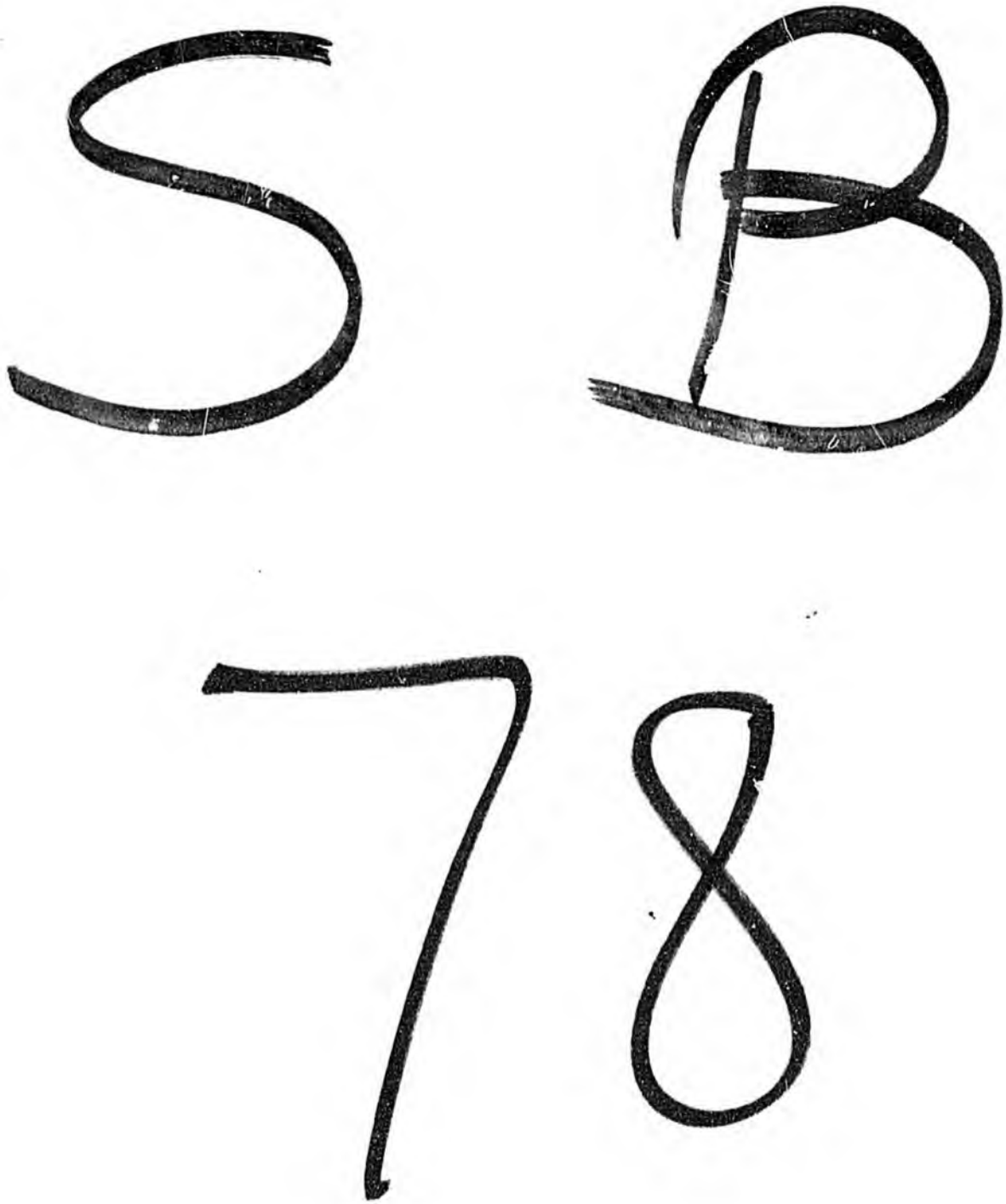
SB
78

SECTION ANALYSIS

CS FOR SENATE BILL NO. 78 (HESS)

Section 1: Adds a new section 14.20.540 DECLARATION OF POLICY

This policy statement indicates support for the principles of collective bargaining in public schools and is similar to that contained in the Public Employee Relations Act which emphasizes that joint decision-making more fully utilizes the resources of employees and enhances the potential for harmonious and cooperative relationships in public education.

Section 2: Amends AS 14.20.550

(a) Provides that noncertified employees shall have the right to negotiate their terms and conditions of employment. This is the only group of public employees in the State of Alaska who do not have access to collective bargaining through a statutory provision.

(b) Defines certificated employees and provides guidance to the Labor Relations Agency in the event there must be a determination as to an appropriate collective bargaining unit. Specifically excluded are superintendents of schools, assistant superintendents, and others who clearly have administrative responsibility within the school district structure.

Section 3: Amends AS 14.20.555

(a) This amendment clarifies current provision that there may be regional coordinated bargaining between multi REAA's if they opt to do so. In the event there is that option to do so then the separate bargaining units, teacher units, noncertified employees, and/or certificated administrative units can bargain independent of each other. This provision does not require that there be coordination of bargaining nor does it require that all employees be in a single unit.

Section 4: Repeals and Reenacts AS 14.20.560

(a) Grants specific authority to the Educational Employees Labor Relations Agency to make determinations in defining an appropriate collective bargaining unit in the event there should be a contest or dispute regarding same.

(b) Establishes procedures by which there may be an election to determine the bargaining agent and requires that there be at least a 25% of the employees in the proposed unit "showing of interest" by petition in order for the Labor Relations Agency to investigate and determine regarding the appropriate unit and bargaining agent.

(c) Provides that there may be no more than one representation election in a given twelve month period. This provides for stability in the collective bargaining relationship.

(d) This is enabling legislation which provides for a mutual consent process to recognize a bargaining unit.

(e) This provision provides that a competing organization may challenge an incumbent bargaining agent only during the ninety day period immediately prior to the expiration of a collective bargaining agreement. Again, this fosters a stability in the labor relationships. It also provides that an incumbent may not bar a competing organization from challenge through the collective bargaining agreement for a period longer than three years.

(f) This section provides that the noncertificated employees and certificated administrative employees may have, by their own petition, bargaining units separate from the traditional teacher certificated employee units upon presentation of a petition with 25% of their potential unit requesting same.

Section 5: Adds a new section AS 14.20.565 NEGOTIATION MEETINGS

(a) This section provides for the commencement of bargaining on the initiative of either the employer or the employees.

(b) This section provides that the actual bargaining may take place in executive session but all agreements must be done in a public meeting of the school board.

Section 6: Amends AS 14.20.570

(a) Provides that either party may request mediation in the event that good faith negotiations has failed to produce an agreement.

(1) Provides that the parties shall seek assistance from the United States Federal Mediation and Conciliation Service and shall notify the Educational Employees Labor Relations Agency of this request.

(2) Provides that the mediator shall conduct the meetings between the parties in an effort to resolve the dispute.

(3) Provides that each party may have a team of representatives present to present their position on the issues in dispute to the mediator.

Section 7: Repeals and Reenacts AS 14.20.580

(a) Provides that the mediator shall notify the Educational Employees Labor Relations Agency if the parties reach agreement or when the mediator determines that resolution of the dispute is not possible through mediation. Subsequent to this notice there shall be a ten day cooling off period during which, of course, the parties may continue to negotiate if they so choose.

Section 8: Adds a new section AS 14.20.581 LOCAL OPTION

(a) PROVIDES THE RIGHT OF THE SCHOOL BOARD TO MAKE A DETERMINATION AS TO WHETHER THE EMPLOYEES SHALL HAVE ACCESS TO LAST BEST OFFER MEDIATED ARBITRATION OR THE RIGHT TO STRIKE AS THE NEXT STEP BEYOND MEDIATION. IT FURTHER PROVIDES THAT THE SCHOOL BOARD SHALL CONDUCT PUBLIC HEARINGS PRIOR TO THEIR DETERMINATION AND THAT THE RESOLUTION BY THE BOARD SHALL BE ADOPTED PRIOR TO THE COMMENCEMENT OF MEDIATION.

(b) Provides that the resolution of the school board is binding throughout the course of that round of negotiations. However, the parties can mutually agree to change the school board resolution.

AS 14.20.582 EMPLOYEE STRIKES

(a) Provides that if the resolution of the school board is for the strike option such a strike may take place if a majority of the employees who are members of the bargaining agent elect to do so.

(b) Provides that a school board is not required to participate in arbitration if the employees elect not to strike. However, the parties may continue to seek assistance from the Educational Employees Labor Relations Agency in the resolution of the dispute.

(c) Provides that in the event of a strike it can be enjoined in Superior Court if the petitioner can demonstrate that the strike threatens the health, safety, or welfare of the public. If the court enjoins such a strike as part of the order the parties shall submit to arbitration described in the law.

(d) Provides that the Labor Relations Agency shall establish the procedures for the conduct of a strike vote.

As 14.20.583 ARBITRATION

(a) Defines the arbitration procedure to be last best offer mediated arbitration. It also provides that the parties shall attempt to secure an agreement as to the procedure to select the arbiter. If they are not successful the Educational Employees Labor Relations Agency shall direct the use of the services of either the Federal Mediation and Conciliation Service or the American Arbitration Association in the selection of the arbiter who must be a resident of the State of Alaska.

(b) Defines the mediated arbitration procedure to be one in which the arbiter receives the last best offers of the party, conducts a hearing receiving evidence and testimony by either party, may make proposals for the resolution of the dispute and, on the request of the arbiter or either party, may conduct a public hearing pertaining to the dispute after which the arbiter may receive revised last best offers from the parties.

(c) Provides criterion which shall guide the arbiter in making a determination.

(d) Provides that the arbiter shall adopt, without modification, the last best offer of one of the parties and that this shall constitute a final and binding decision.

(e) Provides that the parties shall share the cost of the arbitration process.

AS 14.20.584 ARBITRATION AWARD

(a) Provides for confirmation of an arbitration award in Superior Court.

(b) Provides the basis on which an award may be vacated.

(c) Provides further criterion relative to vacating an award.

(d) Establishes a timeframe under which application for vacating an award must be made.

(e) Establishes procedures in the event the court orders that the award or part of the award be vacated.

(f) Provides for confirmation of the award if it is not vacated.

AS 14.20.585 MODIFICATION OR CORRECTION OF AWARD

(a) Provides a timeframe under which application should be made to modify or correct an award, and subparagraphs numbers 1, 2, and 3 establish the criterion under which an award may be modified.

(b) Provides that the court shall confirm an award after modifying the award.

(c) Provides that the modification or correction of an award can also be part of the application to vacate an award.

Section 9: Amends AS 14.20.590 GRIEVANCE PROCEDURES

This change makes the grievance procedure language which has been in the statute applicable to the employees covered by the statute. This now includes classified employees.

Section 10: Amends AS 14.40.600 INDIVIDUAL RIGHTS

(a) Is the same language that is currently in the statute.

(b) Establishes the Educational Employees Labor Relations Agency as the administrative body to insure the rights of non-members having bona fide religious convictions.

Section 11: Adds a new section AS 14.20.605 EDUCATIONAL EMPLOYEES LABOR RELATIONS AGENCY

(a) Establishes the agency of five persons, three of whom are the current members of the State Labor Relations Agency, with the additional two members to be appointeed by the Governor from lists submitted by NEA-Alaska and the Alaska Association of School Boards.

(b) Provides for compensation for legitimate expenses of the Agency.

(c) Provides that the Agency may employ staff for the purpose of carrying out its responsibilities under the law.

AS 14.20.606 POWER TO IMPLEMENT NEGOTIATIONS

(a) Gives the Educational Employee Labor Relations Agency responsibilities similar to those under the Public Employee Relations Act by reference for the purpose of investigating and making determinations which pertain to unfair labor practices.

(b) Defines the unfair labor practices by reference consistent with those practices which are defined in the Public Employee Relations Act.

Section 12: Amends AS 14.20.610 to clarify that the school boards decision-making responsibilities pertain to those matters covered under educational policy.

Section 13: Defines the timeframe within which the school board shall make its determination relative to the dispute settlement procedure, right to strike, or last best offer mediated arbitration and that this decision shall be made within ninety days of the effective date of the Act.

Section 14: Preserves the stability which is governed by current collective bargaining agreements and preserves the exclusivity of bargaining agents at the time of the effective date.

Section 15: Provides for an immediate effective date.

Negotiations Dispute Settlement Procedures, Page 1

Current Law. Bargaining
AS 14.20.—

Commence Negotiations
↓
Impasse
↓
Mediation
↓
Gov may appoint Voluntary Advisory Arbitrator
↓
and/or

AK Supreme Court has determined (8/82) that Public School teachers do not have the right to strike.

