, a deadlock, and a strike vote as prerequisites to a strike for public school and education and institutional employees. The Agency has, in the past, interpreted aforesaid statutes and will continue to do so as follows:

1. Deadlocks often occur in collective bargaining.

The Federal Mediation and Conciliation Service has been repeatedly called on by this Agency to aid the parties in breaking such deadlocks. The deadlock may be over a single item, or a series of items. However, that deadlock under AS 23.40.190 does not ripen into a deadlock or impasse under AS 23.40.200 until there are "irreconcilable differences in the parties' positions after good faith negotiations have taken place." Such good faith negotiations contemplate the use of a mediator to attempt to break the temporary deadlocks that the parties encounter, and full and frank exchange of materials, information, and positions.

2. The determination of when a deadlock has reached

the proportions of one that contemplates the implementations of AS 23.40.200 is a difficult one for the parties and the Agency. The Agency has been requested repeatedly to find that an impasse occurs and that request has been objected to by responding party. The Agency has looked at the length of negotiations, the tone of the negotiations, the positions of the parties (as to whether they have changed their positions since the beginning of negotiations), and other relevant facts brought to the Agency by the parties.

In the present case, the record is clear that the Union was still attempting to reach agreements on several contract portions with the aid of the Federal Mediator, and that the University was also responding to the mediator's efforts by exchanging information and proposals. Based upon those facts, it is clear to the Agency that the impasse did not reach a level where there were "irreconcilable differences after good faith negotiations."

3. The deadlock, under AS 23.40.190, is one that evidences the parties' ability to reach an agreement by themselves. There is no requirement that the parties attempt to independently reach agreement without aid from the Agency or the

Federal Mediation Conciliation Service. The Agency has been quick to request the aid of outside parties whenever both parties have requested same. If one party objects to mediation, the normal procedure has been to confer with both parties to attempt to see what the nature of the dispute is, attempt to determine what the significance of the items upon which the parties are deadlocked, and make a determination as to whether the outside assistance is necessary. Often times, the parties are not communicating as well as they could be, and new ideas, new suggestions and new proposals offered by the mediator are helpful before the Agency calls the Federal Mediation and Conciliation Service, we attempt to determine whether the parties had engaged in meaningful discussions over bargaining proposals, offered counterproposals, or otherwise attempted to narrow the gap of disagreement. The number of bargaining sessions and length of time the parties have met without meaningful progress are important factors considered by the Agency before calling upon the Federal Mediation and Conciliation Service. The Agency has often used the Federal Mediation and Conciliation Service and found it to be extremely effective.

4. The Agency also notes that in any negotiation,

significant positions are taken in the area of wages, hours and working conditions of employment. The most significant positions are often directly related to salaried benefits. Major items change from negotiation to negotiation.

There are always other items on the table which seem to be used as bargaining chips that can be added to or taken away, with less overall importance to the major items. The determination whether there is an impasse or deadlock, normally has been granted by the Agency whenever a stipulation has been entered. If a petition is filed and a hearing is held, the Agency looks at the totality of the facts to make its determination.

Based upon the complete record and the totality of the circumstances, the Agency makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the University of Alaska has engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union.

2. That the University has not refused to meet with

the Union negotiating team at reasonable times.

3. That the issue of the University refusing to negotiate with the Union at reasonable places was decided in ULPC 83-1.

4. That the University engaged in bad faith bargaining by unilaterally demanding that the Union accept the University's proposals on compensation, workload, and Union subsidization.

5. That the merit system proposal is illusory in that either party could unilaterally veto it by simply refusing to accept the other party's system.

6. That the University quickly solidified their proposals on the compensation, workloads, and subsidization issue, and refused to bargain in good faith on the remaining issues at the bargaining table unless the Union accepted the University's three major proposals.

7. That overt acts of the University show the bad faith intent by demanding that the Union accept the three major proposals.

8. That the totality of the conduct shows an obvious bad faith motive. That the University was guilty of surface bargaining by rejecting the Union's proposals, tendering their

own, and not attempting to reconcile the differences. Also, the University refused to discuss items outside the three or issues.

9. That the University did not violate its duty to bargain in good faith by proposing the workload and subsidization offers that reduced the Union's rights and prerogatives. The bad faith was their unilateral demands without a willingness to discuss other items.


THEREFORE, the Agency FINDS that the University, as a matter of law, had engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without an intention of reaching an agreement with the Union and that the University has attempted to declare an impasse where none exists;

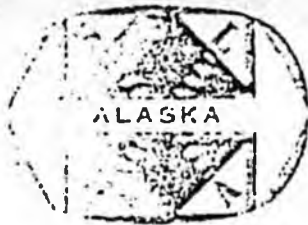
IT IS HEREBY ORDERED THAT the University cease and desist from the bad faith practices aforesaid mentioned in the Findings of Fact and Conclusions of Law.

DATED this 12 day of September, 1983.

  
C.R. "STEVE" HAFLING, Chairman  
ALASKA LABOR RELATIONS AGENCY

DATED this 17 day of Sept., 1983.

  
MORGAN REED



*State of Alaska*

# LABOR RELATIONS AGENCY

P. O. BOX 570 ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 248-2630

STATE REPRESENTATIVE  
ALASKA  
XXXXXXXXXX  
MAY 1983

BEFORE THE ALASKA LABOR RELATIONS AGENCY

W. J. PAZDAUSKIE  
CONSULTANT

ALASKA COMMUNITY COLLEGE	)
FEDERATION OF TEACHERS,	)
LOCAL NO. 2404,	)
	)
Complainant,	)
	)
and	)
	)
UNIVERSITY OF ALASKA	)
	)
Respondent.	)
	)

ULPC 83-3

ORDER ON RESPONDENT'S MOTION FOR  
RECONSIDERATION OF ORDER AND DECISION NO. 81

ULPC 83-3 was filed by the Union on or about June 10, 1983. Hearings on said charges were heard during the week of June 20, 1983 and the Agency rendered an oral Order and Decision on June 24, 1983. On July 15, 1983, the Agency issued a written Order and Decision, No. 81, on the matter. The University's Petition For Reconsideration was filed on two points. The first point is that the Agency should reconsider and modify Order and Decision No. 81 because salient parts are ambiguous and, unless clarified, will create confusion between the parties and others concerning important rights and obligations under the act. The "rights and obligations" language refers to the issue and concept of deadlock as that term is used in the act.

The second issue is that to the extent Decision No. 81 states or implies that the University committed an unfair labor practice because it refused to compromise during bargaining, the Decision should be modified.

The Agency has received the Petition For Reconsideration, and while the Agency does not feel the original one was ambiguous, does GRANT the Petition. Amended Order and Decision No. 81A is attached hereto and incorporated herein.

The Agency DENIES the Motion for Reconsideration on point two, and sets forth its reasons for denial as follows:

1. REFUSAL TO COMPROMISE. The University states in its Petition for Reconsideration (Page 6, Line 16-28):

That although the Order and Decision of the Agency specifies that the totality of the circumstances were considered in determining whether the University violated its obligations to bargain in good faith, the Agency's decision strongly suggest that a different standard was utilized which led to its conclusion i.e., the Agency apparently determined that the University did not bargain in good faith because either the Agency disliked or disapproved of the substantive provisions of the University's proposals on three disputed items upon which the parties could not agree, or, the University was found to have bargained in bad faith because it refused to compromise its bargaining position or grant concessions on the three issues.

The University then quoted the last sentence of AS 23.46.240 to point out that "these obligations do not compel either party to agree to a proposal or require the making of a concession." We point out that the overt acts of the University showed their attempt to compel the Union to agree to the three University proposals before the University would even bargain

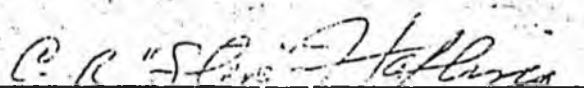
on their 40 or 50 other proposals. The statutory language cited above is and the record is a clear basis for, the Agency's findings. The University first attempted to require that the Union make concessions by their bad faith bargaining tactics. We believe it is clear from the Order and Decision that the Agency disapproved of the manner in which the University conducted its negotiations.

The testimony of Evan Johnson, the chief negotiator, and Marvin Hennen, of the Department of Administration, (who took notes, although he did not participate in the hearings) clearly points out that the University simply said "take it or leave it" to the Union and did not, in good faith, attempt to reconcile the differences in the parties' respective positions. The University's method of negotiations led the Agency to find there was clearly bad faith bargaining.

Based upon the foregoing,

IT IS HEREBY ORDERED THAT the University's Petition for Reconsideration is GRANTED, IN PART, as set forth in Order and Decision No. 81A attached hereto and incorporated herein, and that the University's other point for reconsideration is HEREBY DENIED.

DATED this 8 day of September, 1963.

  
C.R. "STEVE" HAFLING, Chairman  
ALASKA LABOR RELATIONS AGENCY

  
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STATE OF ALASKA

BEFORE THE

STATE LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
FEDERATION OF TEACHERS, )  
LOCAL No. 2404, )  
 )  
Complainant, )  
 )  
and )  
 )  
UNIVERSITY OF ALASKA, )  
 )  
Respondent. )

Unfair Labor Practice  
Charge Nos. 83-1 and 83-3

PETITION FOR RECONSIDERATION

COMES NOW, Respondent, UNIVERSITY OF ALASKA, by and through its undersigned attorneys, OWENS & TURNER, P.C.; pursuant to AS 23.40.130 and 44.62.540, and respectfully requests that the Alaska State Labor Relations Agency reconsider and modify its Order and Decision No. 80 issued in ULPC No. 83-1 and also reconsider and modify its Order and Decision No. 81 issued in ULPC No. 83-3.

In support of said Petition, Respondent, University of Alaska will rely on the Memorandum in Support of Petition For Reconsideration annexed hereto.

8<sup>th</sup> RESPECTFULLY SUBMITTED, at Anchorage, Alaska, this of August, 1983.

OWENS & TURNER, P.C.  
Attorneys for Respondent,  
University of Alaska

By Thomas P. Owens, Jr.  
Thomas P. Owens, Jr.

D: Loza  
3/10  
to SLRA 16/10/83

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

STATE OF ALASKA

BEFORE THE

STATE LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'	)	
FEDERATION OF TEACHERS,	)	
LOCAL No. 2404,	)	
	)	
Complainant,	)	
	)	Unfair Labor Practice
and	)	Charge Nos. 83-1 and 83-3
	)	
UNIVERSITY OF ALASKA,	)	MEMORANDUM ON BEHALF OF
	)	UNIVERSITY OF ALASKA IN
Respondent.	)	SUPPORT OF PETITION FOR
	)	<u>RECONSIDERATION</u>

I.

PRELIMINARY STATEMENT

A. As To ULPC No. 83-1 and Order and Decision No. 80

The charge in ULPC No. 83-1 was filed on or about March 22, 1983, by the Alaska Community Colleges' Federation of Teachers, Local No. 2404 (hereinafter "Union"). Hearings on said charge were held during the week of June 20, 1983, and the Alaska State Labor Relations Agency (hereinafter "Agency") rendered an oral Order and Decision on the matter on June 24, 1983. On July 14, 1983, the Agency issued written Order and Decision No. 80 in the matter. The University of Alaska's (hereinafter "University") Petition for Reconsideration and Memorandum in support thereof have been filed and submitted within thirty (30) days of mailing of the Agency's July 14, 1983, written Order and Decision and are therefore timely under AS 44.62.540.

B. As to ULPC No. 83-3 and Order and Decision No. 81

The charge in ULPC No. 83-3 was filed by the Union on or about June 10, 1983. Hearings on said charge were held during the week of June 20, 1983, and the Agency rendered an oral Order and Decision on June 24, 1983. On July 15, 1983,

OWENS & TURNER  
 A PROFESSIONAL CORPORATION  
 ATTORNEYS AT LAW  
 425 "G" STREET, SUITE 920  
 ANCHORAGE, ALASKA 99501  
 (907) 276-3963

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1 the Agency issued written Order and Decision No. 81 in the  
2 matter. The University's Petition for Reconsideration and  
3 Memorandum in support thereof have been submitted and filed  
4 within thirty (30) days of the Agency's July 15, 1983, written  
5 decision and are therefore timely under AS 44.62.540.

6  
7 II.

8 THE AGENCY SHOULD RECONSIDER AND MODIFY ORDER AND DECISION NO.  
9 80 BECAUSE THE CONCLUSION OF LAW CONTAINED THEREIN THAT  
10 THE UNIVERSITY REFUSED TO DISCUSS ALTERNATE MEETING PLACES  
11 WITH THE UNION IS CONTRARY TO THE AGENCY'S EXPRESS FINDING  
12 OF FACT THAT THE UNIVERSITY DID DISCUSS ALTERNATE MEETING  
13 PLACES WITH THE UNION

14 The Charge filed by the Union in ULPC No. 83-1  
15 alleges, inter alia, that the University " . . . refused to  
16 discuss any alternate meeting places." (Paragraph 4 of Charge,  
17 at 2) This was, in fact, the issue litigated in ULPC No. 83-1  
18 and the Agency concluded that the University violated the Act.  
19 (See Order and Decision No. 80, Conclusion of Law #1) However,  
20 Order and Decision No. 80 clearly and correctly discloses that  
21 the University did in fact discuss with the Union the possi-  
22 bility of changing the location of the then on-going bargaining  
23 sessions. Thus, at page 2 of Order and Decision No. 80, the  
24 Agency notes that "the University replied" to the Union's  
25 request for discussion concerning a possible change in the  
26 location for bargaining. Moreover, in its Order and Decision  
27 the Agency notes that these discussions included: (1) an  
28 exchange of views concerning the University's claim that the  
29 then presently utilized location for bargaining was mandated by  
30 a provision of the collective bargaining agreement; and (2) an  
31 assertion by the University that the academic and administra-  
32 tive duties of Chancellor Biggerstaff and other members of the  
33 University negotiating team could best be satisfied if nego-  
34 tiations continued to be held in Building A. (Order and  
Decision No. 80 at page 2, Finding of Fact No. 3 at page 3)  
These express findings of fact by the Agency are directly

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

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ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
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(907) 276-3963

1 contrary to the conclusion set forth in the Order and Decision  
2 that the University refused to discuss alternate meeting places  
3 with the Union.

4 The Supreme Court has noted that under the Administra-  
5 tive Procedure Act, an agency will be found to have abused its  
6 discretion if it is established on review that the agency's  
7 findings "are not supported by substantial evidence in the  
8 light of the whole record." Application of Peterson, 499 P.2d  
9 304, 306 (Alaska 1972). In the instant case, it is clear that  
10 the Agency's finding that the University committed an unfair  
11 labor practice by refusing to discuss alternate meeting places  
12 with the Union is not supported by substantial evidence in the  
13 record because that conclusion is in direct conflict with the  
14 Agency's express finding that the University and Union did  
15 discuss the Union's request for a relocation of the bargaining  
16 sessions. Accordingly, it is respectfully requested that the  
17 Agency reconsider Order and Decision No. 80 and modify said  
18 Order and Decision by concluding in accordance with the  
19 Agency's finding of fact, that the University did discuss with  
20 the Union the Union's request to relocate the bargaining  
21 sessions and that the University did not, therefore, commit the  
22 unfair labor practice alleged.

23  
24 III.