Public Employees PERA
AS 23.40.—

Commence Negotiations
↓
Impasse
↓
Mediation
↓

Essential Service Employees (a)(1)	Limited Essential Service Employees (a)(2)	All other Public Employees
↓	↓	↓
Arbitration	Right to Strike	Right to Strike
↓	↓	↓
Agreement	If Strike Enjoined → Arbitration → Agreement; Agreement	Agreement

SB 78

Places certificated Public School Employees in essential services category (a)(1)

Places non-certificated Public school employees in limited essential service category (a)(2)

Note: SB 104 places non-certificated employees in (a)(3)

Negotiation Dispute Settlement Procedures, page 2

CS SB 78 (admin) Reviser AS 14.20 –

Commence Negotiations
↓
Impasse
↓
Mediation
↓
10-day Cooling Off Period
Board Resolution determines dispute Settlement process

OR ↓ OR

- Unlimited Strike
  - Agreement
  - If Strike Enjoined → Mediated/Arbitration → Agreement
- Limited Strike (45-days)
  - After 45 days → Mediated/Arbitration → Agreement
  - If Strike Enjoined → Mediated/Arbitration → Agreement
- Mediated/Arbitration → Agreement

CS SB 78 Reviser AS 14.20 –

School Resolution to determine dispute Settlement option within 90 day of effective date of law.

- Limited Strike (21 days)
- Mediated Arbitration

↓
Commence Negotiations
↓
Impasse
↓
Mediation
↓
10-day Cooling off

- If → Limited Strike
  - If Strike Enjoined → Mediated/Arbitration → Agreement
  - After 21 days → Mediated/Arbitration → Agreement
- If → Mediated/Arbitration → Agreement

Model

Commence Negotiations
↓
Impasse
↓
Mediation
↓
Mediated Arbitration by Last Best Offer Item by Item
(the process to commence no later than 60 days prior to Expiration of the Agreement)
↓
Agreement
(before 30 June)

Bill No. Senate Bill 78

Date February 18, 1983

Title "An Act making the Public Employment Relations Act applicable to employees of school districts; and providing for an effective date."

Contact: Judy Knight
465-2700
Robert J. Bacolas, Sr.
465-4870

This legislation would permit certificated and non-certificated employees of school boards or districts to enter into collective bargaining. Further, it mandates PERA coverage for certificated employees.

Section 1. AS 23.40.200(b) prohibits certificated employees of the school district from engaging in a strike and provides for injunctive relief or other appropriate relief through the courts if said employees strike or the threat of a strike is imminent. Compulsory arbitration is required when an impasse is reached in collective bargaining and mediation fails to resolve the impasse.

Section 2. AS 23.40.200(c) permits non-certificated employees of the school district to engage in a strike after mediation for a limited time. Provides for injunctive relief through the courts when the strike action threatens the health, safety, and welfare of the public. Requires compulsory arbitration if an impasse still exists after an injunction is issued by the courts.

Section 3. Adds a new section which would prohibit a school board or a municipality from rejecting having the provisions of the PERA apply to its relations with its certificated school employees. School boards could still exercise opt-out provisions for non-certificated employees.

Section 4. AS 23.40.250(5) defines public employees to include certificated and non-certificated employees of school districts.

Section 5. AS 23.40.250(6) defines a public employer to include without limitation a city, borough, school district, school board, public and quasi-public corporations, housing authorities or any other lawful authority, for a designated agent of the public employer to act in its interest.

Section 6. AS 23.40.250 defines a school district as including a regional educational area.

POSITION PAPER/Department of Labor

Section 7. AS 14.20.550 - AS 14.20.610. Repeal of these statutes would transfer the jurisdiction over collective bargaining, negotiation, and mediation from the Department of Education under Title 14 to the Public Employees Relations Act under Title 23 and repeal the case law established in Kenai Peninsula Borough School District v Kenai Penninsula Education Association.

Section 8. Collective bargaining units, agreements, and recognition of bargaining representatives in existence upon the effective date of this act shall remain status quo.

Collective bargaining in the public sector is a complicated and unique field of labor law. It is envisioned that the demands placed on our department with this legislation will be substantial based upon the interest conveyed to this department by this class of employees and by unions and employee organizations. There are 53 school districts within the state of Alaska (including REAAs). We are only able to identify four of these districts that are presently organized or that have a collective bargaining agreement with a union or an association. Those are Fairbanks, Kenai, Juneau and Anchorage. The Department of Labor may expect to be acting as Labor Relations Agency for 53 separate school districts involving approximately 6,700 certificated and possibly 4,600 non-certificated employees, for a total of 11,300. The department does not have the staff or the financial resources to assume the expanded services inherent in Senate Bill 78 without the funding requested in the fiscal note.

The department supports the concept of collective bargaining for both certificated and non-certificated employees. However, the costs associated with this bill are significant. This Administration feels that the responsibility for administering the labor relations activities inherent in this bill should be placed at the local level, and this department concurs with the specific recommendations provided by the Department of Education.

APPROVED:

Jim Robison
Commissioner
Department of Labor

4/2

3/3 78

Joe, Pappy, Paul, Rick, Vic

Eleanor Anderson - Dept. of Admin.

Thinks they are not that far apart from NEA

Don't like district picking captains following

Gene Hale - DOE

Bob Manners - NEA

Comparison PERA - proposals

4:00 - Friday

23.40

March 7, 1983
SB 97 - SB 78

Jan, Halford, Vic

SB 97 - Approp. to Bethel Social Services, Inc.
Sen. John Jackett - can't operate on existing funds appropriated in FY 82. John Carrin, Assoc. of Children's Homes, provided wrong figures for cost of care.
- current rate $75.52 / day
- requests $115.00 / day
rates fluctuate greatly around the State.
Error made in Finance Committee

motion Halford - move the bill

SB 78

Sen. Bruce - Assoc. of Alt. Sch. Bds.
why are we interested in Binding Arb.? Was the Lincoln Hills supplement to stimulate Binding Arb. Has not worked in other States.
SB 55 - Legis. Wants to look at other collective bargaining agreements - not enough of them here.
No distinctions are placed in binding arb. based on - Ind. of Dispute, nature of Admission, degree on track record of settlement before & during bargaining

Jac - would you oppose a delaying right to strike?
No. People have right to strike if they want to regardless of legal status. Would support Hoyle over option.
Motive to go into Fact finding because you have obtained a base - extended your Alternate Contract by other a Statute in title 14.

Halford What about local school district options?

there needs to be more options, also on what points is the decision made - and can it be changed

Shepard What limitations on bonding are? If any changes are made here, it will affect all in classified PERA

- Leaders tend to bargain other kinds of issues than annual PERA

Craig Bringham - Director Labor Relations
Dept. of Admin.

- Had hoped to bring Validity Statement of Cost but it was not complete. Many Statements made by Bill Drews

Admin. ~~Supports~~ feels there are different types of Pub Employees w different bargaining needs all listed Pub Employees should be recognized in Title 14

Sara Swing - PERA

Craig Bringham's testimony in favor
Mayhan heard of separate taxes for teachers and considered being treated differently than other employees.

Fiscal Note Discussion

Joe HB 104 - Bill Ray

Section 1 added county Attorney in election to vote for PS representation.

SB 78
2-21-83

Josephson, V. Fischer, P. Fischer, Mass, Halford.

Steve Hole - DOE

St. Bd of Ed voted 4-2 opposing bill.

Gov. does not yet have a firm position on bill. Did support binding arb. but must give credence to State Ed. Bd. decision.

Joe concern of Board?

Substance of discussion - not convinced that present system is so bad it needs this severe of a change. Only one dispute unresolvable. Court said no right to strike

Vic "draconian measure"? Why?

Board didn't talk about binding arb. only this bill.

Edwards, Conny voted for

Paul Where does depart?

Now for DOE - in Labor (Title 23) PERA

Collective bargaining in 1973 enacted. currently 53 school dist. (incl. REAA)

Sherri Shelley APEA

favors bill.

Sec. 4 - attend. rights to classified employees. No remedy except going to court - time consuming & expensive. Should be treated like other pub employees.

Vic what frequency?
P.O.L. answers letter.

Paul given choice?
Advice binding arb. - doesn't interrupt services to public

Dan Kantzow - ~~AASA~~ waives sch. admin. - N. Slope Sch. Dist.
School Bd. should make policy, esp. in the area of budgets. Giving decision to 3rd party will cause fiscal management problems.

Art Woodhouse AASA - Supt. Sitka Sch. Dist.
Was in Michigan, had binding arb. Witnessed financial difficulties resulting from B. Arb. Can surrender decision & live in district, no financial resp. Need prudent, conservative people - prob. w/ long range planning with declining revenues.

Joe What if Legis. gave right to Strike to teachers?

Where is evidence that another tool is needed? Have a successful record (NEA)

Dan Manners NEA-Alaska
#1 priority for years. Disrupted collective bargaining w/ no strike clause. Need a fair and equitable process. No finality in laws as written. Presence of arb. will strengthen bilateral agreement.

Historically purposes effective awards

statistics are that awards are close to other settlements.

arbitrators use comparability, don't want to get into new areas. Want an early resolution.

Joe How to work in area of no salary?

conceivable, upset in arb. procedure, each side must present problem. Likelihood of that is slim.

Joe Impasse/deadlock?

Nothing precludes effort to reach agreements while in arb.

Vic package or line arb?

provides latitude for parties to define arb. procedure. Conventional type in Mich.

Paul arb. award no diff. than settlement then why the need?

Some sch. dist. not as interested as others.

Paul what about arbitrator being president of area?

Neutral party must have appropriate skills.

Paul looking for Equality? What about tenure?

Not the same issue but "just cause dismissal" and some rights as other types of Employees.

Moss Fiscal note. Assumptions made in DOL F.N.
1. inflation 6% yr.
2. Effect. date
3. 26 dist. Contracts up yearly
4. ½ sch. dist. will file unfair labor practices per yr.

Joe very high costs ½ million.

Moss don't agree w/ assumptions. Need more accurate fiscal info.

Manners ⅓ to ½ bargain a yr. presumes a dispute in all, figures seem too high.

✳Joe ask OMB for fiscal note info

Rentrack - what about costs to other departments?
Alaska in better shape than other States, teachers have done exceptionally well.

Moss - heading back to S.O.S. If D.O.L. gets into powers of this are we heading back to SOS?

Rentrack

Comm. Robinson (Juneau) D.O.L.
looked back on history of unfair charges to make assumptions for fiscal note.

Moss still must be reviewed by OMB - What are they doing since Feb 3rd date?

Joe what you're saying is that these assumptions are guessing ONLY and that it could be much higher or lower? Yes.

Can you get us figures on other bargaining units in State using PERA? Yes

Paul contracted services for what?

hearing officers from D.O.L. Can use D.O.L. free arbitration services or hire outside person. Each side pays half the costs of arbitrator.

Joe In preparing fiscal note

Merle Shelley — also represent FBKS N.S. Borough. Use binding arb. only for unfair labor practices. PERA would not make the threat to get Classified Employees organized. (particularly in rural Alaska).

Joe will hold for more info from OMB.

Sec 3 pg 2. - AREA -

A federal lands
survey unit project...
with certificated

water above
non-certificated

(adjudication / water
rights complete)

adjudication etc (P.)

Sec 5 - technical differences. - stability in relationship.
(e)(f) substantially the same.

NEA Sec 6 - con Sec 7:
(A)(B)(C) the same
both allow more than 5 people on teams.

NEA Sec 8 - con Sec 9:

pg. 6 the school bd. shall decide, after public hearings, the arbitrations to the right to strike by written resolution.

... if the majority of the members of the bargaining agent (negotiating unit?)

line 13-15

Nea (b) - con (c)

Connecticut - "last best offer"

New pg 7 - criteria for arbitrators from Conn. (good stuff)

School board problems
1) what is negotiable (Kenai decision reference)
2) board makes final decision on ed. policies.

NEA Bill

Merge Connecticut statute - "last best offer"

2 opportunities for "l.b.o."

1) Beginning

2) Later

ECEA - CEA - gov shall appt 2 additional members to ~~NEA~~ bill

for — School bd. make initial decision, may change last not during final 90 days

if strike

1. must meet
2. either party can request mediation
3. if still impasse → 4th CEA
4. 10 day cooling off
5. strike < arbitration → last best offer
   < 6 point — injunction → arbitration
6. forum invoked in court

SENATE COMMITTEE OBSERVER/WITNESS SIGN-UP SHEET

DATE: 4/29/83 SPONSOR:

SUBJECT(S): SB 78 Burglary Restitution

NAME	REPRESENTING	ADDRESS	PHONE	Observer	Witness		
Hugh Stringham	DOA	State Off Bldg	465 1403		✓		
Bill Mannos	WSA	[illegible]	556-3050		↘		

4/29/13
SB 78

Joe, Rick, Peggy, Paul

Greg Stringham - Dir. Labor Relations - Admin

Joe Critical question - whether school bd. may select finalizing option?
- only one of the issues

differences of opinion in role of school board and the Dist —
School board has upper hand - no role after negotiation.
Cert pulls after 10 day cooling off - during that period, the board can look at all options and decide on Final/Last Offer or arbitration. The advantage in accepting last Final Offer for board

Joe Conduct of union board or ground rules set out before mediation. Source of these options in recog

In collective bargaining boards feel they have mandate of people

Error - pg 6, line 4 [un] limited
STRIKE

5/2/83

CS SB 78 - Binding Arb.