25 THE AGENCY SHOULD RECONSIDER AND MODIFY ORDER AND DECISION  
26 NO. 81 BECAUSE SALIENT PARTS THEREOF ARE AMBIGUOUS AND,  
27 UNLESS CLARIFIED, WILL CREATE CONFUSION BETWEEN  
28 THE PARTIES AND OTHERS CONCERNING IMPORTANT RIGHTS AND  
29 OBLIGATIONS UNDER THE ACT

30 In Order and Decision No. 81, the Agency addressed and  
31 commented at length upon the issue or concept of "deadlock" as  
32 that term is used in the Public Employment Relations Act (here-  
33 inafter "Act"). The University respectfully submits that  
34 salient parts of Order and Decision No. 81 which address the  
term "deadlock" are ambiguous, and unless clarified by the  
Agency, would needlessly create confusion between the parties

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(907) 278-3963

1 herein as well as others to whom the Act applies with respect  
2 to important rights and obligations under the Act.

3 It is the position and understanding of the University  
4 that under the clear terms of the Act, there is but a single  
5 type of deadlock as that term is used in the Act. However, a  
6 reading of Order and Decision No. 81 reveals that the Agency,  
7 either intentionally or inadvertently, has apparently concluded  
8 that there are two kinds of deadlock -- one under AS 23.40.190  
9 and another under AS 23.40.200. <sup>1/</sup> We believe this conclusion  
10 is directly contrary to the unambiguous terms of the Act.

11 Nowhere does the Act makes reference to more than one  
12 type or kind of deadlock. Both AS 23.40.190 and 23.40.200  
13 refer to deadlock in the singular, speaking of "a" deadlock.  
14 Moreover, all references to deadlock in AS 23.40.200 clearly  
15 refer to the same deadlock addressed in AS 23.40.190. Thus, AS  
16 23.40.200(b) provides that with respect to class (a)(i)  
17 employees (those who are prohibited from striking), if "an  
18 impasse or deadlock is reached . . . and mediation has been  
19 utilized without resolving the deadlock," arbitration shall be  
20 utilized. (emphasis supplied) Similarly, subsection (c) of AS  
21 23.40.200, which addresses the need for enjoining class (a)(2)  
22 employees from striking (those with a limited right to strike),  
23 provides that arbitration shall be carried out if an impasse or  
24 deadlock still exists after the issuance of an injunction.  
25 These provisions of the Act clearly demonstrate that degrees or  
26 different types of deadlock are not contemplated or provided  
27 for in the Act. Rather, they demonstrate that different conse-  
28 quences may flow from the existence of a deadlock, depending on

29  
30 <sup>1/</sup> We note in passing that in Decision No. 81,  
31 the Agency gratuitously announced under "which deadlock" the  
32 University would be permitted to implement its final offer.  
33 While the parties to this action and the Agency are all in  
34 agreement that as a matter of law an employer may implement  
its final offer when the parties have bargained to deadlock,  
the Agency's announcement of when such an implementation may  
occur is dicta, since that point was never an issue in the  
proceedings and never argued by the parties.

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425 "G" STREET, SUITE 920  
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1 the point in time involved, e.g., if the parties are deadlocked  
2 after a reasonable period of negotiations, mediation can be  
3 requested or ordered under AS 23.40.190, whereas if the parties  
4 (class (a)(2) employees) are still deadlocked after mediation  
5 and after the issuance of an injunction, arbitration will be  
6 ordered under AS 23.40.200. Aside from the consequences that  
7 flow from a deadlock depending upon the point in time one is  
8 considering, a deadlock under AS 23.40.190 and 23.40.200 are  
9 one and the same without any qualitative or quantitative  
10 differences.

11 It is respectfully requested that the Agency recon-  
12 sider Order and Decision No. 81 and modify the Decision to  
13 clarify the ambiguity contained therein pertaining to the issue  
14 of whether there are different types of "deadlocks".

15 IV.

16 TO THE EXTENT DECISIONS NO. 80 AND 81 STATE OR IMPLY  
17 THAT THE UNIVERSITY COMMITTED AN UNFAIR LABOR PRACTICE  
18 BECAUSE IT REFUSED TO COMPROMISE DURING BARGAINING,  
19 THE DECISIONS SHOULD BE MODIFIED

20 With regard to Order and Decision No. 80, the Agency  
21 held that the University violated the Act because it refused to  
22 discuss the relocation of bargaining with the Union. That  
23 issue has been addressed in Part I, supra. However, in Finding  
24 Of Fact No. 3 of the Decision, the Agency also stated: "That  
25 the University's inflexible position to the proposed changes  
26 were unreasonable and made in bad faith." Yet on page 2 of the  
27 Decision, the Agency stated that: "The Agency respects Chan-  
28 cellor Biggerstaff's position and his duties. The Agency  
29 respects the positions of the individuals who came to Anchorage  
30 from Kodiak and Bethel, who wanted to be close to their phones  
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ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3983

1 . . . " 2/ Moreover, the Agency noted that in declining to  
2 relocate the bargaining sessions away from the Anchorage  
3 campus, the University relied upon Article I, Section 1.5 of  
4 the collective bargaining agreement which provided: "Negotia-  
5 tions shall be scheduled at times and places that provide  
6 minimal interference with instructional, administrative, and  
7 other employment duties of the negotiating team." Given these  
8 factual and contractual bases for resisting location of the  
9 bargaining sessions, the Agency's "Finding of Fact" that the  
10 University's "inflexible position was unreasonable", appears to  
11 amount to a conclusion of law that a party must compromise its  
12 positions during bargaining or run the risk of being found to  
13 have bargained in bad faith.

14 In ULPC No. 83-3, the Agency was presented with the  
15 question of whether the University bargained in good faith.  
16 The Agency concluded that it did not. Although the Order and  
17 Decision of the Agency specifies that the totality of the cir-  
18 cumstances were considered in determining whether the Univer-  
19 sity violated its obligation to bargain in good faith, the  
20 Agency's decision strongly suggests that a different standard  
21 was utilized which led to its conclusion, i.e., the Agency  
22 apparently determined that the University did not bargain in  
23 good faith either because the Agency disliked or disapproved of  
24 the substantive provisions of the University's proposals on  
25 three disputed items upon which the parties could not agree,  
26 or, the University was found to have bargained in bad faith  
27 because it refused to compromise its bargaining position or  
28 grant concessions on the three issues.

29 The basis for concluding that the Agency premised its  
30 finding of bad faith bargaining either on its own subjective

31 2/ It should be noted that the record evidence  
32 reveals that University bargaining members from Kodiak and  
33 Bethel needed to remain at the Anchorage campus during bar-  
34 gaining sessions not for access to "phones" but for access  
to a computer system for necessary contact with their  
respective campuses.

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1 disapproval of the University's three main bargaining proposals  
2 or because of the University's refusal to grant concessions on  
3 those issues during bargaining, can be found in the following  
4 quoted provisions of the Agency's findings of fact and conclu-  
5 sions of law:

6 4. That the University engaged in the bad  
7 faith bargaining by unilaterally demanding  
8 that the Union accept the University's pro-  
9 posals on compensation, work load and Union  
10 subsidization.

11 . . . . .  
12 7. That overt acts of the University show the  
13 bad faith intent by demanding that the Union  
14 accept the three major proposals.

15 8. That the totality of the conduct shows an  
16 obvious bad faith motive. That the University  
17 was guilty of surface bargaining by rejecting  
18 the Union's proposals, tendering their own,  
19 and not attempting to reconcile the differ-  
20 ences.

21 (Order and Decision No. 81 at page 10)

22 Section 23.40.250 of the Alaska Public Employment  
23 Relations Act provides that:

24 (1) "Collective bargaining" means the perfor-  
25 mance of the mutual obligation of the public  
26 employer or his designated representatives and  
27 the representative of the employees to meet at  
28 reasonable times, including meetings in ad-  
29 vance of the budget making process and nego-  
30 tiate in good faith with respect to wages,  
31 hours and other terms and conditions of  
32 employment, or the negotiation of an agree-  
33 ment, or negotiation of a question arising  
34 under an agreement and the execution of a  
written contract incorporating an agreement  
reached if requested by either party, but  
these obligations do not compel either party  
to agree to a proposal or require the making  
of a concession. . . .

(emphasis supplied)

It is emphatically clear from the plain words of AS  
23.40.250 that the University cannot be compelled to agree to a  
proposal of the Union nor can it be required to grant any con-  
cessions during the course of bargaining. AS 23.40.250 is  
obviously patterned after, and is virtually identical to, §8(d)  
of the National Labor Relations Act (29 U.S.C. §158(d)). In  
interpreting §8(d), the United States Supreme Court has stated:

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 278-3963

1 That section contains the express provision  
2 that the obligation to bargain collectively  
3 does not compel either party to agree to a  
4 proposal or require the making of a  
5 concession.

6 Thus it is now apparent from the statute  
7 itself that the Act does not encourage a party  
8 to engage in fruitless marathon discussions at  
9 the expense of frank statement and support of  
10 his position. And it is equally clear that  
11 the Board may not, either directly or  
12 indirectly, compel concessions or otherwise  
13 sit in judgment upon the substantive terms of  
14 collective bargaining agreements.

15 NLRB v. American National Insurance Co., 343 U.S. 395, 30 LRRM  
16 2147, 2150 (1952) (footnote omitted).

17 The National Labor Relations Board and the Federal  
18 Courts have recognized that the process of collective bar-  
19 gaining is, by its very nature, ". . . an annealing process  
20 hammered out under the most severe and competing forces and  
21 counteracting pressures." NLRB v. Dalton Brick & Tire Corp.,  
22 301 F.2d 886, 895, 49 LRRM 3099, 3105 (5th Cir. 1962). During  
23 this process, the parties may lawfully attempt to achieve their  
24 objectives through hard bargaining. Adament insistence on a  
25 bargaining position is not, and should not, be found to con-  
26 stitute a refusal to bargain in good faith.

27 In the instant case, the Agency should not render  
28 ineffective AS 23.40.250 by an unjustified finding that the  
29 University had a "bad faith motive" or "bad faith intent"  
30 simply because the Agency may disapprove of the University's  
31 proposals or because of the University's lawful unwillingness  
32 to abandon those proposals. Accordingly, it is respectfully  
33 submitted that the Agency should reconsider and modify Order  
34 and Decision Nos. 80 and 81.

V.

CONCLUSION

For all the foregoing reasons, it is respectfully  
requested that the Agency reconsider and modify Order and  
Decision Nos. 80 and 81.

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8<sup>th</sup> RESPECTFULLY SUBMITTED, at Anchorage, Alaska, this  
of August, 1983.

OWENS & TURNER, P.C.  
Attorneys for Respondent,  
University of Alaska

By Thomas P. Owens, Jr.  
Thomas P. Owens, Jr.

OWENS & TURNER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963

STATE OF ALASKA

BEFORE THE

STATE LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
 FEDERATION OF TEACHERS, )  
 LOCAL No. 2404, )  
 )  
 Complainant, )  
 )  
 and )  
 )  
 UNIVERSITY OF ALASKA, )  
 )  
 Respondent. )

Unfair Labor Practice  
Charge Nos. 83-1 and 83-3

AFFIDAVIT OF MAILING

STATE OF ALASKA )  
 : ss.  
 THIRD JUDICIAL DISTRICT )

Elizabeth A. Hedlund, being first duly sworn,  
 deposes and states: that I am a secretary in the offices of  
 OWENS & TURNER, Attorneys at Law, 425 "G" Street, Suite 920,  
 Anchorage, Alaska 99501; that on the 10<sup>th</sup> day of

August, 1983, I served a copy of the attached:

PETITION FOR RECONSIDERATION  
 MEMORANDUM ON BEHALF OF UNIVERSITY OF ALASKA IN SUPPORT  
 OF PETITION FOR RECONSIDERATION

in the above entitled cause on:

JERMAIN, DUNNAGAN & OWENS  
 801 W. Fireweed Lane, Suite 201  
 Anchorage, AK 99503  
 and a courtesy copy to:

UNIVERSITY OF ALASKA  
 Attn: Astrid deParry  
 101 Bunnell Bldg.  
 303 Tanana  
 Fairbanks, AK 99701

by placing a copy thereof in an envelope properly addressed,  
 containing proper and sufficient United States postage, and  
 depositing same in the United States Postal Department as  
 directed on said envelope.

*Elizabeth A. Hedlund*  
 Elizabeth A. Hedlund, Secretary

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 ATTORNEYS AT LAW  
 425 "G" STREET, SUITE 920  
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SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of August, 1983.

Terri L. Foster  
Notary Public in and for Alaska  
My Commission Expires: 12/2/86

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A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
425 "G" STREET, SUITE 920  
ANCHORAGE, ALASKA 99501  
(907) 276-3963



State of Alaska

LABOR RELATIONS AGENCY

P O BOX 6701 • ANCHORAGE ALASKA 99502  
TELEPHONE (907) 248-2630

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~XXXXXXXXXXXXXX~~  
MORGAN REED

J. J. PAUZAUSKIE  
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE )  
FEDERATION OF TEACHERS, )  
LOCAL NO. 2404, )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
UNIVERSITY OF ALASKA, )  
 )  
Respondent. )  
\_\_\_\_\_ )

ULPC 83-3

ORDER AND DECISION NO. 81

On June 10, 1983, the Petitioner charged the University of Alaska with unfair labor practices alleging the University violated AS 23.40.110(a)(5) by engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the union. The parties waived the timeliness requirements of notice, the hearings were held the week of June 20, 1983. An oral Order and Decision was delivered by the Agency on June 24, 1983, and this written Order and Decision follows.

The negotiations had two phases. From January 24th until the middle of March, 1983, the parties were engaged in "collegial" negotiations in which the parties conceptualized their positions and attempted to make their positions known. The parties hoped that by doing same, there would be an agreement

reached by consensus. The parties' past practices of offering and counteroffering proposals were not followed in this collegial phase. The collegial phase had some success, as some 20 items were agreed to. The Agency notes that those items are basically the same as those contained in the prior collective bargaining agreements. While the parties were conceptualizing their ideas, they were, in fact, always referring back to the previous collective bargaining agreements before putting those ideas into tentative approval status. The collegial phase was agreed to by both parties and both parties agreed that the collegial process would not produce a final and total agreement.

During the final week of March 1983, the parties exchanged their written proposals.

Two weeks later, the petitioner requested the services of the Federal Mediation and Conciliation Service. Meetings with the Federal Mediators from Seattle were held in early April, May and June 1983. The April 15th letter from John Nelson, which requested the mediator, stated that the parties were at impasse, and requested the services of the mediator. The parties met with the mediator in April, in May, and the first week of June, 1983. Numerous correspondence was sent between the parties during that period of time.

During this period of time, the position of the University quickly solidified into a position that the Union had

to accept three major items. The position of the University was that the Union had to accept the items as is, and then the 40-50 other issues at the table would quickly be resolved.

Item No. 1 was that the Union capitulate to the University's compensation package. The compensation package took away annual step increases that are in the present contract. The step increases are based upon years of continual service to the University, plus advanced degrees being obtained by the professors. The parties have developed vertical and horizontal grids whereby the bargaining unit members can change lanes and achieve higher pay by continual teaching, or by receiving advance degrees or other criteria. The University wanted to change the grid system into a merit system. However, the merit system was one that was to be developed in the fall by the joint cooperation of the University and the Union. Either party could unilaterally veto the existence of any merit system by simply not agreeing to it. The present salary grid system would then only be applicable to new teachers.

The University proposed an across the board wage increase for all members of the present bargaining unit. After the merit system was agreed to, the system would be implemented into the new contract.

The Agency finds that the proposal of merit system is in part, illusory. While the University is demanding that the

merit system proposal be agreed to by the Union, it is an agreement that either party could unilaterally stop. There is no system proposed to insure that a merit system would be in existence before the end of the contract.

The second major item that the University demanded the Union capitulate to was the Union subsidization issue. The University presently has subsidized the Union by granting the President of the Union six hours of teaching time, Union committee members time off for their duties, as well as providing office space and other rights for Union members. In exchange for the end of the Union subsidization, the University proposed a \$750 payment to each bargaining unit member. There are over 275 bargaining unit members. The Union members could take the \$750 and pay it to the Union to finance the Union's activities, or the Anchorage Community College instructors could simply keep their \$750.

The third unilateral demand was that the teachers be required, at the University's discretion, to teach three more hours per semester. Presently, the teachers are required to teach 12, plus a fifth part which involves community service, research or writing, or some other agreed upon part.

While there is no argument that that the teachers presently are required to teach a fifth part, the teachers see the authority of the University to unilaterally impose a fifth class,

as objectionable. The teachers see themselves as being required to teach 25% more actual class time than they were before. The University argues that the increasing demands, because of increased student enrollment, are necessary for the continuation of the University.

The proposals are seen by the Union, that the University has demanded that they teach 25% more per year; give away their guaranteed step increases for a system that may or may not be agreed upon by the parties; and, to give away their Union subsidization rights which are presently very extensive.

The University argues that the merit system has to be implemented to reflect changing economic times, Union subsidization should stop, and teachers of the community college are there to teach; therefore, the fifth part is reasonable because of the increasing student demands.

The National Labor Relations Agency case, as well as our own Orders and Decisions, have repeatedly discussed the difficult criteria of determining when good faith bargaining is occurring. One of the prime indicia of good faith is that the parties have an open mind and sincere desire to reach an agreement, as well as a sincere effort to reach some common ground. The lack of good faith may be found from subjective states of mind evidenced by various types of overt conduct. PERA contemplates that a bargaining process will occur. Under this

scheme, if working conditions and wages are set unilaterally, or in a manner which avoids the bargaining process, good faith bargaining has not occurred. The Agency notes that the individuals outside the bargaining team of the Union made demands which were apparently substantially agreed to by the University even though those demands were not made by the bargaining team.

The Agency also realizes the significance of the April 15, 1983 letter from John Nelson to the University which proposed a Federal Mediator. In that letter, Mr. Nelson declared an impasse existed, and ever since that date, he has been trying to say that he meant a deadlock. The terms impasse and deadlock are used interchangeably in AS 23.40.200 and the legal significance of those are very important. The arbitration provisions of AS 23.40.200 occur whenever a deadlock or impasse exists. When an impasse occurs and bargaining breaks down, the University, as a matter of law, may unilaterally impose their last offer on the Union members. A mediator may be appointed under AS 3.40.190 if a deadlock exists.

This Agency has in the past, interpreted such statutes, and will continue to do so as follows:

1. Deadlocks often occur in collective bargaining. The Federal Mediation and Conciliation Service has been repeatedly called on by this Agency to aid the parties in breaking such deadlocks. The deadlock may be over a single item,

or a series of items. However, that deadlock, under AS 23.40.190 does not ripen into a deadlock or impasse under AS 23.40.200 until there are "irreconcilible differences in the parties' positions after exhaustive good faith negotiations have taken place." Such exhaustive good faith negotiations contemplate the use of a mediator to attempt to break the temporary deadlocks that the parties encounter, and the full and frank exchange of materials, information, and positions before an AS 23.40.200 impasse occurs.

The determination of when a deadlock has reached the proportions of one that contemplates the implementation of AS 23.40.200 is a difficult one for the parties and the Agency. The Agency has been requested repeatedly to find that an impasse occurs and that request has been objected to by responding party. The Agency has looked the length of negotiations, the tone of the negotiations, the positions of the parties (as to whether they have changed their positions since the beginning of negotiations), and other relevant facts brought to the Agency by the parties.

In the present case, the record is clear that the Union was still attempting to reach agreements on several contract portions with the aid of the Federal Mediator, and that the University was also responding to the Mediator's efforts by exchanging information and proposals. Based upon those facts, it is clear to the Agency that the impasse did not reach a level

where there were "irreconcilible differences after exhaustive good faith negotiations."

The deadlock, under AS 23.40.190, is one that evidences the parties' inability to reach agreement by themselves. There is no requirement that the parties attempt to exhaustively reach agreement without aid from the Agency or the Federal Mediation and Conciliation Service. The Agency has been quick to request the aid of outside parties whenever both parties have requested same. If one party objects to mediation, the normal procedure has been to confer with both parties to attempt to see what the nature of the dispute is, attempt to determine what the significance of the items upon which the parties are deadlocked, and make a determination as to whether the outside assistance is necessary. Often times, the parties are not communicating as well as they could be, and new ideas, new suggestions and new proposals offered by the mediator are helpful. Before the Agency calls the Federal Mediation and Conciliation Service, we attempt to determine whether the parties had engaged in meaningful discussions over bargaining proposals, offered counterproposals, or otherwise attempted to narrow the gap of disagreement. The number of bargaining sessions and length of time the parties have met without meaningful progress are important factors considered by the Agency before calling upon the Federal Mediation and Conciliation Service. The Agency has often used the Federal

Mediation and Conciliation Service and found it to be extremely effective.

The Agency also notes that in any negotiation significant positions are taken in the area of wages, hours and working conditions of employment. The most significant positions are often directly related to salaried benefits. Major items change from negotiation to negotiation.

There are always other items on the table which seem to be used as bargaining chips that can be added to or taken away, with less overall importance to the major items. The determination whether there is an impasse or a lock under AS 23.40.200 has normally been granted by the Agency whenever a stipulation has been entered. If a petition is filed and a hearing is held, the Agency looks at the totality of the facts to make its determination.

Based upon the complete record, and the totality of the circumstances, the Agency makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the University of Alaska has engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union.

2. That the University has not refused to meet with the

Union negotiating team at reasonable times.

3. That the issue of the University refusing to negotiate with the Union at reasonable places was decided in ULPC 83-1.

4. That the University engaged in the bad faith bargaining by unilaterally demanding that the Union accept the University's proposals on compensation, work load and Union subsidization.

5. That the merit system proposal is illusory in that either party could unilaterally veto it by simply refusing to accept the other party's system and that no merit system could be reached at the unilateral insistence of any party.

6. That the University quickly solidified their proposals on the compensation, work loads, and subsidization issue, and refused to bargain in good faith on the remaining issues of the bargaining table unless the Union accepted the University's three major proposals.

7. That overt acts of the University show the bad faith intent by demanding that the Union accept the three major proposals.

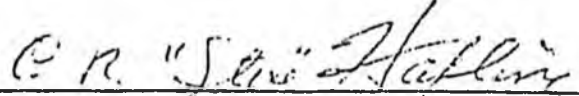
8. That the totality of the conduct shows an obvious bad faith motive. That the University was guilty of surface bargaining by rejecting the Union's proposals, tendering their own, and not attempting to reconcile the differences. Also, the University refused to discuss items outside the three major issues.

9. That the University did not violate its duty to bargain in good faith by proposing the work load and subsidization offers that reduced the Union's rights and prerogatives. The bad faith was their unilateral demands without willingness to discuss other items.

THEREFORE, the AGENCY FINDS that the University, as a matter of law, has engaged and is engaging in bad faith bargaining, surface bargaining, and bargaining without an intention of reaching an agreement with the Union and that the University has attempted to declare an impasse where none exists under AS 23.40.200,

IT IS HEREBY ORDERED THAT the University cease and desist from the bad faith practices aforesaid mentioned in the Findings of Fact and Conclusions of Law.

DATED this 15th day of July, 1983.

  
C. R. "Steve" Hafling, Chairman  
Alaska Labor Relations Agency

1 BEFORE THE LABOR RELATIONS AGENCY

2 ANCHORAGE COMMUNITY COLLEGES )  
3 FEDERATION OF TEACHERS, LOCAL )  
4 2404, )

5 Charging Party, )

6 vs. )

7 UNIVERSITY OF ALASKA, )

8 Charged Party, )

RECEIVED

JUN 21 1983

OWENS & TURNER, P.C.

9 ULPC 83-3

10 ORAL ORDER AND DECISION

11 PRESENT:

12 FOR LOCAL 2404:

13 MR. WILLIAM K. JERMAIN  
14 Jermain, Dunnagan & Owens  
15 Attorneys At Law  
16 801 Fireweed Lane, Suite 201  
17 Anchorage, Alaska 99503  
18 (907) 276-6532

19 FOR THE UNIVERSITY OF  
20 ALASKA:

21 MR. THOMAS P. OWENS, JR.  
22 Owens & Turner  
23 Attorneys At Law  
24 425 G Street, Suite 920  
25 Anchorage, Alaska 99501  
(907) 276-3963

FOR THE LABOR RELATIONS  
AGENCY:

MR. WILLIAM J. PAUZAUSKIE  
Attorney At Law  
1101 W. 7th Avenue  
Anchorage, Alaska 99501  
(907) 276-2232

June 24th, 1983  
1:55 p.m.  
303 K Street, Suite 409  
Anchorage, Alaska

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PROCEEDINGS

1  
2 The second Order and Decision we have decided today is  
3 ULPC 83-3. This charges the University of engaging in bad  
4 faith bargaining, surface bargaining and bargaining without any  
5 intention of reaching an agreement with the Union. The  
6 University has allegedly shown its bad faith by declaring  
7 impasse where none exists and by refusing to meet with the Union  
8 negotiat~~ion~~ team at reasonable times and places.

9 The issue of reasonable times and places was really  
10 decided in ULPC 83-1 so I'm not going to refer to it in this  
11 oral Order and Decision.

12 The Agency has duly considered all the evidence and is  
13 ready to issue its findings of facts and conclusions of law.

14 The parties, of course, had the collegial phase of  
15 bargaining which lasted from Ju- -- January 24th till  
16 approximately the middle of March. The collegial phase, the  
17 parties "conceptualized" their positions and attempted to make  
18 the positions of their respective parties known.

19 They reached an agreement on 20 some items and the Agency  
20 notes that all those items are basically the same as were  
21 contained in the prior collective bargaining agreements, so  
22 while the parties were saying that they were conceptualizing  
23 their ideas they were always referring back to the previous  
24 collective bargaining agreement before putting their ideas in  
25 writing or whatever their conceptualization was. This mode of

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1 communication was agreed to by both parties and it's mutually  
2 agreed it broke down. The parties agreed that since the  
3 agreement time was running out at the end of March and since no  
4 movement had been made for approximately a month, that it was  
5 time to begin hard bargaining. The hard bargaining started  
6 and stopped with unusual abruptness. The positions of the  
7 parties, and in particular the University, quickly solidified  
8 into a position that the Union had to accept three major items  
9 which were and could basically be classified as take-aways and  
10 there was little exchange offered for anything in return. The  
11 Union was also told that they would have to give something for  
12 anything more that they wanted to receive, in addition to  
13 the take-aways under the new agreement.

14 To be more specific, the University demanded that the  
15 Union capitulate to the University's compensation package.  
16 This compensation package took away annual step increases of  
17 agreed pay for continual service to the University. The  
18 compensation package proposed also included a 4% wage increase  
19 which was really not drastically lower than those obtained by  
20 APEA this year, but the step increase being taken away took  
21 away the guarantee of another approximately 3% increase per  
22 year.

23 The University as a part of this also demanded a merit  
24 system that was proposed by the University be accepted by the  
25 Union. The basic fact of the merit system is that no one has

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1 or can exactly explain what the system would be because it was  
2 a system to be agreed upon by the joint corroboration of the  
3 University and the Union, but nevertheless, it was demanded  
4 that that system be proposed and accepted -- correction, not  
5 proposed accepted but accepted as a part of the package. As  
6 written the proposed, in a take it or leave it mode, either  
7 party could unilaterally veto the existence of any merit  
8 system vis-a-vis the Union and University.

9 Also, the University unilaterally demanded, in the take  
10 it or leave it mode, the requirement that the union agree to do  
11 away with the salary grid system which rewards the employees  
12 for continued service, continued education and other factors.  
13 This grid system would only be applicable to incoming teachers.

14 The second major item the University demanded the Union  
15 accept was the union subsidation issue. The University has in  
16 the past subsidized the Union by granting the President of the  
17 Union six hours of teaching time, paid at the option of the  
18 Union to buy out the contract for six or more hours; giving the  
19 grievance chairman some similar opportunities and five other  
20 individuals thirty (ph) hours of subsidation for services  
21 performed for the Union. Also, the Union has (indiscernible)  
22 some office space and other rights.

23 In exchange for the take away of Union subsidation the  
24 University has proposed a \$750.00 payment to each bargaining  
25 unit member.

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1           The third unilateral demand is that the teachers be  
2 required, at the University's discretion, to teach three more  
3 hours per semester. Presently the teachers teach 12. The  
4 University would have the obligation—correction, the authority  
5 to unilaterally impose a requirement of 15 teaching hours.

6           Presently the contract has provisions where the teachers  
7 are required to teach 12 hours and another "fifth part" of their  
8 assignments is to perform service of some form. The fifth  
9 part of the load is now being proposed to be taken away by  
10 the University, it would be changed to the teaching at the  
11 University's sole discretion.

12           The Agency finds the workload requirements and the  
13 union subsidation demands are substantial changes from the  
14 past agreements reached. They are not, in and of themselves,  
15 necessarily repulsive. However, the Agency specifically  
16 finds that the merit system increase and compensation  
17 package contains items that are illusory.

18           None of the three items mentioned above, in and of  
19 themselves, was relied upon for the final determination of good  
20 or bad faith. However, when those three items are added to the  
21 attitude that you shall agree to these three items or we'll not  
22 discuss anything further, leaves this Agency with no other  
23 alternative than to find that the University has committed an  
24 unfair labor practice.

25           The University has attempted to explain away its

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1 reasoning, but this Board finds itself in the position of the  
2 Union, that we do not understand how the University has made  
3 anything more than a demand that the Union accept the three  
4 major proposals and then the parties may negotiate the 40 or  
5 50 other items that are still left on the table. We find the  
6 totality of the conduct shows an obvious bad faith motive.  
7 The act requires that the parties negotiate in good faith  
8 with the view of reaching an agreement if possible.

9 One of the prime indicia (ph) of good faith is that the  
10 parties have an open mind and sincere desire to reach an  
11 agreement, as well as a sincere effort to reach some common  
12 ground.

13 We feel the record is clear that the Union has been  
14 suggesting counter proposals to the University and the University,  
15 even with the assistance of the Federal mediator, has been  
16 unilaterally rejecting any discussion of the counter proposals  
17 until the Union capitulates some of the three demands  
18 discussed above -- correction, to all three demands discussed  
19 above.