Joe, Vic, Phil, Rick

Guy Stringham - Dept of Admin. Labor Relations
- no difference in end result of bills

issues in conflict:

1. When the Board makes the decision or the final outcome.
   - 3 final resolution possibilities are imp.
   - days are ~~not~~ imp also. 45 or 21
   - Fed. Mediation and Conciliation Services (FMCS) is imp. also for use in lieu.
   - selection process for LRA - Neff version allows lists from AFSCME and NEA - Skinner's bill ignores other organizations of interest.

Bob Greene - All Sch. Bd.
- local option of interest to school boards
- need legislative direction on what is negotiable.
- working to inhibit using all the steps
- last best offer → package rather than item-by-item
- limited strike only if teachers unpaid

Bob Nannes - NSEA - PR
differences
1. when decision made (VERY IMP.)
2. no. of clients
3. where arbitrator comes from
(criteria for arbitrator in making decision)

(2)
SB 78

Need your best last best offer.

Joe Bruno & Manners work it out ~~w~~ Cuy Wed.

SENATE HESS COMMITTEE OBSERVER/WITNESS SIGN-UP SHEET

DATE: 5/2/83 SPONSOR: Kerttula

SUBJECT(S): SB 78 - Binding Arbitration

NAME	REPRESENTING	ADDRESS	PHONE	Observer	Witness		
Guy Stringham	DOA Labor Relations	7th Floor SOB	465-4403		✓		

SENATE 7/23 COMMITTEE OBSERVER/WITNESS SIGN-UP SHEET

DATE: 4/27/83 SPONSOR:

SUBJECT(S): HB 78

NAME	REPRESENTING	ADDRESS	PHONE	Observer	Witness		
LEE POWELSON	APEA	340 North Franklin	584-2334		✓		
Eleanor Anderson	Admin	Juneau 99811	465-2200				
Steve Hale	DOE	Juneau F	2490		✓		

Public Employment Relations Act

Reprinted from 1981 Code of Iowa

Public Employment Relations Board
[illegible]
Des Moines, Iowa [illegible]
Telephone [illegible]

CHAPTER 20

PUBLIC EMPLOYMENT RELATIONS (COLLECTIVE BARGAINING)

Referred to in §19A.9, 92.2, 79.23, 80.8, 80.15, 262.9, 273.12, 279.13, 279.14, 905.4

Collective bargaining agreements and appropriations for the period of July 1, 1977 to June 30, 1979, see 87 ExGA, ch 1

20.1 Public policy. The general assembly declares that it is the public policy of the state to promote harmonious and cooperative relationships between government and its employees by permitting public employees to organize and bargain collectively; to protect the citizens of this state by assuring effective and orderly operations of government in providing for their health, safety and welfare; to prohibit and prevent all strikes by public employees; and to protect the rights of public employees to join or refuse to join, and to participate in or refuse to participate in, employee organizations. [C75, 77, 79, §20.1]

20.2 Title. This chapter shall be known as the "Public Employment Relations Act." [C75, 77, 79, §20.2]

20.3 Definitions. When used in this chapter, unless the context otherwise requires:

1. "Public employer" means the state of Iowa, its boards, commissions, agencies, departments, and its political subdivisions including school districts and other special purpose districts.

2. "Governing body" means the board, council, or commission, whether elected or appointed, of a political subdivision of this state, including school districts and other special purpose districts, which determines the policies for the operation of the political subdivision.

3. "Public employee" means any individual employed by a public employer except individuals elected by popular vote, persons appointed by the governor, and persons employed by the governor, the general assembly, the supreme court, boards, commissions, or committees appointed by the governor, the general assembly, or the supreme court, and persons employed by the governor, the general assembly, or the supreme court to assist them in the formation of policy.

4. "Employee organization" means an organization of any kind in which public employees participate and which exists for the primary purpose of representing public employees in their employment relations.

5. "Strike" means the public employee's refusal, in concerted action with others, to report to duty, or his willful absence from his position, or his stoppage of work, or his abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

6. "Confidential employee" means any public employee who works in the personnel offices of a public employer or who has access to information subject to use by the public employer in negotiating or who works in a close continuing working relationship with public officials or representatives concerned with negotiating on behalf of the public employer.

"Confidential employee" also includes the personal secretary of any of the following: Any elected official or person appointed to fill a vacancy in an elective office, member of any board or commission, the administrative officer, director or chief executive officer of a public employer or major division thereof, or the deputy or first assistant of any of the foregoing.

7. "Mediation" means assistance by an impartial third party to reconcile or prevent disputes between the public employer and the employee organization through interpretation, suggestion, and advice.

8. "Arbitration" means the procedure whereby the parties submit all or certain issues which they did not resolve to a third party for a final and binding decision or as provided in this chapter.

9. "Impasse" means the failure of a public employer and the employee organization to reach agreement in the course of negotiations.

10. "Professional employee" means any one of the following:

a. Any employee engaged in work

(1) Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;

(2) Involving the consistent exercise of discretion and judgment in its performance;

(3) Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and

(4) Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

b. Any employee who:

(1) Has completed the courses of specialized intellectual instruction and study described in paragraph "a", subparagraph 4, of this subsection, and

(2) Is performing related work under the supervision of a professional person to qualify himself or herself to become a professional employee as defined in paragraph "a" of this subsection.

12 *"Fact-finding"* means the procedure by which a qualified person shall make written findings of fact and recommendations for resolution of an impasse. [C75, 77, 79,§20.3]

20.4 Exclusions. The following public employees shall be excluded from the provisions of this chapter:

1. Elected officials and persons appointed to fill vacancies in elective offices, and members of any board or commission.

2. Representatives of a public employer, including the administrative officer, director or chief executive officer of a public employer or major division thereof as well as his deputy, first assistant, and any supervisory employees.

Supervisory employee means any individual having authority in the interest of the public employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other public employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. All school superintendents, assistant superintendents, principals and assistant principals shall be deemed to be supervisory employees.

3. Confidential employees.

4. Students working as part-time public employees twenty hours per week or less, except graduate or other postgraduate students in preparation for a profession who are engaged in academically related employment as a teaching, research or service assistant.

5. Temporary public employees employed for a period of four months or less.

6. Commissioned and enlisted personnel of the Iowa national guard.

7. Judges of the supreme court, district judges, district associate judges and judicial magistrates and the employees of such judges and magistrates.

8. Persons and inmates employed, maintained or committed by any state or local institution.

9. Persons employed by the state department of justice.

10. Persons employed by the commission for the blind. [C75, 77, 79,§20.4]

Referred to in §20.3(3), 279.23

20.5 Public employment relations board.

1. There is established a board to be known as the "Public Employment Relations Board." The board shall consist of three members appointed by the governor, subject to confirmation by the senate. No more than two members shall be of the same political affiliation, no member shall engage in any political activity while holding office and the members shall devote full time to their duties.

The members shall be appointed for staggered terms of four years beginning and ending as provided in section 69.19.

The member first appointed for a term of four years shall serve as chairperson and each of the member's successors shall also serve as chairperson.

2. Any vacancy occurring shall be filled in the same manner as regular appointments are made.

3. In selecting the members of the board, consideration shall be given to their knowledge, ability, and experience in the field of labor-management relations. The chairperson and the remaining two members shall each receive an annual salary as set by the general assembly.

4. The board may employ such persons as are necessary for the performance of its functions. Personnel of the board shall be employed pursuant to the provisions of chapter 19A.

5. Members of the board and other employees of the board shall be allowed their actual and necessary expenses incurred in the performance of their duties. All expenses and salaries shall be paid from appropriations for such purposes and the board shall be subject to the budget requirements of chapter 8. [C75, 77, 79,§20.5; 69GA, ch 2,§9; ch 1010,§7]

Referred to in §20.5A
Confirmation, §2.32

20.6 General powers and duties of the board. The board shall:

1. Administer the provisions of this chapter.

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

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

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

held to enforce a board order compelling the attendance of witnesses and production of records.

5. Adopt rules in accordance with the provisions of chapter 17A as it may deem necessary to carry out the purposes of this chapter. [C75, 77, 79,§20.6]

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

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law. [C75, 77, 79,§20.7]

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

1. Organize, or form, join, or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this chapter or any other law of the state.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments or service fees of any type. [C75, 77, 79,§20.8]

Referred to in §20.10

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

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

All retirement systems shall be excluded from the scope of negotiations. [C75, 77, 79,§20.9]

Referred to in §20.10, 20.17

20.10 Prohibited practices.

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

2. It shall be a prohibited practice for a public employer or his designated representative willfully to:

a. Interfere with, restrain or coerce public employees in the exercise of rights granted by this chapter.

b. Dominate or interfere in the administration of any employee organization.

c. Encourage or discourage membership in any employee organization, committee or association by discrimination in hiring, tenure, or other terms or conditions of employment.

d. Discharge or discriminate against a public employee because he has filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he has formed, joined or chosen to be represented by any employee organization.

e. Refuse to negotiate collectively with representatives of certified employee organizations as required in this chapter.

f. Deny the rights accompanying certification or exclusive recognition granted in this chapter.

g. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this chapter.

h. Engage in a lockout.

3. It shall be a prohibited practice for public employees or an employee organization or for any person, union or organization or their agents willfully to:

a. Interfere with, restrain, coerce or harass any public employee with respect to any of his rights under this chapter or in order to prevent or discourage the exercise of any such right, including, without limitation, all rights under section 20.8.

b. Interfere, restrain, or coerce a public employer with respect to rights granted in this chapter or with respect to selecting a representative for the purposes of negotiating collectively or the adjustment of grievances.

c. Refuse to bargain collectively with a public employer as required in this chapter.

d. Refuse to participate in good faith in any agreed upon impasse procedures or those set forth in this chapter.

e. Violate section 20.12.

f. Violate the provisions of sections 732.1 to 732.3, which are hereby made applicable to public employers, public employees and public employee organizations.

g. Picket in a manner which interferes with ingress and egress to the facilities of the public employer.

h. Engage in, initiate, sponsor or support any picketing that is performed in support of a strike, work stoppage, boycott or slowdown against a public employer.

i. Picket for any unlawful purpose.

4. The expressing of any views, argument or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of any unfair labor practice under any of the provisions of this chapter, if such expression contains no threat of reprisal or force or promise of benefit. [C75, 77, 79,§20.10]

Referred to in 20.11, 279.19

20.11 Prohibited practice violations.

1. Proceedings against a party alleging a violation of section 20.10, shall be commenced by filing a complaint with the board within ninety days of the alleged violation causing a copy of the complaint to be served upon the accused party in the manner of an original notice as provided in this chapter. The accused party shall have ten days within which to file a written answer to the complaint. However, the board may conduct a preliminary investigation of the alleged violation, and if the board determines that the complaint has no basis in fact, the board may dismiss the complaint. The board shall promptly thereafter set a time and place for hearing in the county where the alleged violation occurred. The parties shall be permitted to be represented by counsel, summon witnesses, and request the board to subpoena witnesses on the requester's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

2. The board may designate a hearing officer to conduct the hearing. The hearing officer shall have such powers as may be exercised by the board for conducting the hearing and shall follow the procedures adopted by the board for conducting the hearing. The decision of the hearing officer may be appealed to the board and the board may hear the case de novo upon the record as submitted before the hearing officer, utilizing procedures governing appeals to the district court in this section so far as applicable.

3. The board shall appoint a certified shorthand reporter to report the proceedings and the board shall fix the reasonable amount of compensation for such services, which amount shall be taxed as other costs.

4. The board shall file its findings of fact and conclusions of law. If the board finds that the party accused has committed a prohibited practice, the board may, within [ten] days of its decision, enter into a consent order with the party to discontinue the practice, or petition the district court for injunctive relief pursuant to rules of civil procedure 320 to 330.

5. Any party aggrieved by any decision or order of the board may within ten days from the date such decision or order is filed, appeal therefrom to the district court of the county in which the hearing was held, by filing with the board a written notice of appeal setting forth in general terms the decision appealed from and the grounds of the appeal. The board shall forthwith give notice to the other parties in interest.

6. Within thirty days after a notice of appeal is filed with the board, it shall make, certify, and file in the office of the clerk of court to which the appeal is taken, a full and complete transcript of all documents in the case, including any depositions and a transcript or certificate of the evidence together with the notice of appeal.

7. The appeal shall be triable at any time after the expiration of twenty days from the date of filing the transcript by the board and after twenty days' notice in writing by either party and the board upon the other.

8. The transcript as certified and filed by the board shall be the record on which the appeal shall be heard, and no additional evidence shall be heard. In the absence of fraud, the findings of fact made by the board shall be conclusive if supported by substantial evidence on the record considered as a whole.

9. Any order or decision of the board may be modified, reversed, or set aside on one or more of the following grounds and on no other:

a. If the board acts without or in excess of its powers.

b. If the order was procured by fraud or is contrary to law.

c. If the facts found by the board do not support the order.

d. If the order is not supported by a preponderance of the competent evidence on the record considered as a whole.

10. When the district court, on appeal, reverses or sets aside an order or decision of the board, it may remand the case to the board for further proceedings in harmony with the holdings of the court, or it may enter the proper judgment, as the case may be. Such judgment or decree shall have the same force and effect as if action had been originally brought and tried in said court. The assessment of costs in such appeals shall be in the discretion of the court.

11. An appeal may be taken to the supreme court from any final order, judgment, or decree of the district court. [C75, 77, 79,§20.11]

Referred to in §20.12

20.12 Strikes prohibited.

1. It shall be unlawful for any public employee or any employee organization, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against any public employer.

2. It shall be unlawful for any public employer to authorize, counsel in, or condone a strike, or to pay or agree to pay any public employee for any day on which the employee participates in a strike, or to pay or agree to pay any portion of compensation or to benefits to any public employee in response to or as a re-

sult of any strike or any act which violates subsection 1. It shall be unlawful for any official, director, or representative of any public employer to authorize, ratify or participate in any violation of this subsection. Nothing in this subsection shall prevent new or renewed bargaining and agreement within the scope of negotiations as defined by this chapter, at any time after such violation of subsection 1 has ceased; but it shall be unlawful for any public employer or employee organization to bargain at any time regarding suspension or modification of any penalty provided in this section or regarding any request by the public employer to a court for such suspension or modification.

3. In the event of any violation or imminently threatened violation of subsection 1 or 2, any citizen domiciled within the jurisdictional boundaries of the public employer may petition the district court for the county in which the violation occurs or the district court for Polk county for an injunction restraining such violation or imminently threatened violation. Rules of civil procedure 320 to 330 regarding injunctions shall apply. However, the court shall grant a temporary injunction if it appears to the court that a violation has occurred or is imminently threatened; the plaintiff need not show that the violation or threatened violation would greatly or irreparably injure him; and no bond shall be required of the plaintiff unless the court determines that a bond is necessary in the public interest. Failure to comply with any temporary or permanent injunction granted pursuant to this section shall constitute a contempt punishable pursuant to chapter 665. The punishment shall not exceed five hundred dollars for an individual, or ten thousand dollars for an employee organization or public employer, for each day during which the failure to comply continues, or imprisonment in a county jail not exceeding six months, or both such fine and imprisonment. An individual or an employee organization which makes an active good faith effort to comply fully with the injunction shall not be deemed to be in contempt.

4. If a public employee is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, he shall be ineligible for any employment by the same public employer for a period of twelve months. His public employer shall immediately discharge him, but upon his request the court shall stay his discharge to permit further judicial proceedings.

5. If an employee organization or any of its officers is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, the employee organization shall be immediately decertified, shall cease to represent the bargaining unit, shall cease to receive any dues by checkoff, and may again be certified only after twelve months have elapsed from the effective date of decertification and only after a new compliance with section 20.14. The penalties provided in this section may be suspended or modified by the court, but only upon request of the public employer and only if the court determines the suspension or modification is in the public interest.

6. Each of the remedies and penalties provided by this section is separate and several, and is in addition to any other legal or equitable remedy or penalty. [C75, 77, 79, §20.12]

Referred to in §20.10

20.13 Bargaining unit determination.

1. Board determination of an appropriate bargaining unit shall be upon petition filed by a public employer, public employee, or employee organization.

2. Within thirty days of receipt of a petition or notice to all interested parties if on its own initiative, the board shall conduct a public hearing, receive written or oral testimony, and promptly thereafter file an order defining the appropriate bargaining unit. In defining the unit, the board shall take into consideration, along with other relevant factors, the principles of efficient administration of government, the existence of a community of interest among public employees, the history and extent of public employee organization, geographical location, and the recommendations of the parties involved.

3. Appeals from such order shall be governed by appeal provisions provided in section 20.11.

4. Professional and nonprofessional employees shall not be included in the same bargaining unit unless a majority of both agree. [C75, 77, 79, §20.13]

Referred to in §20.14

20.14 Bargaining representative determination.

1. Board certification of an employee organization as the exclusive bargaining representative of a bargaining unit shall be upon a petition filed with the board by a public employer, public employee, or an employee organization and an election conducted pursuant to section 20.15.

2. The petition of an employee organization shall allege that:

a. The employee organization has submitted a request to a public employer to bargain collectively with a designated group of public employees.

b. The petition is accompanied by written evidence that thirty percent of such public employees are members of the employee organization or have authorized it to represent them for the purposes of collective bargaining.

3. The petition of a public employer shall allege that an employee organization which has been certified as the bargaining representative does not represent a majority of such public employees and that the petitioners do not want to be represented by an employee organization or seek certification of an employee organization.

4. The petition of a public employer shall allege that it has received a request to bargain from an employee organization which has not been certified as the bargaining representative of the public employees in an appropriate bargaining unit.

5. The board shall investigate the allegations of any petition and shall give reasonable notice of the receipt of such a petition to all public employees, employee organizations and public employers named or described in such petitions or interested in the representation questioned. The board shall thereafter call an election under section 20.15, unless

a. It finds that less than thirty percent of the public employees in the unit appropriate for collective bargaining support the petition for decertification or for certification.

b. The appropriate bargaining unit has not been determined pursuant to section 20.13.

6. The hearing and appeal procedures shall be the same as provided in section 20.11. [C75, 77, 79,§20.14]

Referred to in §20.12, 20.13

20.15 Elections.

1. Upon the filing of a petition for certification of an employee organization, the board shall submit a question to the public employees at an election in an appropriate bargaining unit. The question on the ballot shall permit the public employees to vote for no bargaining representation or for any employee organization which has petitioned for certification or which has presented proof satisfactory to the board of support of ten percent or more of the public employees in the appropriate unit.

2. If a majority of the votes cast on the question is for no bargaining representation, the public employees shall not be represented by an employee organization. If a majority of the votes cast on the question is for a listed employee organization, then the employee organization shall represent the public employees in an appropriate bargaining unit.

3. If none of the choices on the ballot receive the vote of a majority of the public employees voting, the board shall conduct a runoff election among the two choices receiving the greatest number of votes.

4. Upon written objections filed by any party to the election within ten days after notice of the results of the election, if the board finds that misconduct or other circumstances prevented the public employees eligible to vote from freely expressing their preferences, the board may invalidate the election and hold a second election for the public employees.

5. Upon completion of a valid election in which the majority choice of the employees voting is determined, the board shall certify the results of the election and shall give reasonable notice of the order to all employee organizations listed on the ballot, the public employers, and the public employees in the appropriate bargaining unit.

6. A petition for certification as an exclusive bargaining representative shall not be considered by the board for a period of one year from the date of the certification or recertification of an exclusive bargaining representative or during the duration of a collective bargaining agreement which shall not exceed two years. A collective bargaining agreement with the state, its boards, commissions, departments, and agencies shall be for two years and the provisions of a collective bargaining agreement except agreements agreed to or tentatively agreed to prior to July 1, 1977, or arbitrators' award affecting state employees shall not provide for renegotiations which would require the refinancing of salary and fringe benefits for the second year of the term of the agreement, except as provided in section 20.15, subsection 6, and the effective date of any such agreement shall be July 1 of odd-numbered years, provided that if an exclusive bargaining representative is certified on a date which will prevent the negotiation of a collective bargaining agreement prior to July 1 of odd-numbered years for a period of two years, the certified collective bargaining representative may negotiate a one-year contract with a public employer which shall be effective from July 1 of the even-numbered year to July 1 of the succeeding odd-numbered year when new contracts shall become effective. However, if a petition for decertification is filed during the duration of a collective bargaining agreement, the board shall award an election under this section not more than one hundred eighty days nor less than one hundred fifty days prior to the expiration of the collective bargaining agreement. If an employee organization is decertified, the board may receive petitions under section 20.14, provided that no such petition and no election conducted pursuant to such petition within one year from decertification shall include as a party the decertified employee organization. [C75, 77, 79,§20.15]

Referred to in §20.14

20.16 Duty to bargain. Upon the receipt by a public employer of a request from an employee organization to bargain on behalf of public employees, the duty to engage in collective bargaining shall arise if the employee organization has been certified by the board as the exclusive bargaining representative for the public employees in that bargaining unit. [C75, 77, 79,§20.16]

20.17 Procedures.

1. The employee organization certified as the bargaining representative shall be the exclusive representative of all public employees in the bargaining unit and shall represent all public employees fairly. However, any public employer may meet and adjust individual complaints with a public employer.

2. The employee organization and the public employer may designate any individual as its representative to engage in collective bargaining negotiations.

3. Negotiating sessions, strategy meetings of public employers or employee organizations, mediation, and the deliberative process of arbitrators shall be exempt from the provisions of chapter 28A. However, the employee organization shall present its initial bargaining position to the public employer at the first bargaining session. The public employer shall present its initial bargaining position to the employee organization at the second bargaining session, which shall be held no later than two weeks following the first bargaining session. Both sessions shall be open to the public and subject to the provisions of chapter 28A. Hearings conducted by arbitrators shall be open to the public.

4. The terms of a proposed collective bargaining agreement shall be made public and reasonable notice shall be given to the public employees prior to a ratification election. The collective bargaining agreement shall become effective only if ratified by a majority of those voting by secret ballot.

5. Terms of any collective bargaining agreement may be enforced by a civil action in the district court of the county in which the agreement was made upon the initiative of either party.

6. No collective bargaining agreement or arbitrators' decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending or budget or would substantially impair or limit the performance of any statutory duty by the public employer. A collective bargaining agreement or arbitrators' award may provide for benefits conditional upon specified funds to be obtained by the public employer, but the agreement shall provide either for automatic reduction of such conditional benefits or for additional bargaining if the funds are not obtained or if a lesser amount is obtained.

7. If agreed to by the parties nothing in this chapter shall be construed to prohibit supplementary bargaining on behalf of public employees in a part of the bargaining unit concerning matters uniquely affecting those public employees or co-operation and coordination of bargaining between two or more bargaining units.

8. The salaries of all public employees of the state under a merit system and all other fringe benefits which are granted to all public employees of the state shall be negotiated with the governor or his designee on a state-wide basis, except those benefits which are not subject to negotiations pursuant to the provisions of section 20.9.

9. A public employee or any employee organization shall not negotiate or attempt to negotiate directly with a member of the governing board of a public employer if the public employer has appointed or authorized a bargaining representative for the purpose of bargaining with the public employees or their representative, unless the member of the governing board is the designated bargaining representative of the public employer.

10. The negotiation of a proposed collective bargaining agreement by representatives of a state public employer and a state employee organization shall be complete not later than March 15 of the year when the agreement is to become effective. The board shall provide, by rule, a date on which any impasse item must be submitted to binding arbitration and for such other procedures as deemed necessary to provide for the completion of negotiations of proposed state collective bargaining agreements not later than March 15. The date selected for the mandatory submission of impasse items to binding arbitration shall be sufficiently in advance of March 15 to insure that the arbitrators' decision can be reasonably made before March 15. [C75, 77, 79,§20.17]

Referred to in §20.22

20.18 Grievance procedures. An agreement with an employee organization which is the exclusive representative of public employees in an appropriate unit may provide procedures for the consideration of public employee grievances and of disputes over the interpretation and application of agreements. Negotiated procedures may provide for binding arbitration of public employee grievances and of disputes over the interpretation and application of existing agreements. An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the collective bargaining agreement. Such procedures shall provide for the invoking of arbitration only with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee. The costs of arbitration shall be shared equally by the parties.

Public employees of the state shall follow either the grievance procedures provided in a collective bargaining agreement, or in the event that no such procedures are so provided, shall follow grievance procedures established pursuant to chapter 19A. [C75, 77, 79,§20.18]

20.19 Impasse procedures—agreement of parties. As the first step in the performance of their duty to bargain, the public employer and the employee organization shall endeavor to agree upon impasse procedures. Such agreement shall provide for implementation of these impasse procedures not later than one hundred twenty days prior to the certified budget submission date of the public employer. If the parties fail to agree upon impasse procedures under the provisions of this section, the impasse procedures provided in sections 20.20 to 20.22 shall apply. [C75, 77, 79,§20.19]

20.20 Mediation. In the absence of an impasse agreement between the parties or the failure of either party to utilize its procedures, one hundred twenty days prior to the certified budget submission date, the board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree. [C75, 77, 79,§20.20]

Referred to in §20.19

20.21 Fact-finding. If the impasse persists ten days after the mediator has been appointed, the board shall appoint a fact-finder representative of the public, from a list of qualified persons maintained by the board. The fact-finder shall conduct a hearing, may administer oaths, and may request the board to issue subpoenas. The fact-finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen days from the day of appointment, shall serve such findings on the public employer and the certified employee organization.

The public employer and the certified employee organization shall immediately accept the fact-finder's recommendation or shall within five days submit the fact-finder's recommendations to the governing body and members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the board. [C75, 77, 79,§20.21]

Referred to in §20.19

20.22 Binding arbitration.

1. If an impasse persists after the findings of fact and recommendations are made public by the fact-finder, the parties may continue to negotiate or, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.

2. Each party shall submit to the board within four days of request a final offer on the impasse items with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached and the name of its selected arbitrator. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the panel of arbitrators.

As an alternative procedure, the two parties may agree to submit the dispute to a single arbitrator. If the parties cannot agree on the arbitrator within four days, the selection shall be made pursuant to subsection 5. The full costs of arbitration under this provision shall be shared equally by the parties to the dispute.

3. The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the fact-finder and upon which the parties have not reached agreement. With respect to each such item, the arbitration board award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitration board or to the recommendation of the fact-finder on each impasse item.