20 PERA contemplates that a bargaining process will  
21 occur. Under this scheme, if working conditions or wages are  
22 set unilaterally, or in a manner which avoids the bargaining  
23 process, good faith bargaining has not occurred. The lack of  
24 good faith may also be gleaned from subjective states of mind  
25 evidenced by various types of overt conduct. The Board finds

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1 that individuals outside the bargaining team made demands  
2 that were apparently substantially agreed to by the  
3 University, even though those demands were not suggested by  
4 the bargaining team. From at the timing of the hardline  
5 proposals taken in view of the fact that they'd only been  
6 discussed for approximately two weeks is indicative of the  
7 University's intention not to budge. Of course this Board  
8 makes the finding and has to acknowledge that a first best  
9 offer is not in and of itself, per se, violation, however we  
10 note that the University refuses to even listen to a Union  
11 counter-offer unless the three University proposals are  
12 accepted. They have unilaterally set the tone of negotiations  
13 by saying accept what we want or we won't even talk to you.

14 The agency notes that the fact that the mediator has not  
15 declared an impasse and the University claims there is. There  
16 is an obvious purpose for attempting to claim an impasse  
17 because it could result in the unilateral imposition of the  
18 University's last offer to the Union.

19 This Board also realizes the significance of the April 15th  
20 1983, letter from John Nelson to the University. In that letter  
21 Mr. Nelson declared an impasse and ever since then he's been  
22 trying to say he meant a deadlock, because of its significant  
23 meaning under AS 23.40.190 which allows the Agency to appoint  
24 a mediator. if a deadlock exists, however in this case, the  
25 parties selected their own mediator by contacting the Federal

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1 Mediation Conciliation Service. Since 4/15/83, the Union has  
2 consistently moved -- correction, the University has  
3 consistently moved towards a deadlock and a hardening of the  
4 initial hardline positions which were -- they undertook. This  
5 Agency has been through enough negotiations to know that it is  
6 rare that the parties agree with the first proposals or even  
7 the first counter proposals and we also note that the basic  
8 changes that were made to the first proposals in this case were  
9 minor in significance as to the affect of the major proposals  
10 of the parties. We note that there has been some movement  
11 made but we find that the University has consciously moved  
12 towards an impasse.

13 The fact that there is not a present merit system proposed  
14 is particularly troublesome to the Agency. The University is  
15 proposing something which the parties could agree to, but who  
16 would agree to a system that either party could unilaterally  
17 veto or upset? Who could agree to a system that has a method--  
18 that has no method towards the end of it to force the parties  
19 into an agreement? It is similar to the Agency to again suggesting  
20 collegial bargaining to the parties and that has already been  
21 tried in this case and it has obviously failed.

22 The Agency incorporates the above stated reasons into  
23 its findings of fact and conclusions as a matter of law that  
24 an unfair labor practice has occurred. A violation of  
25 23.40.110(a)(5) has happened and that the University has

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1 refused to bargain in good faith.

2 This Agency orders the University to cease and desist  
3 from such practice and meet with the Union no later than  
4 Friday, July 1, and discuss when and how negotiations should  
5 continue. If the parties agree to continue the present  
6 negotiations with the Federal Mediation Service, the parties  
7 may of course do so. If the parties wish to contact this Agency  
8 concerning mediation this Agency would be more than willing to  
9 assist.

10 This Agency feels that a discussion of impasse versus  
11 deadlock is necessary for the parties. Without belaboring  
12 the way that our statutes are written the Agency would like  
13 to make the following comments.

14 The duty to bargain does not require a party to engage in  
15 a fruitless marathon discussion at the expense of frank  
16 statements in support of their position. However, we note the  
17 terms deadlock and 23.40.190 and 23.40.200 (a) and (c), which  
18 state in part or as follows, and I'll paraphrase this.

19 If an impasse or deadlock is reached in the collective  
20 bargaining between the public employer and employees in the  
21 class, and mediation has been utilized without resolving the  
22 deadlock, the parties shall submit to arbitration to be carried  
23 out under AS 09.43.030.

24 Our past orders and decisions, and the intent of the  
25 act is a situation in which the following occurs:

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1           1. Initially a deadlock may occur, but that deadlock  
2 has to rise in the level of a "irreconcilable difference in the  
3 parties positions after exhaustive good faith negotiations  
4 have taken place." It is under those conditions that the  
5 deadlock becomes applicable for the arbitration, strike  
6 provisions, et cetera, to be put into force.

7  
8           2. So what this Agency wants to see is exhaustive good  
9 faith negotiations before the type of deadlock or impasse  
10 referred to in 200 entitles the parties to strike, et cetera.

11           We note that the Alaska Statute definition does not define  
12 deadlock or impasse and this Agency has wanted to note its  
13 position for the record in an attempt to aid the parties.  
14 Both the parties note that this Agency has not allowed an  
15 impasse to be declared unilaterally. It has determined an  
16 impasse to be a situation that encompasses basically all  
17 substantive issues. For example, an empasse on a single  
18 issue does not necessarily suspend the obligations to bargain  
19 on other unsettled issues. Any suspension is applicable when  
20 a party has employed -- is inapplicable when a party has  
21 employed bad faith motives or unfair labor practices.

22           Finally, this Agency would like to note some things for  
23 the record and these are things that are concerning the Union's  
24 position in the negotiations. This is (Indiscernible) the Union  
25 has not been accused of any unfair labor practice, however,

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1 we'd like to take this opportunity as we do in other cases, to  
2 comment on several facts which we feel contributed to the  
3 animosity between the parties.

4 Item number 1 is the fact the Union has taken a position  
5 to meet only with a mediator. It appears that the mediator has  
6 made some process (ph) and the Union can perhaps look at  
7 meeting without the mediator present to see if further process  
8 and achievements can be made without having to have the Federal  
9 mediator come up from Seattle. In Anchorage we used to have  
10 Federal mediators present and we no longer do and we realize  
11 the time problems and the need for timely negotiations in the  
12 case.

13 On the time issue the Union noted that it wanted 19 days  
14 to formulate counter proposals. At first glance this seems to  
15 be a lengthy period of time to the Agency, and thirdly we  
16 noted a lack of evidence concerning questions for supporting  
17 (Indiscernible) issues directed between both parties. The  
18 parties have taken positions that teachers nationwide teach so  
19 many hours per year or salary demands are inapplicable or step  
20 increases or applicable or inapplicable and it seems that the  
21 parties could prove each others positions by requesting  
22 information, vis-a-vis each other and we feel that this might  
23 help the negotiations.

24 Once again, thank you for your presence today. We hope  
25 to have the written orders out by Tuesday of next week but maybe

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1 it will be later, it's hard to say.

2 BY MR. JERMAIN:

3 Thank you very much. We, on behalf of the Union state  
4 that we appreciate the Agency's comments directed to the  
5 Union and we'll take those into consideration and I think  
6 probably adopt all -- most or all of the suggestions.

7 END OF ORDER AND DECISION

8 ULPC 83-3

9 \* \* \*

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C E R T I F I C A T E

UNITED STATES OF AMERICA )  
 ) ss.  
STATE OF ALASKA )

I, JACKIE DUNBAR, Notary Public in and for the State of Alaska, residing at Anchorage, Alaska and Electronic Reporter for R & R Court Reporters, do hereby certify:

That the annexed and foregoing transcript of Oral Decision was taken before me on the 24th day of June, 1983, beginning at the hour of 1:55 at the offices of 303 F Street, Suite 409 Anchorage, Alaska, pursuant to Notice to take the recorded proceedings on behalf of Alaska Labor Relations Agency

That this transcript, as heretofore annexed, is a true and correct transcription of the testimony of said witness, taken by me electronically and thereafter transcribed by me;

That the transcript has been retained by me for the purpose of filing the same with Alaska Labor Relations Agency Anchorage, Alaska, as required.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of June, 1983.

Jackie Dunbar  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 12/1983

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BEFORE THE STATE OF ALASKA

LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'  
FEDERATION OF TEACHERS, LOCAL  
NO. 2404,

Charging Party,

vs.

UNIVERSITY OF ALASKA,

Charged Party.

No. 83-3

UNFAIR LABOR PRACTICE CHARGE

COMES NOW the Charging Party, ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS, Local No. 2404, hereinafter Union, by and through its attorneys, JERMAIN, DUNNAGAN & OWENS, and alleges as follows:

1. The UNIVERSITY OF ALASKA, hereinafter University, by and through its officers and agents, has violated AS 23.40.110(a)(5) by the following acts.

2. The University has engaged in and is engaging in bad-faith bargaining, surface bargaining, and bargaining without any intention of reaching agreement with the Union. The University has shown its bad faith by declaring an impasse where none exists, and by refusing to meet with the Union negotiating team at reasonable times and places.

4. It is requested that the Alaska State Labor Relations Agency expedite the hearing of this matter, and hear the matter with Charge Nos. 83-1 and 83-2 scheduled to be heard beginning June 20, 1983.

RESPECTFULLY SUBMITTED this 10th day of June, 1983  
at Anchorage, Alaska.

JERMAIN, DUNNAGAN & OWENS  
Attorneys for Charging Party

By Allison E. Mendel  
Allison E. Mendel

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

I, ALLISON E. MENDEL, having been first duly sworn upon oath, depose and say:

1. I am Allison E. Mendel, an attorney for the Charging Party, and I have knowledge of the facts herein.

2. To the best of my knowledge and belief, the statements in the foregoing document are true.

Allison E. Mendel  
Allison E. Mendel

SUBSCRIBED AND SWORN TO before me this 10th day of June, 1983.

Don A. K... ..  
Notary Public for Alaska  
My Commission expires: 7-2-83

AFFIDAVIT OF SERVICE

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

I, Don A. K... being first duly sworn, depose and state as follows: I am employed by the law firm of JERMAIN, DUNNAGAN & OWENS. On the 10th day of June, 1983, I have true and correct copies of 11/1/83

Served on Don A. K...  
Don A. K...

DELIVERED TO OFFICE  MAIL

SUBSCRIBED & SWORN to before me the day and year  
at Juneau, written

Don A. K...  
Signature  
Don A. K...  
NOTARY PUBLIC IN AND FOR ALASKA  
MY COMMISSION EXPIRES: 7-2-83

JERMAIN, DUNNAGAN & OWENS  
(907) 278-6112

ULPC



*State of Alaska*

LABOR RELATIONS AGENCY

P.O. BOX 6701 • ANCHORAGE, ALASKA 99501  
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C. R. STEVE HAFLING  
CHAIRMAN  
SECRETARIAT  
MODERATED

BEFORE THE ALASKA LABOR RELATIONS AGENCY

WM J. PAULSONIE  
CONSULTANT

ALASKA COMMUNITY COLLEGE )  
 FEDERATION OF TEACHERS, )  
 LOCAL NO. 2404, )  
 )  
 Complainant, )  
 )  
 and )  
 )  
 UNIVERSITY OF ALASKA, )  
 )  
 Respondent. )

---

ULPC 83-1

ORDER AND DECISION NO. 80A

On March 22, 1983, the Alaska Community College Federation of Teachers, Local No. 2404, (hereinafter called Union), charged the University of Alaska with an unfair labor practice alleging violation of AS 23.40.110(a)(1)(5), with the employer insisting that all the negotiations take place at Building A on the Anchorage Campus of the Alaska Community Colleges. That the Union proposed alternative meeting places but the University refused to meet at any other location than Building A and refused to discuss any alternative meeting places.

Hearings were held on said charge during the week of June 20, 1983 and an oral Order and Decision was made on June 24, 1983. On July 14, 1983, the Agency issued written Order and Decision No. 80.

The University of Alaska (hereinafter called University) filed a Petition For Reconsideration and memorandum in support thereof on or about August 10, 1983.

The Petition For Reconsideration contained two requests for reconsideration of Order and Decision No. 80. The first request for reconsideration is that the Agency should reconsider and modify Order and Decision No. 80 because the Conclusions of Law contained therein that the University refused to discuss alternate meeting places with the Union is contrary to the Agency's express finding that the University did discuss alternate meeting places with the Union.

The second request for reconsideration is to the extent that Order and Decision No. 80 stated or implied that the University committed an unfair labor practice because it refused to compromise during bargaining, and the Decision should be modified.

The Agency having considered the Petition, and reviewed the evidence, it has been decided to amend Order and Decision No. 80. The amendment will reflect that the first issue (reconsideration and modification because the Conclusion of Law contained therein that the University refused to discuss alternate meeting places with Union is contrary to the Agency's express Findings of Fact that the University did discuss alternate meeting places with the Union) is GRANTED. Issue number two, the statement or implied statement that the University committed an unfair labor

practice because it refused to compromise during bargaining is DENIED. The reason that the second part of the Petition for Reconsideration is denied is based upon the fact that the unfair labor practice was not the lack of an agreement to move the negotiations to another place, but the lack of negotiation in good faith concerning the issue of whether negotiations should be moved to another place.

Order and Decision No. 80 Amended Findings of Fact

1. That from January 24, 1983 to March 18, 1983, over forty-five negotiating sessions took place in Building A of the Chancellor's conference room at the University Campus.

2. That the parties to date have met at reasonable times.

3. That the Union proposed a change of meeting places to some other reasonable place in an attempt to aid the negotiating efforts.

4. That the University replied that 1.5 of the contract (dated July 1, 1979 through March 31, 1981, Exhibit 9 of Case No.: ULPC 83-1) stated as follows:

"(a) Negotiations shall be scheduled at times and places that provide minimal interference with the instructional, administrative, and other employment duties of the negotiating team . . . . Negotiations shall be held in Anchorage."

5. That the University replied to the Union's efforts to change the place of negotiations by stating that the duties

of Chancellor Biggerstaff and the other individuals of the University's negotiating team could only be met by meeting in Building A, the conference room at the Anchorage Community College.

6. That the testimony of Chancellor Biggerstaff and Evan Johnson, the chief spokesman for the State of Alaska, clearly shows that the University refused to change their steadfast position of going off campus, and refused to discuss the possibility of the alternate places proposed by the Union.

This Board notes that there are other reasonable places located in the Anchorage area that are reasonable meeting places that would fit within the confines of 1.5 of the contract by providing minimal interference with the instructional and administrative needs of the University. That while we respect Chancellor Biggerstaff's position and those duties of the individuals who came from other campuses to be part of the University's negotiating team, we find that the Building A conference room was not the only place in Anchorage that could satisfy 1.5 of the collective bargaining agreement.

Good faith negotiations means negotiations with the bona fide intent to reach an agreement if an agreement is possible. The University did not exhibit good faith in their negotiations by demanding that the negotiations take place solely in the conference room in Building A.

8. While the University did give some reasons and had a short discussion concerning the refusal to move, the University

refused to negotiate the proposal to move in good faith.

THEREFORE, this Agency makes the following Conclusions of Law:

1. That the University committed an unfair labor practice by refusing to negotiate in good faith concerning alternate meeting places with the Union. AS 23.40.110(50) states:

A public employer or his agent may not refuse to bargain collectively in good faith with an organization which is the exclusive representative of employees in an appropriate unit including but not limited to the discussing of grievances with the exclusive representative.

AS 23.40.250 defines collective bargaining, in part,

as:

Collective bargaining means the performance of the mutual obligation of the public employer as designated representative and the representative of the employees to meet at reasonable times.

2. The statutory language contemplates meeting at reasonable places as well as reasonable times. 1.5 of the contract specifically states that the negotiations shall be scheduled at times and places that provide minimal interference . . . . The law contemplates meeting at reasonable times and places, and necessarily includes a good faith negotiation of what is included in reasonable times and places.

THEREFORE, the Agency reaffirms its Order of July 14, 1983, and ORDERS the University to cease and desist from the

practice of refusing to discuss alternate meeting places with the Union. The Agency will continue to maintain jurisdiction over the subject matter contained in this unfair labor practice for an indeterminate period of time and would request either party to contact the Agency if they wish to argue if continuing negotiations are not held at reasonable places.

DATED this 8 day of September, 1983.

C. R. "Steve" Hafling  
C. R. "STEVE" HAFLING, Chairman  
ALASKA LABOR RELATIONS AGENCY

Morgan Reed  
MORGAN REED



State of Alaska

LABOR RELATIONS AGENCY

P.O. BOX 6701 • ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 248-2630

C. R. "STEVE" HAFLING  
CHAIRMAN  
RONALD M. HENRY  
MORCAN REED

WM. J. PAUZAUSKIE  
CONSULTANT

DIV. OF PERSONNEL

JUL 18 1983

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE )  
 FEDERATION OF TEACHERS, )  
 LOCAL NO. 2404, )  
 )  
 Petitioner, )  
 )  
 vs. )  
 )  
 UNIVERSITY OF ALASKA, )  
 )  
 Respondent. )  
 ) ULPC 83-1

ORDER AND DECISION NO. 80

On March 22, 1983, the Alaska Community College Federation of Teachers, Local No. 2404, (hereinafter Union), charging party, charged the University of Alaska, (hereinafter University), with an unfair labor practice alleging violation of AS 23.40.110(a)(1)(5) that the employer had insisted on all negotiations take place at Building A, at the Anchorage Campus of Alaska Community Colleges. That the Union proposed alternate meeting places but the University refused to meet at any other location than Building A and refused to discuss any alternate meeting places.

Hearings were held the week of June 20, 1983, and an oral Order and Decision was reached on June 24, 1983.

The background facts of this unfair labor practice charge is that the University and Union had met in over 40 prior sessions at the University Chancellor's conference room. That on

or about the 18th of March, 1983, the Union wanted to discuss a change in negotiation places, meaning the conference room in Building A at the Anchorage Community College.

The University replied that \$1.5 of the contract demanded that negotiations be scheduled for times and places that provided minimal interference with the instructional, administrative and other employment duties of the negotiating team. That the duties of Chancellor Biggerstaff, and other individuals involved in the University's negotiating team, could only be met by the meeting in Building A.

The Union's request was supported by the facts that there were other facilities available in Anchorage that were only a short drive from the University campus, that the bargaining unit members offices were 5-10 minutes away from the University campus. The parties had negotiated until March 18, 1983, in one conference room and this conference room became a consistent reminder of the parties' difficulties, a change in location could be helpful for both parties.

In reaching the Agency's decision, the Agency has considered the totality of the conduct. The Agency respects Chancellor Biggerstaff's position and his duties. The Agency respects the positions of the individuals who came to Anchorage from Kodiak and Bethel, who wanted to be close to their phones in order to engage in negotiations. However, in view of the

totality of the circumstances, the Agency finds that an unfair labor practice occurred by the University's inflexible position with respect to reasonable bargaining places. The Agency finds that the parties to date have met at reasonable times and makes the following Findings of Fact:

1. That from January 24, 1983 to March 18, 1983, over 45 negotiating sessions took place in Building A, of the Chancellor's Conference Room at the University Campus.

2. That the Union proposed a change to some other reasonable place in an attempt to aid the negotiation efforts.

3. That the University replied that \$1.5 of the contract, only allowed the Chancellor's Conference Room to be used as a meeting place. That the University's inflexible position to the proposed changes were unreasonable and made in bad faith.

THEREFORE, this Agency makes the following Conclusion of Law and Order:

1. That the University committed an unfair labor practice by refusing to discuss alternate meeting places with the Union and ORDERS the University to cease and desist from such practices. The Agency will maintain jurisdiction over the subject matter contained in this unfair labor practice for an indeterminate period of time, and would request either party to contact the Agency if they wish to argue that continuing

negotiations are not held at reasonable places.

DATED this 14 day of July, 1983.

*C. R. "Steve" Hafling*

C. R. "STEVE" HAFLING, Chairman  
THE ALASKA LABOR RELATIONS AGENCY

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ANCHORAGE COMMUNITY COLLEGES )  
FEDERATION OF TEACHERS, LOCAL )  
2404, )

Charging Party, )

vs. )

UNIVERSITY OF ALASKA, )

Charged Party, )

83-1

ORAL ORDER AND DECISION

PRESENT:

FOR LOCAL 2404:

MR. WILLIAM K. JERMAIN  
Jermain, Dunnagan & Owens  
Attorneys At Law  
801 W. Fireweed Lane, Suite 201  
Anchorage, Alaska 99503  
(907) 276-6532

FOR THE UNIVERSITY OF  
ALASKA:

MR. THOMAS P. OWENS, JR.  
Owens & Turner  
Attorneys At Law  
425 G Street, Suite 920  
Anchorage, Alaska 99501  
(907) 276-3963

FOR THE LABOR RELATIONS  
AGENCY:

MR. WILLIAM J. PAUZAUSKIE  
Attorney At Law  
1101 W. 7th Avenue  
Anchorage, Alaska 99501  
(907) 276-2232

June 24th, 1983  
1:55 p.m.  
303 K Street, Suite 409  
Anchorage, Alaska

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PROCEEDINGS

Thank you, it's five till 2:00 on Friday, June 24th.

I'm Bill Pauzauskie and I'm here to render the oral order and decision of the Agency on ULPC 83-1 and ULPC 83-3. First of all I'd like to apologize for being late, I just got out of a meeting with Steve Hafling in which I went over my notes on these orders and decisions.

The Agency would like to thank you for appearing here today. We wish to thank the attorneys and staff from the University and staff from the Union for their cooperation in holding the hearings on ULPC 83-1 and ULPC 83-3, and the beginning of the hearings on 83-2. The hearings on 83-2 will be continued until Wednesday of next week, June 29th is the date with a schedule of 9:00 to 12:00 and 1:00 to 4:30.

Immediately after this decision being rendered we will attempt to get a room for you and notify you by phone. The same schedule will be applicable for Thursday of next week, and on July 1, if necessary we will be available for hearings from 8:00 to 11:00 a.m. I've been appointed the hearing officer by the Agency. It's also a possibility that Mr. Hafling will come in to sit in on the Agency's hearings.

The Agency wishes to note that they felt that the closing statements given by both counsel were most effective and the Agency appreciates the attorneys' preparation and diligence in preparing the cases.

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1 This Agency's practice has been to give both reasons  
2 and decisions concerning unfair labor practices, unit  
3 clarifications, bargaining unit questions, et cetera, and  
4 also to attempt to facilitate the collective bargaining  
5 process. Therefore, we are going to present our findings of  
6 fact in this Order and Decision and will also present some  
7 suggestions to the parties as to how we see the collective  
8 bargaining problems.

9 This oral decision is not the final Agency order and  
10 decision. This oral decision is following with the Agency's  
11 practice of rendering an oral decision to be followed by a  
12 written one. The final order and decision will no doubt  
13 have more bitter dictum (ph), and will basically be based  
14 upon the same findings of fact and conclusions of law  
15 contained herein.

16 Therefore, our order and decision on UPLC 83-1  
17 contains the following findings of fact and conclusions of law:

18 1. The Agency has considered the totality of the  
19 circumstances and all the evidence presented to it, including  
20 the past practices of the parties.

21 2. The Agency finds that there has been an  
22 unreasonable position taken by the University, that the  
23 position being coupled with unreasonable and illegal motives,  
24 and specifically with an intent to taken intransigent  
25 positions to block any agreement from being formed.

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1 3. The collegial method that was informally conducted  
2 by the parties from January 24th and ended approximately two  
3 months later. The Union gave their first hardline proposals  
4 on or about the 25th of March and a week later the University  
5 replied.

6 4. The Agency finds that the prior collegial sessions  
7 obviously misled the Union as to the University's true intent  
8 of unilaterally demanding take-away proposals.

9 5. The two hard weeks of hard bargaining followed the  
10 exchange of proposals and those two hard weeks produced few  
11 changes -- few substantive changes in either parties' position.

12 6. It is safe to say the Union was obviously dumbfounded  
13 at the hardline positions taken by the University, which  
14 those hardline positions rapidly solidified in the next two  
15 weeks.

16 The Agency finds that the setting of the Chancellor's  
17 conference room became a reminder and a symbol of the past  
18 bargaining in which the Union agreed to meet at the  
19 Chancellor's office and in good faith agreed to collegially  
20 conceptualize their thoughts, only to be surprised at the  
21 University's hardline unilateral take it or leave it positions  
22 to the issues on the table.

23 The unilateral refusal to move and the unilateral  
24 refusal to seriously entertain movement suggested by the Union  
25 to a different place, reinforced the University's basic

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1 attitude towards the Union of "What we want to keep, we will  
2 keep, and what the Union wants can only be gained by  
3 capitulation to our initial demands, and then giving something  
4 that meaning a decrease in your rights, for obtaining more  
5 rights in a different part of the agreement."

6 To characterize the position as anything different  
7 would be to allow semantics to replace the substance of the  
8 matter.

9 We find bad faith, bad motive and the unreasonableness  
10 was accomplished by relegating the Union in the collegial  
11 phase, then grinding negotiations to a halt by taking  
12 hardline, unilateral and unyielding positions on items as  
13 simple as a place for negotiations. The Agency finds the  
14 University did not entertain a move to a location before the  
15 unfair labor practice was filed.

16 We respect Chancellor Biggerstaff's position and his  
17 duties. We respect the individuals who came to Anchorage from  
18 Kodiak and Bethel and who wanted to be close to their  
19 telephones, but with today's communications there are ample  
20 facilities for communications with either Juneau or any place  
21 inside or outside of Alaska at a moments notice. Other  
22 facilities in the Anchorage area have the same capability  
23 as being five or ten minutes from either Building A, the  
24 University President's office, the Chancellor's office; the  
25 Union President's office and really makes little difference

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1 because a phone call to any room can accomplish the same result.

2 The Agency finds that in the past, the movement of  
3 the bargaining from various places has been helpful to the  
4 parties and we think that the same could be accomplished in this  
5 collective bargaining process.

6 Based upon the foregoing findings of fact and conclusions  
7 of law we find that an unfair labor practice has been committed.  
8 We order the parties to meet no later than Friday, July 1, 1983,  
9 and discuss alternative sites for bargaining.

10 The Agency's past suggestions included to  
11 either will now be addressed. We expect that either one week  
12 in building A and one week elsewhere would facilitate the  
13 collective bargaining process or the parties could find a  
14 totally new place, be it the YMCA or the Federal Building, and  
15 there are of course other reasonable places that appear to  
16 be acceptable and reasonable to virtually everyone.

17 Finally, the Agency will retain jurisdiction over this  
18 unfair labor practice for an indeterminate period of time to  
19 determine if affirmative action is needed to carry out the  
20 provisions of AS 23.40.260.

21 This Agency is ordering the University to cease and  
22 desist from prohibitive practice for refusing to bargain  
23 collectively in good faith, and in particular, to bargain  
24 over reasonable meeting places with the Union. Nothing in this  
25 Order and Decision is to be interpreted to lead any party to

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C E R T I F I C A T E

1  
2 UNITED STATES OF AMERICA )  
3 STATE OF ALASKA ) ss.

4 I, JACKIE DUNBAR, Notary Public in and for  
5 the State of Alaska, residing at Anchorage, Alaska and Electronic  
Reporter for R & R Court Reporters, do hereby certify:

6 That the annexed and foregoing transcript of  
7 Oral Deposition was taken before me on the 27th  
8 day of June, 1983, beginning at the hour of 1:30  
9 at the offices of ...  
10 ... to take the recorded  
11 proceedings on behalf of ...

12 That this transcript, as heretofore annexed, is a true  
13 and correct transcription of the testimony of said witness,  
taken by me electronically and thereafter transcribed by me;

14 That the transcript has been retained by me for the  
15 purpose of filing the same with Alaska Labor Relations Agency  
Anchorage, Alaska, as required.

16 IN WITNESS WHEREOF, I have hereunto set my hand and  
17 affixed my seal this 27th day of June, 1983

18 Jackie Dunbar  
19 NOTARY PUBLIC in and for Alaska  
20 My Commission Expires: 12/5/83

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES' )  
 FEDERATION OF TEACHERS, LOCAL )  
 NO. 2404, )  
 )  
 Charging Party, )  
 )  
 vs. )  
 )  
 UNIVERSITY OF ALASKA, )  
 )  
 Respondent. )  
 )  
 \_\_\_\_\_ )

Case No. ALPC 83-1

RECEIVED  
 12 12 1983  
 WM J. PAUZAUSKIE

UNFAIR LABOR PRACTICE CHARGE

1. The Charging Party: Alaska Community Colleges' Federation of Teachers, Local No. 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, Alaska 99504.
2. The Respondent: University of Alaska, Ed Biggerstaff, 3211 Providence Drive, Anchorage, Alaska 99504.
3. Charging Party's Representative: William K. Jernair, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, Alaska 99503.
4. Nature of Charge: That since March 18, 1983, and continuing to date, the University, hereinafter employer, refused to bargain in good faith, in violation of Alaska Statute 23.40.110(a)(1) and (5). The negotiations between the employer and the union have been in progress for some seven weeks, with 47 negotiating sessions. The employer has insisted that all negotiations take place in Building A on the Anchorage campus of Alaska's Community Colleges. The union believes that alternate meeting places should be used

JERMAIN, DUNNAGAN & OWENS  
 ATTORNEYS AT LAW  
 801 WEST FIREWEED LANE, SUITE 201  
 ANCHORAGE, ALASKA 99503  
 (907) 279-8832



STATE OF ALASKA

*Jan Kassem*

83 22nd March

ULLP  
AG's anchorage office

22nd March 83  
*Anthony Adarovich*  
= 12/21/85

ACKNOWLEDGMENT OF MAILING

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

*Jan Kassem*, being first duly sworn, deposes and states as follows: I am a resident of the State of ALASKA. On the 22nd day of March 1983, I mailed ULLP and correct copies of

to Ed Biggestaff

*Jan Kassem*

22nd day of March 1983

*Anthony Adarovich*  
Notary Public in and for Alaska  
My commission expires: 12/31/85

Receipt of a copy of the foregoing \_\_\_\_\_ acknowledged  
on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_

PLEASE NOTE: THE PRECEDING PAGES WERE TREATED  
AS A UNIT IN THE ORIGINAL DOCUMENT.

SECTIONAL ANALYSIS OF SB 467 - AN ACT RELATING TO COLLECTIVE BARGAINING  
BY EMPLOYEES OF THE UNIVERSITY OF ALASKA; EFD.

BY THE FINANCE COMMITTEE

- SECTION 1        REMOVES EMPLOYEES OF THE UNIVERSITY OF ALASKA FROM  
CLASS 2 OF THE LABOR RELATIONS ACT. CLASS 2 ALLOWS  
FOR MEDIATION AND LIMITED STRIKE. UNIVERSITY EMPLOYEES  
WOULD THEN BE IN CLASS 3, ALLOWING UNLIMITED STRIKE.
- SECTION 2        REMOVES TEMPORARY PART-TIME EMPLOYEES OF THE UNIVERSITY  
FROM THE DEFINITION OF "PUBLIC EMPLOYEE"
- SECTION 3        PROVIDES THAT THIS ACT WILL NOT EFFECT A COLLECTIVE  
BARGAINING AGREEMENT IN EFFECT ON THE EFFECTIVE  
DATE OF THIS ACT.
- SECTION 4        EFFECTIVE DATE.