4. The panel of arbitrators shall consist of three members appointed in the following manner.

a. One member shall be appointed by the public employer.

b. One member shall be appointed by the employee organization.

c. One member shall be appointed mutually by the members appointed by the public employer and the employee organization. The last member appointed shall be the chairman of the panel of arbitrators. No member appointed shall be an employee of the parties.

d. The public employer and employee organization shall each pay the fees and expenses incurred by the arbitrator each selected. The fee and expenses of the chairman of the panel and all other costs of arbitration shall be shared equally.

5. If the third member has not been selected within four days of notification as provided in subsection 2, a list of three arbitrators shall be submitted to the parties by the board. The two arbitrators selected by the public employer and the employee organization shall determine by lot which arbitrator shall remove the first name from the list submitted by the board. The arbitrator having the right to remove the first name shall do so within two days and the second arbitrator shall have one additional day to remove one of the two remaining names. The person whose name remains shall become the chairman of the panel of arbitrators and shall call a meeting within ten days at a location designated by him.

6. If a vacancy should occur on the panel of arbitrators, the selection for replacement of such member shall be in the same manner and within the same time limits as the original member was chosen. No final selection under subsection 9 shall be made by the board until the vacancy has been filled.

7. The panel of arbitrators shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.

8. From the time of appointment until such time as the panel of arbitrators makes its final determination, there shall be no discussion concerning recommendations for settlement of the dispute by the members of the panel of arbitrators with parties other than those who are direct parties to the dispute. The panel of arbitrators may conduct formal or informal hearings to discuss offers submitted by both parties.

9. The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

10. The chairman of the panel of arbitrators may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such powers to other members of the panel of arbitrators. The chairman of the panel of arbitrators may petition the district court at the seat of government or of the county in which any hearing is held to enforce the order of the chairman compelling the attendance of witnesses and the production of records.

11. A majority of the panel of arbitrators shall select within fifteen days after its first meeting the most reasonable offer, in its judgment, of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item.

12. The selections by the panel of arbitrators and items agreed upon by the public employer and the employee organization, shall be deemed to be the collective bargaining agreement between the parties.

13. The determination of the panel of arbitrators shall be by majority vote and shall be final and binding subject to the provisions of section 20.17, subsection 6. The panel of arbitrators shall give written explanation for its selection and inform the parties of its decision. [C75, 77, 79,§20.22]

Referred to in §20.19

20.23 Legal actions. Any employee organization and public employer may sue or be sued as an entity under the provisions of this chapter. Service upon the public employer shall be in accordance with law or the rules of civil procedure. Nothing in this chapter shall be construed to make any individual or his assets liable for any judgment against a public em-

ployee or an employee organization. [CCH, ¶¶ 79,120.25]

20.24 Notice and service. Any notice required under the provisions of this chapter shall be in writing, but service thereof shall be sufficient if mailed by registered certified mail, return receipt requested, addressed to the last known address of the person unless otherwise provided in this chapter. Refusal of registered certified mail by any party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice. Any party may at any time execute and deliver an acceptance of service in lieu of mailed notice. [CCH, ¶¶ 79,120.26]

20.25 Internal conduct of employee organizations.

1. Every employee organization which is certified as a representative of public employees under the provisions of this chapter shall file with the board a registration report, signed by its president or other appropriate officer. The report shall be in a form prescribed by the board and shall be accompanied by two copies of the employee organization's constitution and bylaws. A filing by a national or international employee organization of its constitution and bylaws shall be accepted in lieu of a filing of such documents by each subordinate organization. All changes or amendments to such constitutions and bylaws shall be promptly reported to the board.

2. Every employee organization shall file with the board an annual report and an amended report whenever changes are made. The reports shall be in a form prescribed by the board, and shall provide the following information:

a. The names and addresses of the organization, any parent organization or organizations with which it is affiliated, the principal officers, and all representatives.

b. The name and address of its local agent for service of process.

c. A general description of the public employees the organization represents or seeks to represent.

d. The amounts of the initiation fee and monthly dues members must pay.

e. A pledge, in a form prescribed by the board, that the organization will comply with the laws of the state and that it will accept members without regard to age, race, sex, religion, national origin or physical disability as provided by law.

f. A financial report and audit.

3. The constitution or bylaws of every employee organization shall provide that:

a. Accurate accounts of all income and expenses shall be kept, and annual financial report and audit shall be prepared, such accounts shall be open for inspection by any member of the organization, and loans to officers and agents shall be made only on terms and conditions available to all members.

b. Business or financial interests of its officers and agents, their spouses, minor children, parents or otherwise, that conflict with the fiduciary obligation of such persons to the organization shall be prohibited.

c. Every official or employee of an employee organization who handles funds or other property of the organization, or bond in which an organization is interested, or a subsidiary organization, shall be bonded. The amount, scope, and form of the bond shall be determined by the board.

4. The governing rules of every employee organization shall provide for periodic elections by secret ballot subject to recognized safeguards concerning the equal right of all members to nominate, seek office, and vote in such elections, the right of individual members to participate in the affairs of the organization, and fair and equitable procedures in disciplinary actions.

5. The board shall prescribe rules necessary to govern the establishment and reporting of trusteeships over employee organizations. Establishment of such trusteeships shall be permitted only if the constitution or bylaws of the organization set forth reasonable procedures.

6. An employee organization that has not registered or filed an annual report, or that has failed to comply with other provisions of this chapter, shall not be certified. Certified employee organizations failing to comply with this chapter may have such certification revoked by the board. Prohibitions may be enforced by injunction upon the petition of the board in the district court of the county in which the violation occurs. Complaints of violations of this section shall be filed with the board.

7. Upon the written request of any member of a certified employee organization, the auditor of state may audit the financial records of the certified employee organization. [CCH, ¶¶ 79,120.28]

20.26 Employee organizations—political contributions. An employee organization shall not make any direct or indirect contribution out of the funds of the employee organization to any political party or organization or in support of any candidate for elective public office.

Any employee organization which violates the provisions of this section or fails to file any required report or affidavit or files a false report or affidavit shall, upon conviction, be subject to a fine of not more than two thousand dollars.

Any person who willfully violates this section, or who makes a false statement knowing it to be false, or who knowingly fails to disclose a material fact shall, upon conviction, be subject to a fine of not more than one thousand dollars or imprisoned for not more than thirty days or shall be subject to both such fine and imprisonment. Each individual required to sign affidavits or reports under this section shall be personally responsible for filing such report or affidavit and for any statement contained therein he knows to be false.

Nothing in this section shall be construed to prohibit voluntary contributions by individuals to political parties or candidates.

Nothing in this section shall be construed to limit or deny any civil remedy which may exist as a result of action which may violate this section. [CCH, ¶¶ 79,120.26]

20.27 Conflict with federal aid. If any provision of this chapter jeopardizes the receipt by the state or any of its political subdivisions of any federal grant-

[illegible] Funds or other federal allotments of money, the provisions of this chapter shall, insofar as the fund is jeopardized, be deemed to be inoperative. [C75, 77, 79 §20.27]

20.28 Inconsistent statutes—effect. A provision of the Code which is inconsistent with any term or condition of a collective bargaining agreement which is made final under this chapter shall supersede the term or condition of the collective bargaining agreement unless otherwise provided by the general assembly. A provision of a proposed collective bargaining agreement negotiated according to this chapter which conflicts with the Code shall not become a provision of the final collective bargaining agreement until the general assembly has amended the Code to remove the conflict. [C79 §20.28; 80CLA, ch 2,§36]

20.29 Filing agreement—public access. Copies of collective bargaining agreements entered into between the state and the state employees' bargaining representatives and made final under this chapter shall be filed with the secretary of state and be made available to the public at cost. [C79 §20.29]

[illegible] general service employees and the state of Iowa as [illegible]

20.30 Supervisory member—no reduction before retirement. A supervisory member of any department or agency employed by the state of Iowa shall not be granted a voluntary reduction to a nonsupervisory rank or grade during the six months preceding retirement of the member. A member of any department or agency employed by the state of Iowa who retires in less than six months after voluntarily requesting and receiving a reduction in rank or grade from a supervisory to a nonsupervisory position shall be ineligible for a benefit to which the member is entitled as a nonsupervisory member but is not entitled as a supervisory member.

The provisions of this section shall be effective during the collective bargaining agreement in effect from July 1, 1979 to June 30, 1981. [80CLA, ch 2,§40]

[illegible]

Sec. 18.20.[illegible] Regional Employee Relations Boards. (a) Between the [illegible] regional administrative units and the recognized regional labor unions shall be conducted by the Regional Employee Relations Board. Each Board shall consist of [illegible] members, one of whom shall be designated by the Secretary as chairman, and one member representing all the participating regional labor unions.

(b) Each labor organization shall be entitled to one member on the Board. However, such organization may elect not to designate more than five members.

(c) A regional administrative unit may be represented on the Board by one member or by more than one member, but the total number of members representing all the regional administrative units shall be equal to the number representing all the labor organizations.

(d) The Secretary shall designate a member of the Board to serve as chairman. The chairman shall be responsible for the administrative operation of the Board and shall have such other duties as may be assigned to him by the Secretary.

(e) A majority of the members of the Board shall constitute a quorum for the transaction of business, but a smaller number may conduct hearings. The Board may establish such rules and regulations as it may deem necessary to carry out its functions.

(f) Each member of the Board shall be entitled to receive from the Department of Labor compensation at the rate of $[illegible] per day for each day spent in the work of the Board, including traveling time, and shall be entitled to receive per diem, travel, and transportation expenses as authorized by [illegible].

Sec. 18.20.[illegible] Functions. (a) The Board shall hear and decide complaints arising from the interpretation, application, or violation of agreements between labor organizations and regional administrative units, and shall make recommendations concerning changes or modifications in agreements.

(b) The Board shall establish such regional subboards as may be necessary to facilitate the settlement of disputes within the jurisdiction of the Board.

(c) The Board shall establish such procedures for the impartial hearing and consideration of matters referred to it as may be necessary to assure the right of employees to present grievances and have them adjusted without the intervention of the bargaining agency, as long as the adjustments are not inconsistent with the terms of a collective bargaining agreement then in effect. Such procedures may provide for the hearing of complaints by the Board itself or by one or more members of the Board or by an impartial umpire designated by the Board.

(d) Upon the request of 20 per cent of the regional employees in a unit, or any labor organization recognized as a representative of such employees, the Board shall hold a hearing to determine whether the labor organization which has been recognized as the representative of such employees is still entitled to such recognition. If the Board finds that such labor organization is no longer entitled to recognition, it shall withdraw such recognition.

(e) A written record shall be made of each hearing. The testimony of witnesses shall be under oath or affirmation. Any person may be represented by counsel or other representative.

(f) Within 30 days after the conclusion of a hearing, the Board shall render a decision in writing. The decision of the Board shall be binding on all parties to the proceeding, unless an appeal to the Secretary is timely filed as provided in section [illegible]. The Board may reconsider a decision in the absence of an appeal only upon application by one of the parties setting forth newly discovered and material evidence or claiming that a decision is contrary to law or regulation. The Board may affirm, modify, or set aside a decision on reconsideration.

(g) Within 30 days after the conclusion of the hearing, the Board shall render a decision in writing. The decision of the Board shall be binding on all parties to the proceeding, unless an appeal to the Secretary is timely filed as provided in section [illegible]. The Board may reconsider a decision in the absence of an appeal only upon application by one of the parties setting forth newly discovered and material evidence or claiming that a decision is contrary to law or regulation. The Board may affirm, modify, or set aside a decision on reconsideration.

(h) Each party to the dispute may select a total of not more than five persons to represent the evidence, history and position of the group they represent to the mediator.

(i) If the mediator meets with the parties during the period [illegible] days, an employee bargaining agency shall be relieved from discharge or other penalty or loss of pay [illegible].

Sec. 18.20.[illegible] The Mediation Report. (a) Within [illegible] days after the parties to the dispute shall accept an report in writing the mediation report.

(b) If requested by either party, the mediator shall have an additional five days to review the objections and prepare a final report.

(c) If the final report is rejected by either side, the governor may appoint an advisory arbitrator to review the entire case and make recommendations for settlement [illegible].

Sec. 18.20.[illegible] Grievance Procedures. Negotiations between the Board and the Director shall provide for grievance procedures for the employee staff. The grievance procedure shall provide that the final step in the procedure shall be binding arbitration. The negotiations agreement shall provide a method for the selection of an arbitrator [illegible].

Sec. 18.20.[illegible] Individual Cases. Nothing in Sec. [illegible] of this chapter prohibits an employee from submitting a written request to an individual, through the regular procedures of the Board, for hearing or consideration.

Sec. 18.20.[illegible] Legal Responsibilities of Boards. Nothing in the foregoing provisions shall be construed as an alteration or delegation of the legal responsibilities, powers and duties of the School Board including the right to make final decisions on policy.

ALASKA

There are two public employee bargaining statutes on the books in the State of Alaska. The Public Employment Relations Act requires employers to negotiate with recognized employee organizations on wages, hours, and fringes and gives limited strike rights to the state's public employees except police, fire, prison, and hospital employees. The other requires school boards to negotiate in good faith with teachers. Full text of the laws follows:

Public Employment Relations Act

Full text of Secs. 23.40.070 to 23.40.260 comprising the Public Employment Relations Act, as enacted by Ch. 138, L. 1972, as amended by Ch. 43, L. 1974, and as last amended by Ch. 148, L. 1978, effective July 18, 1977.

Ed. Note. Sec. 4 of Ch. 138, L. 1972 provides September 1, 1972, when the "Act is applicable to organized borough and political subdivisions of the state, home rule or chartered cities, any agency, any body of the political subdivisions by ordinance or resolution, agrees to come under the Act."

In State of Alaska v. City of Fairbanks, 585 P.2d 545, July 26, 1978, the state Supreme Court held that City of Fairbanks could not validly reject application of the Act merely because its members affirmed belonging and a majority of the Council had banned all collective negotiations between City and its employees.

For related rulings, see LR ■ 61:55

Sec. 23.40.070. Declaration of policy. — The legislature finds that joint decision-making is the modern way of administering government. If 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 views and information on operations with their administrators. Accordingly, government is made more effective. The legislature further finds that the enactment of lawful legislation establishing guidelines for public employment relations in the state will help 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 for dealing with disputes and work stoppages, to strengthen the merit principle where and where it is in effect and to maintain a favorable political and social environment. The legislature declares that it is the public policy of the state to promote harmonious and cooperative relations between government and its employees and to protect the public by assuring effective and orderly operations of government. These policies are to be effectuated by

(1) recognizing the right of public employees to organize for the purpose of collective bargaining;

(2) requiring public employers to negotiate with and enter into written agreements with employee organizations on matters of wages, hours, and other terms and conditions of employment.

Ed. Note. The Public Employment Relations Act does not apply to unorganized areas which employees and does not require an independent school district to recognize the exclusive bargaining representative of certified employees. In Kenai Peninsula Borough School District v. Kenai Peninsula Education Association, 603 P.2d 1326, a duly recognized association representing certified employees in a borough school district could not compel the borough to bargain with it. Finding that the borough did not exercise home rule powers, the court held that the FERA does not apply to the school district's bargaining agreements with certified employees and that collective bargaining agreements between school districts and their employees are governed by AS 23.40.070-260, concerning voluntary bargaining between public employers and their employees.

For related rulings, see LR ■ 56:55, 56:62

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(3) maintaining merit system principles among public employees.

Sec. 23.40.080. Rights of public employees. — Public employees may self-organize and form, join or assist an organization to bargain collectively through representatives of their own choosing and engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Sec. 23.40.090. Collective bargaining unit. — The labor relations agency shall decide in each case whether, in order to assure employees the fullest freedom in exercising the rights guaranteed by Secs. 23.40.070 - 23.40.260, the unit appropriate for the purpose of collective bargaining, based on such factors as community of interest, wages, hours and other working conditions of the employees involved, the history of collective bargaining, and the desires of the employees. Bargaining units shall be as large as is reasonable, but consistent with effective dealing and the avoidance of unnecessary fragmentation of employees.

Sec. 23.40.100. Representatives and elections. — (a) The labor relations agency shall investigate a petition if it is submitted in a manner prescribed by the labor relations agency and is

(1) by an employee or group of employees or an organization acting in their behalf alleging that 30 per cent of the employees of a proposed bargaining unit

(A) wish to be represented for collective bargaining by a labor or employee organization as exclusive representative, or

(B) assert that the organization which has been certified or is currently being recognized by the public employer as bargaining representative is no longer the representative of the majority of employees in the bargaining unit, or

(2) by the public employer alleging that one or more organizations have presented to it a claim to be recognized as a representative of a majority of employees in an appropriate unit.

(b) If the labor relations agency has reasonable cause to believe that a question of representation exists, it shall provide for an appropriate hearing upon due notice. If the labor relations agency finds that there is a question of representation, it shall direct an election by secret ballot to determine whether or by which organization the employees desire to be represented and shall certify the results of the election. Nothing in this section prohibits the waiving of hearings by stipulation for the purpose of a consent election in conformity with the regulations of the labor relations agency or the holding of an election pursuant to any other lawful procedure. The labor relations agency shall determine who is eligible to vote in an election and shall establish rules governing the election. In an election in which none of the choices on the ballot receives a majority of the votes cast, a runoff election shall be conducted, the ballot providing for selection between the two choices receiving the largest and the second largest number of valid votes cast in the election. If a majority of the votes cast in the

election it shall be certified by the labor relations agency as exclusive representative of all the employees in the bargaining unit.

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

(d) Nothing in this chapter prohibits recognition of an organization as the exclusive representative by a public agency by mutual consent.

(e) No election may be directed by the labor relations agency in a bargaining unit in which there is in force and effect a valid collective bargaining agreement, except during a 60-day period preceding the expiration date. However, no collective bargaining agreement may bar an election upon petition of persons in the bargaining unit but not parties to the agreement, if more than three years have elapsed since the execution of the agreement or the last timely renewal, whichever was later.

Sec. 23 60 110 Public labor practices. — (a) A public employer or his agent may not

(1) interfere, restrain or coerce an employee in the exercise of the rights guaranteed in Sec. 50 [Sec. 23 60 50] of this chapter.

(2) dominate or interfere with the formation, existence or administration of an organization.

(3) discriminate in regard to hire or tenure of employment or a term or condition of employment to encourage or discourage membership in an organization.

(4) discharge or discriminate against an employee because he has signed or filed an affidavit, petition or complaint or given testimony under Sec. 130 [Sec. 23 60 30 to 23 60 230] of this chapter.

(5) 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 duty to bargain with the exclusive representative.

(b) Nothing in this chapter prohibits a public employer from making an agreement with an organization to require as a condition of employment

(1) membership in the organization which is granted to the employee on the 30th day following the beginning of employment or on the effective date of the agreement, whichever is later, or

(2) payment by the employee to the exclusive bargaining agent of a service fee to reimburse the exclusive bargaining agent for the expense of representing the members of the bargaining unit.

(c) A labor or employee organization or its agents may not

(1) restrain or coerce

(A) an employee in the exercise of the rights guaranteed in Sec. 50 [Sec. 23 60 50] of this chapter, or

(B) a public employer in the selection of his representative for the purposes of collective bargaining or in the adjustment of grievances.

(2) refuse to bargain collectively in good faith with a public employer, if it has been designated in accordance with the provisions of Sec. 70-260 [Secs. 23 60 70 to 23 60 260] of this chapter as the exclusive representative of employees in an appropriate unit.

Sec. 23 60 120 Investigation and conciliation of complaints. — If a verified written complaint by or for a person claiming to be aggrieved by a practice prohibited by Sec. 110 [Sec. 23 60 110] of this chapter, or a written accusation that a person subject to Sec. 110 [Sec. 23 60 110] of this chapter has engaged in a prohibited practice is filed with the labor relations agency, it shall investigate the complaint or accusation. If it determines after the preliminary investigation that probable cause exists in support of the charge it shall endeavor to eliminate the prohibited practice by informal methods of conference, conciliation and persuasion. Nothing said or done during the endeavor may be used as evidence in a subsequent proceeding.

Sec. 23 60 130 Complaint and prevention. — If the labor relations agency fails to eliminate the prohibited practice by conference and conciliation or if the complaint comes within Sec. 70 [Sec. 23 60 70 to 23 60 230] of this chapter, it may issue a complaint stating the charges in that respect and containing a notice of hearing before the agency or a member or agent thereof, or before a person designated for that purpose by the agency. A copy of the complaint or accusation shall be served upon the person charged with the prohibited practice. The complaint or accusation and the subsequent proceedings shall be conducted in accordance with the administrative adjudication portion of the Administrative Procedure Act. [5 USC 1001 et seq.]

Sec. 23 60 140 Orders and decisions. — If the labor relations agency finds that a person named in the written complaint or accusation has engaged in a prohibited practice, the labor relations agency shall make and serve on the person an order or decision requiring him to cease and desist from the prohibited practice and to take affirmative action which will carry out the provisions of Sec. 70-260 [Secs. 23 60 70 to 23 60 260] of this chapter. If the labor relations agency finds that a person named in the complaint or accusation has not engaged in or is not engaging in a prohibited practice, the labor relations agency shall state its findings of fact and issue an order dismissing the complaint or accusation.

Sec. 23 60 150 Enforcement by injunction. — The labor relations agency may apply to the supreme court in the judicial district in which the prohibited practice occurred for an order requiring the person named in the order or decision of the labor relations agency to comply with the order. Upon a showing by the labor relations agency that the person has engaged in or is about to engage in the practice, an injunction, restraining order or other order which is appropriate may be granted by the court and shall be without bond.

Sec. 23 60 160 Power to investigate and compel testimony. — (a) For the purpose of the investigations, proceedings or hearings which the labor relations agency considers necessary to carry out the provisions of Sec. 70-260 [Secs. 23 60 70 to 23 60 260] of this chapter, the labor relations agency may issue subpoenas requiring the attendance and testimony of witnesses and the production of books and records.

(b) The labor relations agency may administer oaths, examine witnesses, and receive evidence.

(c) The attendance of witnesses and the production of evidence may be required from any place in the state at any designated place of hearing.

(d) If a person refuses to obey a subpoena issued under Sec. 70 [Sec. 23 60 70 to 23 60 230] of this chapter, the superior court of the district in which the proceeding is pending, upon application by the labor relations agency, may order the person to comply with the subpoena.

Sec. 23 60 170 Regulations. — The labor relations agency may adopt regulations under the Administrative Procedure Act [5 USC 1001 et seq.] to carry out the provisions of Secs. 70-260 [Secs. 23 60 70 to 23 60 260] of this chapter.

Sec. 23 60 180 Penalty for violation of order or decision. — A person who violates a provision of an order or decision of the labor relations agency is guilty of a misdemeanor and is punishable by a fine of not more than $1,000.

Sec. 23 60 190 Violations. — If, after a reasonable period of negotiation over the terms of a collective bargaining agreement, a dispute exists between a public

employer and an organization, the labor relations agency may appoint a competent, impartial, disinterested person to act as mediator in any dispute either on its own initiative or on the request of one of the parties to the dispute. The parties may also select a mediator by agreement or mutual consent. It is the function of the mediator to bring the parties together voluntarily under such favorable auspices as will tend to effectuate settlement of the dispute, but neither the mediator nor the labor relations agency has any power of compulsion in mediation proceedings.

Sec. 23.40.200. Arbitration. — (a) For purposes of this section, public employees are employed to perform services in one of the three following classes:

(1) those services which may not be given up for even the shortest period of time;

(2) those services which may be interrupted for a limited period but not for an indefinite period of time; and

(3) those services in which work stoppages may be sustained for extended periods without serious effects on the public.

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

(c) The class in (a)(2) of this section is composed of public utility, snow removal, sanitation and public school and other educational institution employees. Employees in this class may engage in a strike after mediation, subject to the voting requirement of (d) of this section, for a limited time. The limit is determined by the interests of the health, safety or welfare of the public. The public employer or the labor relations agency may apply to the superior court in the judicial district in which the strike is occurring for an order enjoining the strike. A strike may not be enjoined unless it can be shown that it has begun to threaten the health, safety or welfare of the public. A court, in deciding whether or not to enjoin the strike, shall consider the total equities in the particular class. "Total equities" includes not only the impact of a strike on the public but also the extent to which employee organizations and public employers have met their statutory obligations. If an impasse or deadlock still exists after the issuance of an injunction, the parties shall submit to arbitration to be carried out under AS 09.43.030.

(d) The class in (a)(3) of this section includes all other public employees who are not included in the classes in (a)(1) or (a)(2) of this section. Employees in this class may engage in a strike if a majority of the employees in a collective bargaining unit vote by secret ballot to do so.

(e) Notwithstanding the provisions of (b), (c) and (d) of this section, the employer with the concurrence of the employees may agree in writing to submit a dispute arising from interpretation or application of a collective bargaining agreement to arbitration.

(f) The parties to a collective bargaining agreement may provide in the agreement a contract for arbitration to be conducted solely according to the Uniform Arbitration Act (AS 09.43) if the Act is incorporated into the agreement or contract by reference.

Sec. 23.40.210. Agreement. — Upon the completion of negotiations between an organization and a public employer, if a settlement is reached, the employer shall reduce it to writing in the form of an agreement. The agreement may include a term for which it will remain in effect, not to exceed three years. The agreement shall include a pay plan designed to provide for a cost-of-living differential between the salaries paid employees residing in the state and employees residing outside the state. The plan shall provide that the salaries paid, as of the effective date of this Act, to employees residing outside the state shall remain unchanged until the difference between those salaries and the salaries of employees residing in the state reflects the difference between the cost of living in Alaska and living in Seattle, Washington. The agreement shall include a grievance procedure which shall have binding arbitration as its final step. Either party to the agreement has a right of action to enforce the agreement by petition to the labor relations agency. (As amended by Ch. 62, L. 1977)

Sec. 23.40.212. Agreement with the board of regents. — (a) The board of regents of the University of Alaska may delegate to the department of administration its authority under Secs. 23.40.070 to 23.40.260 to negotiate with an organization for an agreement.

(b) The department of administration shall participate in the negotiations between the board of regents and an organization. An agreement between the board and an organization requires the approval of the department. (As added by Ch. 130, L. 1978)

Sec. 23.40.215. Funding. — The monetary terms of any agreement entered into under the Public Employment Relations Act are subject to funding through legislative appropriation.