TELEGRAM

ALASCOM, INC.

PHONE: 586-5016

JUNEAU, AK 99802

RECEIVED

Josephson,

1984 MAR 6 PM 3 22

02064 NL ANCHORA-168 03-06 240P AST

PMS SEN JOE JOSEPHSON

POUCH V

0421

JUNEAU AK

THE WESTERN ALASKA BUILDING TRADES COUNCIL ON BEHALF OF ITS MEMBERS AND THEIR FAMILIES CATEGORICALLY OPPOSE THE PASSAGE OF SENATE BILL 467. THE CLEAR INTENT OF THIS LEGISLATION IS ANTI-UNION. IT IS IMPORTANT THAT YOU TAKE A STAND AGAINST A PUBLIC EMPLOYER WHO CONTINUALLY IGNORES EMPLOYEE RIGHTS AND SHOWS A CALLUS DISREGARD FOR STUDENTS AND THE PUBLIC. THIS LEGISLATION WILL ONLY HURT THE STUDENTS AND THE PUBLIC. THERE IS NO LOGICAL DISTINCTION BETWEEN THE RIGHTS OF PART-TIME AND FULL-TIME EMPLOYEES AND THEY MUST HAVE THE RIGHT TO ORGANIZE. IN ADDITION, ELIMINATING BINDING ARBITRATION AS A LAST STEP WHEN THE PUBLIC INTERESTS IS ADVERSELY AFFECTED IS GOOD AND NOT BAD. THE ECONOMIC PRESSURES IN SOLVING LABOR DISPUTES IN THE PRIVATE SECTOR DO NOT APPLY WITH THE PUBLIC EMPLOYER. THE SALARIES OF THE EXECUTIVES OF THE UNIVERSITY CONTINUE DURING A STRIKE. THE VICTIMS OF AN INABILITY TO REACH AN AGREEMENT ARE THE STUDENTS, THE TEACHERS AND THE PUBLIC. IT IS IMPERATIVE THAT YOU OPPOSE THIS BILL.

WESTERN ALASKA BUILDING TRADES COUNCIL

RICHARD PELUSO, PRESIDENT

# TELEGRAM

ALASCOM, INC.  
PHONE: 586-5105  
JUNEAU, AK 99802

1984 MAR 6 PM 9 41

E

02076 NL ANCHORAGE ALASKA 664 03-06 1732 AST

PNS SENATOR JOE JOSEPHSON

POUCH U

0315

JUNEAU AK 99811

RE: SB467

DEAR SENATOR,

AS CHIEF NEGOTIATOR FOR THE ACCFT, I OBVIOUSLY AM NOT A DISINTERESTED PARTY. NEITHER, HOWEVER, DOES THE UNIVERSITY REPRESENT THE WISHES OF THE PEOPLE. YOU MUST REPRESENT THE PUBLIC.

THE UNIVERSITY HAS BEEN FOUND GUILTY OF VIOLATING PERA DOZENS OF TIMES IN THE PAST DECADE. THE BASIC FAIRNESS TO PUBLIC EMPLOYEES EMBODIED IN PERA IS CLEARLY A HINDRANCE TO THE UNIVERSITYS TREATMENT OF ITS EMPLOYEES. THE UNIVERSITY HAS, AS YOU WELL KNOW, RESISTED EVERY OUTSIDE PRESSURE, AND CONSISTENTLY MAINTAINED ITS RIGHT TO TOTAL AUTONOMY OF ACTION IN EVERY SPHERE. THE CURRENT BILL IS A REQUEST FOR LEGISLATIVE SUPPORT FOR THAT POSITION. I HOPE YOU WILL REJECT IT.

THE NEGOTIATIONS BETWEEN THE ACCFT AND THE UNIVERSITY HAVE BEEN ONGOING FOR MORE THAN 14 MONTHS. DURING THAT TIME, THE UNIVERSITY HAS ATTEMPTED TO FORCE A SERIES OF TAKE-AWAYS ON THE TEACHERS WHICH BEAR NO RELATIONS TO ACTUAL NEED WITHIN THE UNIVERSITY SYSTEM. THE ACCFT HAS OFFERED NUMEROUS PROPOSALS WHICH WOULD MEET LEGITIMATE CONCERNS FOR INCREASED EFFICIENCY AND PRODUCTIVITY. THESE GOOD FAITH OFFERS HAVE BEEN REJECTED BY THE UNIVERSITY, WHICH HAS CONTINUOUSLY INSISTED ON CONTRACT LANGUAGE RUINOUS TO TEACHERS AND TO THE ACCFT.

RECEIVED

Josephson

DEFINITELY THEIR INTENT IS TO BRING ABOUT AN END TO PUBLIC  
EMPLOYEES UNIONIZATION AT THE UNIVERSITY, AS THE ONLY  
RECOGNIZED BARGAINING UNIT IN THE ENTIRE UNIVERSITY'S SYSTEM,  
WE, THE TEACHERS HAVE BEEN SINGLED OUT AS AN EXAMPLE TO OTHER  
EMPLOYEES CONTEMPLATING SELF ORGANIZATION.

PERA ESTABLISHES COLLECTIVE BARGAINING, NOT ONLY AS A RIGHT OF  
ALASKA(S) PUBLIC EMPLOYEES, BUT AS AN IDEAL METHOD OF EMPLOYER-  
EMPLOYEE RELATIONS. IT IS BASED ON THE PRINCIPLE THAT FAIRLY  
TREATED EMPLOYEES WHO PERCEIVE THEMSELVES AS PARTNERS WITH  
MANAGEMENT WIN PURSUIT OF GOALS OF SERVICE TO ALASKA WILL  
PERFORM THEIR DUTIES IN A SUPERIOR MANNER. THIS IS LAUDABLE.  
THIS IS SENSIBLE. THIS IS THE LAW. ALASKA CAN BE PROUD OF  
IT.

SHAMEFULLY, THIS IS NOT THE ATTITUDE OF THE UNIVERSITY. THE  
UNIVERSITY DEMANDS THE SAME FREEDOM OF ACTION IN REGARD TO  
ITS EMPLOYEES AS IT HAS DEMANDED IN THE PAST FROM THE  
LEGISLATOR, THE GOVERNOR AND THE COURT IN REGARDS TO ANY  
OTHER MATTER. THE UNIVERSITY SIMPLY REFUSES TO RECOGNIZE  
ANY BOUNDARY ON ITS INDEPENDENT AUTHORITY. THAT IS THE CRUX  
OF THE MATTER WHICH IS NOW BEFORE YOUR COMMITTEE.

THE UNIVERSITY HAS BEEN FOUND GUILTY OF FIVE SEPARATE UNFAIR  
LABOR PRACTICES AGAINST ITS TEACHERS IN THE PAST YEAR. THE  
UNIVERSITY DOES NOT WISH TO OR INTEND TO TREAT ITS EMPLOYEES  
FAIRLY. INSTEAD, THEY COME TO YOU FOR PERMISSION TO TREAT  
THEM UNFAIRLY. THIS IS A SHAME. THE UNIVERSITY MUST NOT BE  
ALLOWED TO REMOVE ITSELF FROM A FLAW WHICH ESTABLISHES  
FAIRNESS AS A MATTER OF PUBLIC POLICY.

I HOPE YOU WILL TEST MY CONTENTIONS WHEN PRESIDENT BARTON  
TESTIFIES BEFORE YOUR COMMITTEE. ASK, IF YOU WOULD, WHY THE  
UNIVERSITY HAS SEEN FIT TO PAY A NOTORIOUSLY ANTI-UNION  
ATTORNEY OVER DL\$3400,000.00 TO FIGHT COLLECTIVE BARGAINING,  
WHILE CLAIMING FINANCIAL NEED IN ITS TAKE-AWAY DEMANDS AT THE  
NEGOTIATING TABLE, AND WITH SUCH CARELESS DISREGARD FOR THE  
FORWARD LOOKING PRINCIPLES ESTABLISHED BY PERA. THIS IS PUBLIC

IF YOU WOULD, WHY THE UNIVERSITY HAS SO CONSISTENTLY VIOLATED THE PERA ACT IN ITS DEALINGS WITH THE ACCFT. ASK IF THE UNIVERSITY IS AT ALL REPENTENT FOR ITS PAST VIOLATIONS. I THINK YOU WILL FIND THAT IT IS NOT. ITS VERY REQUEST OF SB467 IS ITS ANSWER. THE UNIVERSITY EXPECTS THE LEGISLATURE TO BECOME AN ACCOMPLICE IN THE UNIVERSITY(S) ILLEGAL ACTS. I HOPE THAT YOU WILL NOT BE FOOLED. THE UNIVERSITY COMES TO YOU CLOAKED WITH ACADEMIC PRESTIGE. I URGE YOU TO LOOK BENEATH THAT CLOAK TO FIND THE TRUE MEANING AT THE HEART OF THE REQUEST FOR SB467. TREAT THE UNIVERSITY AS YOU WOULD ANY LAW BREAKER SEEKING RELEASE FROM THE LAWS WHICH BIND HIM FOR THE PROTECTION OF THE PUBLIC GOOD. IF ANY PUBLIC EMPLOYER IN THE STATE OF ALASKA NEEDS THE RESTRICTION OF PERA, IT IS THE UNIVERSITY.

SINCERELY,

DON MOHR, CHIEF NEGOTIATOR, ACCFT

## UNFAIR LABOR PRACTICES - UNIVERSITY vs ACCFT

NOTE: Marv Hennon, of the Labor Relations Board staff was to be at the hearing today, as of 11:00 a.m., his flight has not been able to get into Juneau. Bruce Cummings, of Juneau office will be here if Mr. Hennen cannot make it.

1. The University entered into the negotiations demanding that the union accept three changes before going on to other matters. These three were:

- \*Ending the current advancement and pay system of longevity and education, to be replaced with a MERIT system. A system was not proposed, but was to be formed by committee at a later date. The merit system could also be voted down by either party, so the union has argued that there was no proposal actually offered.

- \*Increasing the workload from 12 to 15 credits.

- \*Eliminating the union subsidy by the university.  
The subsidy consists of:

- Providing the union members with offices and meeting rooms.

- hiring substitutes for teachers during negotiations

- Guaranteeing the President of the union 6 hours of teaching time.

- inexchange for the subsidy, the University offered to pay the bargaining team \$750/each.

In 83-3 The Agency found the University had engaged in bad faith bargaining, surface bargaining and bargaining without any intention of reaching an agreement by unilaterally demanding that the union accept the University's proposals without negotiating.

The Agency noted that the merit system proposal was "illusory" because either party could unilaterally veto the plan.

2. In order 83-1 (and reaffirmed in the appeal 80A) The Agency found that the University engaged in bad faith negotiations by refusing to consider alternate meeting places for negotiations meetings proposed by the union.

3. In 83-5 The Agency found that the University committed an unfair labor practice by not offering History 246 to Ralph McGrath.

- Ralph McGrath, the union president, had applied to teach a summer course. There were two other applicants. The university advertised that Mr. McGrath would teach the course in the manual of course offerings, and then hired another applicant to teach the class.

After both of the other applicants became unavailable to teach the course, the University offered the job to another teacher, who negotiated for management and had not applied to teach the course.

The Agency found that the University did not follow its own procedures in offering the course, and ordered it to cease and desist.

4. In 83-2 Three teachers involved with negotiations were denied summer teaching courses on the basis that they would be involved in negotiations in the summer session and substitutes would have to be hired for them. The union charged unfair labor practice, but the Agency found that one had not been committed by the University, because they are not required to offer summer teaching positions to anyone, and had made no promises for the courses to the teachers named.

5. Order and Decision 84 deals with the six cases involving time and place for negotiations meetings. The Agency made partial findings for both sides and set forth guidelines for the continuation of negotiations in regards to time and place.

On page 18 the Agency says: "We find the position to be another example of how management is picking at every straw and arguing everything possible to avoid the true intent of Sec 1.5, while alleging that an arbitrator's decision of seven (7) years ago supports their decision" (note: Sec 1.5 is the agreement on how the arbitration will take place)

83-6 The Agency found that the university's demand of limiting negotiating hours was made in bad faith. That terms and conditions of the meeting place were made in bad faith, as they have negotiated for years in the same place and the university was now demanding a location with support services, access to info from both parties at the location, and control of the location choice.

In 83-7 the Agency stated it did not want to set a precedence in ordering alternating sites, and dismissed the charge.

The Agency also dismissed 83-9, in which the University charged that the union engaged in bad faith negotiations by proposing meeting places they should have known were unavailable. The Agency found that the union had proposed alternate places, upon their availability

83-10 found the University alleging that the union engaged in bad faith negotiations by their demands for days and times for meetings. The Agency found for some charges and against others and issued guidelines for the continuation of negotiations on this basis.

The faculty organized and wanted their rights.

present law - impasse, mediation, impasse, strike vote, strike enjoined, injunction granted, arbitrator appointed  
Strike a ritual dance

unlimited right to strike would make bargaining more realistic. union must take consequences for their action.

C.C. faculty held Natl cong. in salaries because of 14 mos of negotiations. Had been agreed prior to negotiations.

He is really dynamic

dramatic difference in Alaska's C.C. Other than ACC, they are not like outreach centers or college extensions.

Bruce Ludwig - Norw Hensen - LRB

Hensen spends most of his time in this issue.

rationale for exempting part of employees from class 2, while putting some in class 3.

have not tried other methods - arbitration is frustrating. Mediated - arb. makes sense. puts pressure on parties to make their own agreement.

arbitrator decisions on economic issue still in control of legislature → appropriation.

existing statute favors continuity.

Fed. Mediation Service has few names in Alaska. American Arbitration Association has many more.

Tom Carlson - AFE & CIO

oppose - Legislature should not get involved. Both sides should get back to negotiations.

Ralph McGrath - ACCFT 2404

pending before Superior Ct., a lawsuit over part-time employee right to organize. Labor Relations Bd. to make criteria on who has what rights.

dy. in AG office - "Eligible to bargain must be full time teacher employed the previous year."

\* Only time of binding arb in 1974 (requested by U.)

\* 1976 - Strike & Negotiation.

Elvira Orr - ACCFT 2404

ACC since 1975.

Issues:

- 1) Workload
- 2) Compensation
- 3) Union rights
- 4) Management rights

Bob Manners - NEA  
opposes law.

Arbitration awards close to negotiated agreement.

- Greater prob. of work stoppage
- Poor
- legis. adequate control over monetary
- arbitration is party neutral and LFB findings



Hess - 85 7 404  
State of Alaska

# LABOR RELATIONS AGENCY

P. O. BOX 6701 • ANCHORAGE, ALASKA 99502  
TELEPHONE (907) 248.2630

C. R. "STEVE" HAFLING  
CHAIRMAN  
~~XXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~  
Ben Humphries  
Marlene Johnson  
WM. J. PAUZAUSKIE  
CONSULTANT

## SUMMARY OF 1983 BUSINESS

### UNFAIR LABOR PRACTICE CHARGES:

ULPC 83-1 ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

---

Issue: Refusal to bargain in good faith and inability to agree on places to negotiate.

Decision: Order and Decisions No. 80 and 80A to cease and desist from the practice of refusing to discuss alternate meeting places.

ULPC 83-2 ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

---

Issue: Denying summer employment to members of the bargaining team. Discontinuing contract exceptions by changing terms of employment and changed method of informing employees of such conditions.

Decision: Order and Decision No. 82 by dismissing the unfair labor practice.

ULPC 83-3 ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

---

Issue: Bad faith bargaining, surface bargaining and bargaining without any intention of reaching agreement.

Decision: Amended Order and Decision No. 81(A) to cease and desist from bad faith practices.

ULPC 83-4      APEA and RICHARD LAWRENZ vs. STATE  
OF ALASKA

Issue: Refusing to submit question of the binding nature of the settlement reached in this matter to arbitration.

Decision: Matter is currently proceeding to arbitration on question of whether a binding settlement was reached.

ULPC 83-5      ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

Issue: Denying Ralph McGrath employment as a teacher of labor history.

Decision: Order and Decision No. 83 to cease and desist from unfair labor practice.

ULPC 83-6      ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

Issue: Refusal to meet on certain days to bargain and refusal to grant release time to members of bargaining team and to provide substitutes.

Decision: Order and Decisions No. 84 and 84A by setting forth Guidelines and consequently relinquishing jurisdiction over the matter.

ULPC 83-7      ALASKA COMMUNITY COLLEGES' FEDERATION OF  
TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY  
OF ALASKA

Issue: Refusal to meet at alternate sites.

Decision: Order and Decisions No. 84 and 84A by setting forth Guidelines and consequently relinquishing jurisdiction over the matter.

ULPC 83-8      GARY W. MOTLEY vs. APEA

Issue: State cease and desist withholding \$5 per month from paycheck for a "strike fund contribution" and that APEA reimburse all "strike fund contributions".

Decision: Denied after investigation,  
without a formal hearing.

ULPC 83-9 UNIVERSITY OF ALASKA vs. ALASKA COMMUNITY  
COLLEGES' FEDERATION OF TEACHERS, LOCAL  
NO. 2404

---

Issue: Refusal to bargain in good faith  
and inability to agree on bargaining sites.

Decision: Order and Decisions No. 84 and  
84A by setting forth Guidelines and conse-  
quently relinquishing jurisdiction over  
the matter and submit to arbitration.

ULPC 83-10 UNIVERSITY OF ALASKA vs. ALASKA COMMUNITY  
COLLEGES' FEDERATION OF TEACHERS, LOCAL  
NO. 2404

---

Issue: Refusal to meet at reasonable times  
and places.

Decision: Order and Decisions No. 84 and  
84A by setting forth Guidelines and conse-  
quently relinquishing jurisdiction over  
the matter and submit to arbitration.

ULPC 83-11 WILLARD E. DUNHAM vs. LYNN J. HARNISCH,  
CHERIE SHELLEY and APEA

---

Issue: Possible affiliation between APEA  
and AFSCME thereby interfering with rights  
of public employees to choose a collective  
bargaining agent.

Decision: After informal investigation  
case dismissed on December 30, 1983.

UNIT CLARIFICATIONS - At issue in Unit Clarification cases is the  
proper bargaining unit classification of a particular job position.  
Following is a list of the petitions for Unit Clarifications re-  
ceived by the Agency last year, including the particular job  
position in question and the action taken on each case.

UC 83-1 Civil Engineer I Petition resolved April 4,  
Harold Saylor 1983.

PETITIONS:

PET 83-1 APEA vs. FAIRBANKS NORTH STAR BOROUGH

Issue: To represent 37 employees.

Decision: Election held June 13, 1983 with 11 votes for NO representation and 9 votes for APEA.

PET 83-2      MASTERS, MATES and PILOTS PETITION FOR STRIKE VOTE

Issue: To conduct a secret ballot strike vote.

Decision: Election held April 18, 1983 with 60 votes authorizing a strike and 3 votes not authorizing a strike.

PET 83-3      ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS, LOCAL NO. 2404 vs. UNIVERSITY OF ALASKA

Issue: Enforce step and lane increases.

Decision: Still pending.

PET 83-4      UNIVERSITY OF ALASKA vs. ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS, LOCAL NO. 2404

Issue: Scheduled negotiations at times and places that provide minimal interference with instructional, administrative and other employment duties of negotiating team.

Decision: Order and Decisions No. 84 and 84A by setting forth Guidelines and consequently relinquishing jurisdiction over the matter and submit to arbitration.

PET. 83-5      APEA vs. ALASKA MARINE HIGHWAY SYSTEM

Issue: To represent 650 employees.

Decision: Order and Decision 85 wherein petition was denied.

PET. 83-6      IBEW vs. UNIVERSITY OF ALASKA

Issue: To represent 90 employees, statewide.

Decision: 11 pending.

MISCELLANEOUS CASES

FAIRBANKS NORTH STAR BOROUGH vs. LABORERS LOCAL 942  
Mediation

DOROTHY M. BASSETT vs. APEA  
Arbitration Case Results

GAIL M. DAIL vs. UNIVERSITY OF ALASKA  
Denial of Due Process

DAVID SINGLETON vs. ALASKA STATE TROOPERS  
Disability Claim

WILLIAM E. NIPPES vs. APEA  
Legality of \$5 Strike Fund Deduction

RICHARD G. BREEDEN vs. STATE OF ALASKA  
Nepotism

PROPOSED CHANGES IN REGULATIONS  
Redefining Part Time Employees

DAVID WESTERMAN vs. APEA  
Legality of Having to Join Union or Pay Dues

GARY MILLER vs. DEPARTMENT OF LABOR  
Harmful Effects of Tobacco Smoke

ROGER T. RIDDELL vs. ALASKA STATE HOUSING AUTHORITY  
C.O.L.A. Denial

ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS,  
LOCAL NO. 2404 vs. UNIVERSITY OF ALASKA  
Mediation

February 24, 1984  
Jay Barton, President

Proposed changes in the  
Public Employee Collective Bargaining Act

Summary of Position

The present law classifies University employees, both faculty and staff, in a class of public employees that may engage in a strike after mediation for only a limited time. The strike may be enjoined if it can be shown that it threatens the health, safety, or welfare of the public. If enjoined, and if impasse still exists, the University must submit to binding interest arbitration. The basic problem with interest arbitration is that it puts the resolution of exceedingly complex and important University issues relating to the relationships of the University's employees to the administration and to the public in the hands of a single party outside the system, indeed sometimes outside the State, who generally does not know or understand the special concerns of either the employer or the employees. Binding interest arbitration has historically not served the interest of the University and I doubt that it has served the long-term interest of the ACCFT.

The proposed change would remove University employees from this particular protected classification, and give them the right to unlimited strike, hence, placing both the University and the University employees in an economic risk situation were a strike to be contemplated. Many students of collective bargaining believe this to be the fairest and most effective way of utilizing the ultimate weapon of labor, i.e., the withholding of services. Unlike the situation under the present law, a strike would not be the "ritual dance" leading to binding interest arbitration and, hence, posing little economic risk for the employees or for the University. The consequences of work action become serious and are not undertaken lightly by either employer or employee. (It is important to note that under the National Labor Relations Board, private colleges and universities operate without the "protection" of binding arbitration.)

I believe this change would be in the best interest of the University and of its employees, and would lead to far more realistic collective bargaining discussions. Birnbaum, in a recent book entitled "Creative Academic Bargaining", pointed out that interest arbitration has been much criticized because of its negative impact on the negotiations. Interest arbitration can encourage the parties to enter into arbitration with high demands and low offers to gain the maximum advantage from the traditional compromise award granted by the arbitrator. It is frequent that given compulsory and binding interest arbitration the parties may be reluctant to move toward settlement because they feel they can get more from the arbitrator than they can from the bargaining table. Birnbaum says, "In this situation, arbitration, far from having the parties incur severe costs of disagreement, may, in fact, encourage them to disagree and subvert the entire bargaining process".





# federation of teachers

2533 providence, anchorage, alaska 99504, (907) 279-6722

alaska community colleges'

american fed. of teachers, local 2404, american fed. of labor - congress of industrial organizations

March 7, 1984

Dear Senate HESS Committee:

I would like to express my concern over SB467 which was introduced by Senator Sackett at the request of the University of Alaska.

This bill would remove Alaska Community Colleges teachers from class 2a of the Public Employment Relations Act. Currently, teachers are allowed to a strike after mediation. The strike may be enjoined if it has begun to threaten the health, safety, or welfare of the public. If an impasse or deadlock still exists after the issuance of an injunction, then the parties submit to arbitration.

SB467, if passed, would take away the right of teachers to a limited strike and to binding arbitration.

I have been a member of the Alaska Federation of Teachers negotiating team since negotiations began in January, 1983. Negotiations have been carried out over fourteen months. During that time, numerous unfair labor practices have been filed by the Alaska Federation of Teachers versus the University of Alaska. The University was found guilty in committing numerous unfair labor practices by:

- refusing to negotiate in good faith concerning alternate meeting places with the Union.
- engaging in bad faith bargaining, surface bargaining, and bargaining without an intent of reaching an agreement. (I would like to point out that bad faith bargaining specifically violates AS 23.40.110 which states a public employer may not refuse to bargain in good faith.)
- engaging in bad faith bargaining by demanding that the Union accept the three major proposals on compensation, workload, and Union subsidization.
- negotiating in bad faith by demanding to limit negotiating hours.
- negotiating in bad faith by insisting that three criteria, a typewriter, xerox machine, and University personnel, be present in the meeting place.

anchorage  
bethel  
fairbanks  
galena  
junEAU/duval's  
Kenai/valdez  
Ketchikan  
KODAK  
nanai  
palmer/valdez  
SITKA  
VICTOR



# Teachers to vote on strike

by Stephen J. Downes

Times Writer

The union representing Alaska's 300 community college teachers will be allowed to ask its members whether they want to go on strike.

The Alaska Labor Relations Agency, acting on a request by the Alaska Community College Federation of Teachers, ruled that contract talks between the union and University of Alaska have become deadlocked and have ordered a strike vote.

The agency also ordered mediators from the state Department of Labor to assist in the negotiations, agency attorney Bill Pauzauskie said Monday.

Pauzauskie read the agency's decision to representatives of the university and the union Monday afternoon. Under state law, a strike vote can be authorized only if the agency determines that talks have reached an impasse.

The two parties have been negotiating since January 1983, with three major issues and between 20 and 30 smaller issues still unresolved. Major issues separating the two parties include paid leave for union members, merit pay increases rather than automatic pay raises, and the number of credit hours required by teachers. The teachers have been without a contract since 1981.

Representatives from both parties will meet with Pauzauskie today to decide how the vote will be taken. It normally takes between 20 and 30 days to issue, collect and count the ballots, Pauzauskie said. The ballots will be distributed by the agency.

"We expect both parties to be

strike vote," Pauzauskie said.

The agency made a "judgment call" based on the length of negotiations, the issues, past history and the general attitude of the negotiators, Pauzauskie said.

The decision was made after a formal hearing on a strike vote last Thursday. The agency rejected an argument by university lawyer Tom Owens, who said at Thursday's hearing that state law prohibited the agency from declaring an impasse over some of the unresolved issues because they were matters of "educational policy" that the university doesn't have to negotiate.

The agency decided that it could not make a decision on those issues without a full evidentiary hearing and that Owens should have filed an unfair labor practice complaint or a motion to reconsider, instead of bringing the issue up at the last minute at the hearing.

"The defense clearly surprised everyone in the room at the hearing," Pauzauskie said.

The agency also said the university had ample time to offer a counterproposal to union demands before a meeting with a Feb. 21 meeting with a federal mediator.

Local president Ralph McGrath said the agency's decision was the correct one.

He said the university has been "consistently wrong in their arguments" and that "we've made our case."

The chances that teachers would approve a strike are good. At a union meeting Feb. 10, the union's statewide executive board and 102 of 104 rank-and-file members voted overwhelmingly to ask for a strike vote.

and mediation fails, a strike could be called at any time by the union. The only way to resolve the contract dispute after a strike is through binding arbitration.

University negotiator Evan Johnson said was disappointed with the agency's ruling.

"We feel it is a bad decision on the part of the agency," Johnson said. "We're studying our options now."

Johnson objected to the agency's refusal to hear Owens'

case, saying the time to decide on those issues is when one of the parties declares the issues to be unresolvable.

He said the agency seems to be encouraging the filing of unfair labor practice complaints.

He also said the university decided not to present counterproposals to union demands until a mediator arrived because "it was felt it would have a better chance of succeeding with the mediator here."

*Anel James*  
3-6-84

SB 467 - Relating to collective bargaining by the employees of the University of Alaska; efd.

IN YOUR FOLDER

1. The bill and sectional analysis
2. A statement from President Jay Barton
3. A telegram from the Chief negotiator for the teacher's union, Don Mohr.
4. A telegram from the Western Alaska Building trades council opposing the bill.
5. Letters from Dave Dau, Kit Vercella and Roy Reisinger, faculty of the Anchorage Community College
6. Copies of the statutes relating to the bill.

file: 88 467



# Federation of Teachers

2533 providence, anchorage, alaska 99504, (907) 279-6722

RECEIVED

JAN 1 1981

Josephson,

Sen. Joe P. Josephson  
Alaska State Legislature  
Pouch V (MS 3100)  
Juneau, Alaska, 99811

Dear Sen. Josephson:

At their last meeting, the Board of Regents of the University of Alaska passed two resolutions which adversely affected collective bargaining for part-time and full-time faculty members of the University statewide. These resolutions, number 1 and 4, denied any obligation on the part of the University and its subdivisions to recognize or bargain collectively with part-time or full-time employees or with any organization representing them and to remove full-time faculty from category 2 (binding arbitration) of the Public Employment Relations Act.

The labor community vigorously objects to this effort on the part of the University Administration to attempt to block the rights of its part-time faculty to collectively bargain, a right long revered in the U.S. and Alaska law.

We are attaching a copy of the resolution which has been adopted by the labor community and which was submitted to the Governor to request that the part-time and full-time faculty of the University of Alaska be allowed to continue to collectively bargain, and to participate in those labor processes long a part of the Alaska Public Employees Relations Act.

We would like to urge your support for the labor resolution and to oppose the arbitrary ruling by the University of Alaska administration.

Thank you for your consideration in this important issue, and we hope to hear from you.