Sec. 23.40.220. Labor or employee organization dues and employee benefits deduction and authorization. — Upon written authorization of a public employee within a bargaining unit, the employer shall deduct from the payroll of the public employee the monthly amount of dues, fees and other employee benefits as certified by the secretary of the exclusive bargaining representative and shall deliver it to the chief fiscal officer of the exclusive bargaining representative.

Sec. 23.40.225. Exemption from public employment relations act. — Notwithstanding the provisions of Sec. 220 of this chapter, a collective bargaining agreement reached in agreement under Sec. 210 of this chapter that must include union security provisions including but not limited to a union shop or agency shop provision or agreement that safeguards the rights and nonassociation of employees having bona fide religious convictions based on tenets or teachings of a church or religious body of which the employee is a member. Upon submission of proper proof of religious conviction to the labor relations agency, the agency shall declare the employee exempt from becoming a member of a labor organization or employee association. The employee shall pay an amount of money equivalent to regular union or association dues, initiation fees, and assessments to the union or association. Compliance of this section exempts the employee to the same extent as if he were in full payment of dues. The remaining union or association

shall constitute an equivalent amount of money to a charity of its choice not affiliated with a labor or employee organization. The choice of recipient shall be submitted by the employee to the labor relations agency and approved by CA 85, 1, 1976)

Sec. 23.80.230 Assistance by department of labor. — When state employees are involved, the department of labor shall, if requested by the personnel board, and if there is no objection by the organization involved, assist the personnel board on matters such as but not limited to conducting elections and investigating unfair labor practices.

Sec. 23.80.240 Effect on existing units, representatives and agreements. — Nothing in this chapter shall require or prohibit a collective bargaining unit, recognition of exclusive bargaining representative, or collective bargaining agreement in the civil service system of the state at the time this act takes effect.

Sec. 23.80.250 Two-secondary options mandatory in collective bargaining. — (1)(a) When a bargaining unit includes members of the faculty of an institution of post-secondary education, the public employer and the representative of the bargaining unit shall permit student representatives of that institution to attend and observe all meetings between the public employer and the representative of the bargaining unit which are related with collective bargaining. (b) Such access to all those meetings pertaining to collective bargaining exchanged by the employer and the representative of the bargaining unit, including notice of time and place of the meetings.

(2) Student representatives may not disclose information concerning the collective bargaining agreement in the course of that service, unless the information is released by the employer or the representative of the bargaining unit.

(3) For the purpose of this section, the students of the institution involved in negotiations shall select their representatives from the institution directly involved in negotiations.

(4) When the institution has negotiations with bargaining unit representing more than one major geographic area of the state, the student representatives shall be from those areas. No more than three student representatives may attend meetings at any time. (As added by CA 148, 1, 1973)

Sec. 23.80.260 Definitions. — In this chapter, unless the context otherwise requires:

(1) "collective bargaining" means the performance of the mutual obligation of the public employer or his designated representatives and the representatives of the employees to meet at reasonable times, including meetings in advance of the budget making process, and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or negotiation of a question arising under an agreement and the execution of a written contract incorporating any 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.

(2) "commission" means the public employment relations commission established by this chapter.

(3) "executive director" means the executive director of the commission appointed by the commission.

(4) "labor relations agency" means the state personnel board with respect to the state and employees of the state and means the department of labor with respect to all other public employers and all other public employees.

(5) "organization" means a labor or employee organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of employment.

(6) "public employee" means any employee of a public employer except any person (a) elected by popular vote or appointed to office pursuant to statute, charter or ordinance, or (b) employed in the department of the governor, or (c) who is a confidential employee. For the purpose of this subsection, "confidential employee" means any employee who (i) in the regular course of his duties assists and acts in a confidential capacity to persons who formulate, determine and effectuate management policies with regard to labor relations, or (ii) participates in the formulation of labor relations policy, or applies labor relations policy determined by the commission or the courts, or (iii) has access to information subject to use by the employer in labor negotiations, and who, in the regular course of his duties on behalf of the employer, customarily and regularly uses such information in labor negotiations, provided that no employee engaged exclusively in collective bargaining on behalf of employees shall be deemed a confidential employee. For the purpose of this subsection, "labor relations policy" means the employer policy which is currently applied to the relationship between the employer and its employees or a class of its employees and which includes but is not limited to policy relating to wages, hours, and other terms and conditions of employment, but shall not include policy relating to the management of public employees or the terms and conditions of employment over which the employer is required by law to meet and confer with representatives of its employees.

(7) "professional employee" means any employee engaged in work predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work involving the consistent exercise of discretion and judgment in its performance, requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes, or any employee who has completed the courses of specialized intellectual instruction and study prescribed in subsection (7)(a) of this section and is performing related work under the supervision of a professional person to become qualified as a professional employee as defined in subsection (7)(a).

(8) "supervisor" means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(9) "unfair labor practice" means any unfair labor practice listed in section 23.80.270 of this chapter.

Sec. 23.80.270 Unfair labor practices. — It shall be an unfair labor practice for a public employer or its agents:

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by this chapter;

(2) To control, dominate, or interfere with any labor organization or contribute financial support to a labor organization;

(3) To encourage or discourage membership in any labor organization by discrimination in regard to hire, tenure of employment, or any term or condition of employment, but nothing contained in this subsection shall prevent the execution or application of an agreement between a public employer and a labor organization to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is later, or the execution or application of an agreement between a public employer and a labor organization to require as a condition of employment payment of periodic dues and initiation fees uniformly required as a condition of membership therein;

(4) To refuse to engage in collective bargaining with the representatives of its employees, subject to the provisions of section 23.80.240 of this chapter;

(5) To refuse to participate in good faith in mediation or fact-finding as provided in section 23.80.280 of this chapter;

(6) To refuse to comply with any provision of this chapter.

Sec. 23.80.280 Unfair labor practices. — It shall be an unfair labor practice for an employee organization:

(1) To restrain or coerce employees in the exercise of the rights guaranteed by this chapter;

(2) To restrain or coerce a public employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;

(3) To refuse to engage in collective bargaining with a public employer, subject to the provisions of section 23.80.240 of this chapter;

(4) To refuse to participate in good faith in mediation or fact-finding as provided in section 23.80.280 of this chapter;

(5) To refuse to comply with any provision of this chapter.

Sec. 23.80.290 Unfair labor practices. — It shall be an unfair labor practice for a public employer or its agents:

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by this chapter;

(2) To control, dominate, or interfere with any labor organization or contribute financial support to a labor organization;

(3) To encourage or discourage membership in any labor organization by discrimination in regard to hire, tenure of employment, or any term or condition of employment, but nothing contained in this subsection shall prevent the execution or application of an agreement between a public employer and a labor organization to require as a condition of employment membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is later, or the execution or application of an agreement between a public employer and a labor organization to require as a condition of employment payment of periodic dues and initiation fees uniformly required as a condition of membership therein; (As added by CA 148, 1, 1973)

Sec. 23.80.300 [illegible]. — [illegible]

Sec. 23.80.310 [illegible]. — [illegible]

Teachers

[illegible]

Sec. 23.80.320 [illegible]. — [illegible]

NEA · ALASKA

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February 1983

Re Bulk 376

NEA-ALASKA STATEMENT OF

[illegible]

[illegible]

[illegible]

Senate Bill 78 effectively addresses the strike question by placing teachers in the PERA in the "essential services" category. In so doing, it eliminates the ambiguity regarding the procedures - and absence of same - in the current teacher bargaining law.

PERA has a positive labor relations track record in Alaska and its arbitration procedure is sound and provides the statutory safeguards necessary to insure the interests of government.

Recent surveys in the Anchorage community by Senators [illegible] and [illegible] and Representative [illegible] showed an overwhelming sentiment (nearly [illegible]) that teacher negotiations disputes should be settled through arbitration rather than strikes.

In his dissenting opinion in the recent Supreme Court decision on the [illegible] Anchorage Teacher Strike, Justice Rabinowitz said:

"If public school teachers are so essential to society that they must be denied the right to strike, then they should be given the right to compulsory arbitration."

In his public statements over the past two years Governor [illegible] has spoken strongly on the need for finality in the teacher negotiations process and indicated support for the Senate Finance Committee Substitute for CS for HB [illegible] in the [illegible] Legislature.

Opponents of arbitration of teacher negotiations disputes, while sincere in their opposition to the concepts of arbitration, generally have not accurately represented the facts of the process.

1) "Erosion of statutory authority of school boards."

- Through application of the Uniform Arbitration Act under PERA, arbitrators are constrained from excessive awards and cannot diminish the statutory responsibilities of a school board.

2) "Arbitration is not constitutional."

- Again, the [illegible] Arbitration Act meets the constitutional test by establishing criteria for the arbitrator to use in reaching a decision.

3) "Arbitration doesn't prevent strikes."

- [illegible] The record is clear in other states which have compulsory binding arbitration. There are not strikes as a result of negotiations disputes when arbitration is the final step in the dispute settlement process.

d) "Arbitration lengthens the process."

- Again, quite the contrary! The data show that the mere presence of an arbitration procedure enhances the potential for a negotiated settlement short of its actual use. When the parties know that the issues in a dispute will be subject to third party scrutiny and determination, the tendency is to take more reasonable and defensible positions in the interest of reaching bilateral agreement.

It should be noted that Alaska has had for over ten (10) years the statutory requirement of binding arbitration on grievance disputes. The track record in this arena clearly shows that the vast majority of grievances do not get to arbitration in that the parties are generally able to reach agreement on their resolution and that the arbitration decisions which have been rendered have not been particularly burdensome for either party.

Finality in teacher negotiations is essential. Too much time, energy, and human resources is customarily being spent by both sides in the teacher collective bargaining process as a result of negotiations impasse disputes which would be better spent on the task of education.

NEA - ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

JUNEAU OFFICE
[illegible]

ANCHORAGE REGIONAL OFFICE
[illegible]

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May 4, 1983

TO: Senator Joe Josephson, Chair
Members, Senate HESS

RE: SB 78; NEA-Alaska and AASB Meeting

At the request of the Committee we met on 1 May to discuss and explore options attendant to a mutually acceptable collective bargaining bill to be used as a substitute for SB 78.

While the discussions proved insightful and revealed some areas of commonality of thought on collective bargaining generally at least five (5) basic concepts continue to be deterrents to a mutually acceptable bill.

a) Scope of Negotiations:

- AASB prefers a specific list of items which would be subject to collective bargaining, especially if arbitration is to be the final step in the bargaining process.

- NEA-Alaska prefers that the current definition continue, incorporating with the "Local Option". It is our opinion that a specific and limiting list unnecessarily constrains the parties in resolution of problems.

b) Negotiability vs Arbitrability:

- AASB feels that all of the items subject to negotiations should not necessarily be included in the issues which may be placed before an arbitrator.

- NEA-Alaska feels that any unresolved item which is legitimately included as part of a collective bargaining process should be subject to arbitration.

c) Management Rights:

- It is the position of AASB that the presence of an arbitration provision necessitates the inclusion of specific management rights statements.

- NEA-Alaska feels that the presence of 14.20.610 clearly reserves to a school board its rights, responsibilities, and authority and gives the board substantial latitude on matters attendant to policy.

d) Finality through:

- conventional arbitration, last best offer arbitration, strike, unilateral determination.

e) AASP concern for effect of financial exigencies vis a vis reducing program and staff.

With a major share of the time being devoted to a, b, and c and not producing a bilateral understanding, items d and e were not fully discussed.

Respectfully submitted:

Robert Manners
Executive Secretary

RM:lc

MEMORANDUM State of Alaska

TO Allen Blume
Special Assistant
Governor's Office

DATE April 18, 1983

FILE NO 377-092-83

TELEPHONE NO 465-3600

FROM Norman C. Gorsuch
Attorney General

By: Arthur H. Peterson
Assistant Attorney General
and Regulations Attorney

SUBJECT CSSB 78 (HESS)
(educational employees negotiations)

As you requested, attached is the proposed final version of the CS for SB 78.

This proposed bill is ready to be submitted to Senator Josephson.

AHP/jb

Attachment

cc w/enc.: John Rubini
Assistant Attorney General
Juneau

SB 78
POSITION PAPER

Collective Bargaining Between School Boards and Their Employees

The Committee Substitute for Senate Bill 78 has recognized three basic fundamentals which the Administration feels are vital in meeting the needs of educational collective bargaining:

1. The proper philosophical approach to public employment collective bargaining as stated by the Legislature in the Policy Declaration of AS 23.40 will protect the inherent right of elected public officials to manage, balanced against the employees' inherent right to participate in the development of the rules used to manage.

2. The need to continue the integrity of a separate Educational Title in the Alaska Statutes, where the needs of school district employees and school boards can be recognized.

3. The right of all school district employees to organize into representative groups of their own choosing, and to have a bilateral resolution to the collective bargaining process that will be overseen by an Educational Labor Relations Agency.

In addressing specific requirements of the bill, the Administration finds itself in agreement with:

1. The establishment of an Educational Labor Relations Board composed of the present State Labor Relations Agency plus, an additional two members from the educational community. This coupling of those already versed in Labor Related decisions on the record with the insight of those from Educational Community will save both time and money in implementing the new law change.