Very truly yours,

*Ralph Mc Grath*

Ralph McGrath  
President, Local 2404

alaska community colleges'

american fed. of teachers, local 2404, american fed. of labor - congress of industrial organizations

- anchorage
- bethel
- fairbanks
- galena
- Juneau/douglas
- Kenai/Soldotna
- Ketchikan
- Kodiak
- Nome
- Palmer/Wasilla
- Sitka
- Valdez

Attachment: Resolution

RESOLUTION

WHEREAS the University of Alaska is a part of the executive branch of government and a public entity within the meaning of the Alaska statutes and

WHEREAS we, the undersigned, represent more than 20,000 working men and women in the state of Alaska who pay taxes and contribute work; public and civic activities, and participation in our democratic processes and

WHEREAS the legislature, after due and careful consideration, passed AS 23.40 et. seq. stating that joint decision-making is a modern way of administering government, and that where public employees have been granted the right to share in the decision-making process they have become more responsive and better able to exchange ideas and information on operations with their administrators, and

WHEREAS, the legislature found the enactment of positive legislation establishing guidelines for public employment relations is the best way to harness and direct the energies of public employees eager to have a voice in determining their conditions of work, to provide a rational method of dealing with disputes and work stoppages, to strengthen the merit principle where civil service is in effect and to maintain a favorable political and social environment, and

WHEREAS the legislature found it was in the State's interest to promote harmonious and cooperative relations between government and its employees and to protect the public by recognizing the right of public employees to organize for the purpose of collective bargaining and requiring public employers to negotiate with their employees and

WHEREAS Governor Bill Sheffield has stated that his goals for Alaska is to encourage collective bargaining for public employees and employers, and

WHEREAS the University of Alaska, has continually opposed this mandate by the legislature and Governor and

WHEREAS the University of Alaska has been found guilty by the Alaska State Labor Relation Agency of numerous unfair labor practices including engaging in discriminatory practices against employees for their belief in their union organization and engaging in bad faith bargaining for the purpose of frustrating the collective bargaining process and

WHEREAS there have been part-time employees employed at the University of Alaska for many years without rights to express their views in their employment and

WHEREAS the issue of part-time employees organizing has been delayed by the University of Alaska before the Alaska Public Labor Relations Agency for over three years on the pretense that the existing regulations needed to be changed to allow greater participation in the selection of a bargaining representative by these employees and

WHEREAS these part-time employees have been purposefully exploited by the University of Alaska and at a time when the Alaska State Labor Relations Agency is finally formulating regulations allowing them to select a bargaining representative, the University of Alaska has passed a resolution requesting the Governor and the legislature to exempt these employees from coverage under the State Labor Relations Act and

WHEREAS this act has been made in bad faith after frustrating the rights of these part-time employees so that they may exercise the right to select or not select a bargaining representative and

WHEREAS all working people in the public sector who have a commitment to their job should be permitted coverage under the State Labor Relations Act to exercise those rights set forth



MACHINISTS LOCAL 601

By: [Signature]

PILEDRIVERS LOCAL 2520

By: [Signature]

UNITED FOOD AND COMMERCIAL  
WORKERS LOCAL 1496

By: [Signature]

TEAMSTERS LOCAL 959

By: [Signature]

ALASKA COMMUNITY COLLEGES'  
FEDERATION OF TEACHERS  
LOCAL 2404

By: [Signature]

ALASKA FEDERATION OF  
TEACHERS

By: [Signature]

PUBLIC EMPLOYEES LOCAL 71 AFL-CIO

By: [Signature]

by the legislature in the passage of our public employees collec-  
tive bargaining act and

WHEREAS the University of Alaska also passed a resolu-  
tion requesting the Governor and the legislature to remove bind-  
ing arbitration on collective bargaining agreements from teachers  
at the University including community college teachers who pre-  
sently are represented and

WHEREAS the purpose of this resolution is to force  
teachers at public institutions to strike for a fair and equit-  
able resolution to their contract thereby effecting not only the  
rights of the teachers, but the public as well and

WHEREAS such a course of conduct is reprehensible and a  
drain upon the public resource of the state and not in the best  
interest of the citizenry of the state or its tax payers and

WHEREAS the University of Alaska has employed a law  
firm named Owens & Turner which is known in the community as a  
union busting, and anti-collective bargaining firm and

WHEREAS the University of Alaska has paid this firm  
from public funds in a little over two years the sum of  
\$344,189.00 to frustrate employee rights as expressed under our  
state law and

WHEREAS as taxpayers we believe that this is not in the  
public interest and is detrimental to progressive government,

THEREFORE be it resolved as follows:

1. That the Governor and the legislature know that the  
thousands of employees represented by the undersigned oppose any  
change whereby binding arbitration is removed as a last step in  
resolving disputes over contracts between the University of  
Alaska and its employees.

2. That the undersigned oppose any law exempting  
part-time employees at the University of Alaska or its subdi-

visions from expressing their right to select or not select an organization of their choosing for collective bargaining purposes.

3. That the Governor and the legislature investigate the thousands of dollars paid to the firm of Owens & Turner to defend the University in their violations of state law from their denial of employee rights.

BE IT RESOLVED this 13th day of November 1983 at Anchorage, Alaska by

WESTERN ALASKA BUILDING  
TRADES

By: Richard A. Belvas  
Its President

By: Allen P. Pelt  
Its Secretary

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1547

By: Don C. Harrison

IRONWORKERS LOCAL 751

By: John A. Abshire

PLUMBERS LOCAL 367

By: Donald P. Wiggins

SHEETMETALWORKERS LOCAL 113

By: Donald P. Wiggins

CARPENTERS LOCAL 1281

By: Paul J. Jones  
J. W. [unclear]

BOILERMAKERS LOCAL 498

By: David G. Glen

HOTEL & RESTAURANT EMPLOYEES  
LOCAL 878

By: Donald G. Paulson

ROOFERS LOCAL 190

By: Ray M. Brown

PAINTERS LOCAL 1140

By: Rudolph [unclear]

BRICKLAYERS LOCAL 1

By: Roger A. Ferris

LABORERS LOCAL 341

By: Monro Foy

OPERATING ENGINEERS LOCAL  
302

By: Joseph E. Jean

PUBLIC SAFETY EMPLOYEES  
ASSOCIATION

By: Edward J. Nastic

ASBESTOS WORKERS LOCAL 97

By: P. T. (Bud) Peterson

CEMENT FINISHERS LOCAL 867

By: Allen Pelt



**Anchorage Community College** *A Unit of the University of Alaska System*

February 13, 1984

As a ten year faculty member at Anchorage Community College I would like to express to you my concern over the status of the current contract negotiations between the Alaska Community Colleges Federation of Teachers and the University of Alaska.

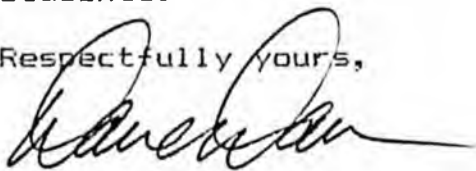
I would like to bring to your attention the fact that these negotiations have been underway for over fourteen months. During those fourteen months the University has consistently engaged in surface and bad faith bargaining. The University has been found guilty of unfair labor practices by the State Labor Relations Agency on six separate occasions. The University has expended nearly one-half million dollars of the taxpayers' money in attorney's fees in their attempts to sabotage the collective bargaining process.

The community college teachers throughout the state have been working without a contract for over ten months since March 31, 1983. During that time the University and the teachers were required to honor the provisions of the contract which expired on March 31, 1983. The teachers have done so. The University however, has arbitrarily denied all community college bargaining unit members the lane and step pay increases to which we are entitled under that contract. They have attempted to justify this action with deceitful budget juggling and deplorable rationalizations.

The University posture at the bargaining table has been characterized by stalling and surface bargaining. Their proposals have been clearly indicative of a union busting effort rather than an honest and sincere attempt to arrive at a fair negotiated contract.

I encourage you to look into this matter and to bring pressures to bear upon President Jay Barton and upon the Board of Regents to begin negotiating in good faith immediately. Hopefully such action could avert the disruption of the semester for our students.

Respectfully yours,



Dave Dau

**Anchorage Community College** *A Unit of the University of Alaska System*

February 22, 1984

Dear Senator Josephson:

I am writing to express my deep concern over the potential ill effects of Senate Bill 467. The bill was introduced by Senator Sackett *at the request of the University of Alaska's Board of Regents.*

As I understand the wording of the bill it would remove employees of the University from chapter two of the Public Employee Relations Act. The effect of this would be to eliminate the right to a limited strike and binding arbitration.

Presently the right to a limited strike and binding arbitration is the only protection these employees have from the arbitrary and unfair labor management practises which are characteristic of the Board of Regents and the University administration.


In the ten years that I have been teaching at Anchorage Community College the University administration has consistently conducted itself unfairly. The University has been repeatedly found guilty of unfair labor practises by the Alaska Labor Relations Board. The University administration has an on-going history of refusing to honor the collective bargaining agreements they have been a party to and has repeatedly made arbitrary decisions resulting in a profusion of grievances. At the bargaining table the University has consistently stalled and refused to bargain in good faith.

The introduction of this bill at the request of the University Board of Regents must be seen as one more ploy to sabotage and circumvent the collective bargaining process. This is just one more example of University administrative action which is contrary to the well being of the employees and students of the system.

In short, without the right to a limited strike and binding arbitration things would be pretty grim for the employees of the University of Alaska.

Please be aware that this bill is unacceptable and work against its passage.

With respect,



Dave Dau



2-22-84

Dear Senator Josephson:

As a ten-year faculty member at ACC, I am appalled that Sen. Sackett, at the request of the University, introduced legislation to remove University employees from Chapter Two of PERA. Under the provisions of PERA, Alaska's community colleges have developed into the most productive & cost efficient units within the University system — free from the instability & capriciousness of the University administration.

The bill introduced by Sen. Sackett would clearly replace the progressive quality of community college education with unstable & unaccountable University mandates.

As a professional educator with a commitment to quality education, I implore you to immediately kill this legislation.

Respectfully,

Kit J. Verceña  
Dept. of Economics

2630 Forest Park Drive  
Anchorage, AK 99503  
2 Mar 84

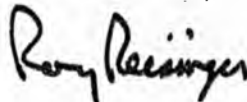
Senator Joe Josephson  
Pouch V,  
Juneau, AK 99811

Dear Senator Josephson:

I am writing in regard to SB 467 that would take University of Alaska employees out of Chapter two of the Public Employee Relations Act (PERA). I have been a counselor at Anchorage Community College for eleven years, and although I have not been an active union member I must reluctantly admit that our union is still an unfortunate necessity here. Even more importantly, our right to a limited strike and binding arbitration has, in the past, been the only way we have been able to secure a contract. It may prove to be our only remaining resort this Spring, as negotiations are essentially stalled after over a year of bargaining.

Under the present system, the only people really hurt in the event of a short strike are teachers: not the students, not administrators, and certainly not the university attorney, who has made several hundred thousand dollars from the protracted negotiations. PERA is the only protection we have, and I urge you to leave us that protection.

Yours truly,



Roy Reisinger

RECEIVED

February 24, 1984  
Jay Barton, President

Proposed changes in the  
Public Employee Collective Bargaining Act

Summary of Position

The present law classifies University employees, both faculty and staff, in a class of public employees that may engage in a strike after mediation for only a limited time. The strike may be enjoined if it can be shown that it threatens the health, safety, or welfare of the public. If enjoined, and if impasse still exists, the University must submit to binding interest arbitration. The basic problem with interest arbitration is that it puts the resolution of exceedingly complex and important University issues relating to the relationships of the University's employees to the administration and to the public in the hands of a single party outside the system, indeed sometimes outside the State, who generally does not know or understand the special concerns of either the employer or the employees. Binding interest arbitration has historically not served the interest of the University and I doubt that it has served the long-term interest of the ACCFT.

The proposed change would remove University employees from this particular protected classification, and give them the right to unlimited strike, hence, placing both the University and the University employees in an economic risk situation were a strike to be contemplated. Many students of collective bargaining believe this to be the fairest and most effective way of utilizing the ultimate weapon of labor, i.e., the withholding of services. Unlike the situation under the present law, a strike would not be the "ritual dance" leading to binding interest arbitration and, hence, posing little economic risk for the employees or for the University. The consequences of work action become serious and are not undertaken lightly by either employer or employee. (It is important to note that under the National Labor Relations Board, private colleges and universities operate without the "protection" of binding arbitration.)

I believe this change would be in the best interest of the University and of its employees, and would lead to far more realistic collective bargaining discussions. Birnbaum, in a recent book entitled "Creative Academic Bargaining", pointed out that interest arbitration has been much criticized because of its negative impact on the negotiations. Interest arbitration can encourage the parties to enter into arbitration with high demands and low offers to gain the maximum advantage from the traditional compromise award granted by the arbitrator. It is frequent that given compulsory and binding interest arbitration the parties may be reluctant to move toward settlement because they feel they can get more from the arbitrator than they can from the bargaining table. Birnbaum says, "In this situation, arbitration, far from having the parties incur severe costs of disagreement, may, in fact, encourage them to disagree and subvert the entire bargaining process".

# ALASKA STATE SENATE

JOE P. JOSEPHSON  
DISTRICT G - ANCHORAGE  
1526 F STREET  
ANCHORAGE, ALASKA 99501  
(907) 277-4419



WHILE IN JUNEAU  
POUCH V  
JUNEAU, ALASKA 99811  
(907) 465-4907  
(907) 465-4525

COMMITTEES  
HEALTH, EDUCATION & SOCIAL SERVICES (CHAIR)  
JUDICIARY (VICE-CHAIR)  
FINANCE  
MAJORITY CAUCUS (CHAIR)

February 27, 1984

Mr. Dave Dau  
Anchorage Community College  
2533 Providence Avenue  
Anchorage, Alaska 99508-4670

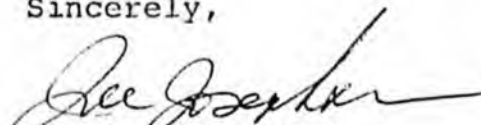
Dear Mr. Dau:

Your letter of February 13 concerning collective bargaining rights of teachers of the community college is acknowledged with my thanks.

Legislation concerning collective bargaining rights of community college teachers will be heard by the Senate Health, Education and Social Services Committee on March 7, as I advised Marilyn Carpenter the other day. I will retain your letter for reference of the Committee at that time and will be sure that a copy will be in the folder of each committee member.

With best wishes, I am

Sincerely,

  
Joe P. Josephson  
State Senator

JPJ:rak



**Anchorage Community College** *A Unit of the University of Alaska System*

February 13, 1984

As a ten year faculty member at Anchorage Community College I would like to express to you my concern over the status of the current contract negotiations between the Alaska Community Colleges Federation of Teachers and the University of Alaska.

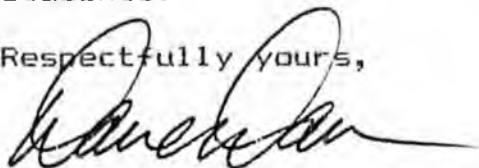
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Dave Dau



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February 22, 1984

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In short, without the right to a limited strike and binding arbitration things would be pretty grim for the employees of the University of Alaska.

Please be aware that this bill is unacceptable and work against its passage.

With respect,



Dave Dau

TO: Nancy  
FROM: Senator Josephson  
DATE: February 27, 1984

RE: Material for March 7 HESS hearing

Please put a copy of the letter from Dave Dau concerning the community college collective bargaining in the applicable bill folder for consideration at the March 7 HESS hearing.

Also there was a report from the State Labor Relations Agency summarizing its actions and in that report, a copy of which I do not have at hand, there were numerous references to cases from the campus of the Anchorage Community College which went to the Labor Relations Agency for review. Please contact a member of the Labor Relations Agency or a representative thereof and request that, first, someone from the agency be present at our hearing and second, that our folders contain the applicable material of cases going from the community college to the Labor Relations Agency in showing what findings were made in each case so that the Committee can determine whether, as far as the agency is concerned, most of the collective bargaining problems have been management problems or labor problems (union problems).

Thank you.



*Eleanore Andrews*

*unfair labor practices finding*

*Staff of LRB*