2. Overcoming the uncertainty found in AS 14.20.550 by defining "administrators" who may or may not participate in collective bargaining is long overdue. In addition, clarifying the right of non-certificated educational employees to organize, thus making them equal to their counterparts in State service is also looked upon by the Administration as an important step toward equitability in the law.

3. The establishment of a series of steps beyond impasse to bring bargaining to a bilateral conclusion by allowing for one of the following. A ten-day cooling off period, followed by the schoolboards' right to choose between unlimited strike followed by mediated arbitration, a limited 45-day strike followed by mediated arbitration, or an immediate move to mediated arbitration. These choices

preserve the District Schoolboards' opportunity to choose the vehicle it feels best in a given situation, while ensuring the employee groups with a bilateral ending.

As the parties can move to resolution at any point, the pressure of the above actions will spur both parties to seek compromise as quickly as possible.

4. The use of Alaskan arbitrators versed in contract resolution, education and the needs of the public will help alleviate the fears of both Schoolboard and employee representative organizations that they will not get a fair contract under this system.

Prepared by:

Guy Stringham — Date 4/18/83
Director
Division of Labor Relations

Approved by:

Lisa Rudd — Date 4/18/83
Commissioner
Department of Administration

ASSOCIATION OF ALASKA SCHOOL BOARDS
326 FOURTH ST., SUITE 204 ● JUNEAU, ALASKA 99801 ● PHONE 586-1083

BINDING ARBITRATION

The Association of Alaska School Boards has, for years, maintained strong opposition to the concept of binding arbitration in the collective bargaining process not primarily because binding arbitration is a bad process for the settlement of disputes, but because of the manner in which the law is written. AASB has grave concerns that the proposed manner of implementation of binding arbitration could cause grave inroads into the instructional processes of school districts.

Alaskans are really "babes in the woods" when it comes to binding arbitration. The general assumption is that either we have it or we don't have it. If we have it, we assume that it should merely be added onto the law we currently have. It should apply to what now is currently negotiated. This notion is wrong.

The problem is that only recently have we been recognized that there needs to be a definition as to what is negotiable. Our state statutes essentially make everything negotiable and the Alaska Supreme Court has limited this to some degree. However, it is still very much the case that collective bargaining in Alaska can and does involve policy as well as working conditions, wages, and hours. Because binding arbitration removes final decisions from the employer and the employee, it would appear to me that it is premature for us to deal with one swoop to grant binding arbitration for positions unless we determine what it is that we are willing to submit to this process.

Binding arbitration legislation in other states provides a wide variety of options for Alaskans to look guidance from. Some examples are:

Wisconsin

Both parties must agree to binding arbitration. If the parties do not agree, then employees have the right to strike after [illegible]

Maine

Binding arbitration only on non-economic issues. Binding arbitration on all others.

Iowa

Binding arbitration on specific categories of issues with final impasse

rights section and clear delineation of:
- mandatory items of bargaining
- optional items of bargaining of the parties agree
- prohibited items of bargaining

New York

Strong limitation on items submitted to arbitration and strike prohibition measures, including prohibiting dues collection by employers for strikers and double pay deductions for every day on the picket line.

Sound legislation dealing with binding arbitration should create a balance between the needs and rights of management and those of labor. Management needs a rights statement that clearly spells out the limits to which binding arbitration can infringe upon the responsibility of a school district to make management decisions. The responsibility of the school district is to provide a quality education for every child. Binding arbitration provisions should not interfere upon this responsibility.

Failure to act on this extremely important problem would be the crux of our opposition to binding arbitration. Failure to provide the ability to reduce certificated staff numbers as a means of restructuring the resource allocation of the district makes all kinds of discriminatory and academically unsound practices necessary. We feel arbitration awards that would require a reduction of classified staff while certificated personnel are protected from the same fate is discriminatory. To protect certificated staff from lay off and thus force reduction in expenditures into the textbook purchase, student activities or maintenance of facilities could be educationally unsound. Binding arbitration, under current legislative proposals will force these conditions upon us eventually.

Given these conditions, elected public officials, the school board, will be prohibited from performing their public charge, that of providing a quality education for every child.

RESOLVING IMPASSES

[¶5621] Handling impasses.—The best way to handle impasses is to avoid them by making the negotiation process work. But if the parties are not able to reach agreement in the course of negotiations, what happens? Public sector strikes are generally illegal. So various strike alternatives have been tried and new techniques are constantly being developed to solve this high-voltage problem.

Solutions will probably not be found until there's consensus about the meaningful differences between public and private employment. To what degree are they great enough to make techniques used in the private sector inappropriate? Views about this haven't jelled. Until they do, diversity in methods for settling contract disputes will continue—mediation, factfinding, arbitration and legal and illegal strikes.

Mediation

[¶5625] What is it?—Mediation has been defined as "assistance by an impartial third party to reconcile an impasse between the public employer and the exclusive representative regarding wages, hours, and other terms and conditions of employment through interpretation, suggestion, and advice to resolve the impasse" [Haw. ¶11,102].

Mediation is generally either the required or authorized first step in an impasse procedure. Although other impasse techniques are often subject to legal attack, mediation is not. Since there is no element of compulsion, there are no problems of unlawful delegation of governmental power.

A mediator's job is to find common grounds for agreement when the parties cannot, and through informal techniques promote settlement of contract disputes. In the public sector, a mediator also participates in "preventive mediation" by serving as a catalyst for negotiations prior to the collective bargaining process.

[illegible]

What are their *real* concerns? What have they been advocating for trading purposes and what are the real "musts"? Are they willing to effect a compromise on any of their supposed "musts"? Are they aware of the chances they are taking in letting a dubious position go to factfinding?

After exploring issues in private conference, the mediator often urges resumption of direct negotiations. He/she may preside over several bargaining sessions before again separating the parties. He may urge one team or the other to state openly what it has said privately. Negotiators may find it advisable to comply but make their doing so contingent upon acceptance of a counter-proposal or upon the other side's willingness to modify or withdraw certain of its demands. A skillful mediator will explore every avenue in open session that might prove to be the catalyst leading to resolving the impasse.

The mediator may go further. If his or her advice has been rejected in part or in toto, the mediator still may present specific recommendations. These may stem from the neutral's own concept of what it would take to break a deadlock or from mere intuition as to what will be acceptable to the parties.

MEDIATOR IS NOT AN ARBITRATOR — Remember that the mediator isn't an arbitrator with the authority to impose a settlement upon the parties. He or she recommends but cannot mandate. In some states, a mediator's recommendations, if rejected, cannot even be referred to or given any weight in factfinding proceedings.

[¶ 5623] Mediator's techniques — The mediator is generally free to adopt any technique that will help settle a dispute. One exception is that some jurisdictions do not permit the mediators to make their findings public — or even submit them to a factfinder.

[illegible]

➪ BUT IT MAY BE INEVITABLE -➤ If a truly important principle is involved, the party must go to factfinding regardless of costs.

Factfinding

[¶5635] What is it?—Factfinding is often the second step in the hierarchy of impasse techniques used in the public sector. If mediation fails, factfinding begins. Factfinding is the investigation of a public sector labor dispute by an individual, panel, or board that submits a report to the parties describing the issues involved. The report may contain recommendations for settlement and sometimes may be made public.

Factfinding, like mediation, is not usually attacked legally because factfinders' recommendations are not binding on parties. Many state laws authorize or require it. In addition, the parties may agree to submit disputes to factfinding in the absence of a legal requirement to do so.

Factfinding differs from mediation in that it is a formal proceeding. It is comparable to arbitration with one important difference. Factfinding leads to recommendations for settlement. Arbitration makes a prescribed settlement.

➪ ADVISORY ARBITRATION -➤ Factfinding is similar to advisory arbitration. When the process is used to settle grievance disputes, it is generally called advisory arbitration. When used to settle contract disputes, it is called factfinding.

[¶5636] Who serves as factfinder?—Factfinders are generally supplied by labor relations boards. They often are experienced persons in public sector arbitration.

➪ CHECK THE PROVISIONS OF APPLICABLE -➤ Statutes usually do require a commitment for factfinding. But if you have a choice, either party may be able to block the factfinding by agreeing to recommendations made it impossible. Here are factfinding rules and procedures:

[¶5637] Factfinding procedures—Factfinding procedures vary in many ways but do not usually differ greatly. Generally the law or rules of the factfinding agency prescribe the procedures to be followed if there is no agreement between the parties. The exception is the factfinding conducted by the American Arbitration Association.

The following procedures are typical of factfinding:

- Commencement of proceedings after conciliation or mediation efforts by the agency with terms of offers being communicated to the public or private sector if impasse continues
- The employer is contacted and given an opportunity
- The employee - public or
- Controlling statutes
- The bargaining issues of the parties
- The public interest

[¶5638] What factfinders do—Factfinders usually hold hearings at which they receive evidence and testimony. They may subpoena witnesses and documents. They may administer oaths. Hearings are informal. Rules of evidence usually do not apply.

Factfinders usually have the power to compel the attendance of witnesses and the production of documents. They may also have the power to administer oaths. Hearings are informal. Rules of evidence usually do not apply.

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[¶5639] Factfinding reports—Factfinders usually issue written reports containing findings of fact and recommendations for settlement. Sometimes they are required to make their reports public if the dispute is not settled within a specified time after the factfinder's appointment. Sometimes the factfinder has the discretion to make the report public.

Factfinding reports usually contain:

- Findings of fact and recommendations for settlement
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[¶5641] Factfinding reports—Factfinders usually issue written reports containing findings of fact and recommendations for settlement. Sometimes they are required to make their reports public if the dispute is not settled within a specified time after the factfinder's appointment. Sometimes the factfinder has the discretion to make the report public.

Factfinding reports usually contain:

- Findings of fact and recommendations for settlement
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Factfinders perform their function as the law requires or, if there is no law, as their experience dictates. For example, private communications with a factfinder may be taboo. Generally, a factfinder can't even communicate in writing with one of the parties without giving notice to the other and an opportunity for both to comment on the subject discussed.

Acceptability to both parties is the chief object of professional factfinders.

[¶5639] The hearing.—Even though factfinders make nonbinding recommendations, they expect and merit professional presentation of the positions of both parties. This is no task for amateurs. The agency's legal counsel may qualify if well versed in the technique of handling grievance arbitrations. If the agency has a labor relations department, its director or a staff member should be qualified. *How an agency's case is presented may be more important than what is presented!*

PUT YOUR BEST FOOT FORWARD → Don't assume that a factfinder is merely going to add two figures and then divide by two. Put forward your best proposals. Don't hold back anything you're willing to concede. How equitable a factfinder's recommendations are depends largely on how persuasively the case is presented.

After both parties have had all the time necessary to present their cases at the formal hearing, the factfinder prepares a report and recommendations on each issue submitted. Occasionally a specific issue will be remanded to the parties for further negotiation.

The factfinder's report is presented initially for private consideration by both parties. After a short period of perhaps a few days, the recommendations, if not accepted by both parties, may be made public. More often than not, further negotiations are required. In some States another impasse-resolving panel may hold further hearings.

[¶5640] A hypothetical factfinding case.—Assume factfinding is the result of stalled contract talks by an employer and an employee organization [illegible]

[illegible]

Outcome: The factfinder prepares a graduated list of the last three years' salary scales from both the city's and the union's lists of comparable libraries. He/she discovers that—on the combined list—the city ranked seventh for two of the three years. This year, however, it fell to ninth. The city's tax rate and base are compared with those of adjoining communities. The factfinder discovers that although the city's tax base is small, its rate is fairly low, so a tax increase isn't out of the question.

The factfinder recommends a two-year contract with an 8% boost in the first year. This increase will bring the city's libraries back into seventh place in salaries. He/she recommends that the increase be broken up into two parts—4% now and 4% in six months—in order to ease the boost's burden on the city. For the second year, a cost-of-living adjustment based on the regional Consumer Price Index is recommended to give the librarians an inflation hedge.

Arbitration

[¶5645] [illegible]

[illegible]

settlement by finding common grounds of agre[illegible] meeting privately with each of them and making recommendations. If mediation efforts fail, the neutral arbitrates the dispute, and all decisions are final and binding.

Authorities are divided on the value of this technique. Those objecting claim that taking off a mediator's hat and putting on an arbitrator's hat is easier said than done. They believe it is impossible for a neutral to participate as a mediator without undermining one's authority as an arbitrator. Both the New York City arbitration law [N. Y. ¶25,034] and the Eugene, Oregon, ordinance [Ore. ¶25,011] specifically authorize impasse panels to mediate.

Strikes

[¶5651] What is a strike?—A strike is the concerted refusal of employees to perform all or part of their work as a pressure tactic for improving working conditions. [illegible]

[illegible]

treason, government employment is a privilege and not a right, and strikes run counter to the public interest. There is still near total agreement that many strikes cannot be tolerated. Mass walk-outs by police and fire officers can have disastrous consequences. Extended walkouts by others such as sanitation workers can also seriously endanger the public health and welfare.

☞ ON THE OTHER HAND → There's a growing awareness that public employment isn't the sole factor in determining whether services are essential. For example, are strikes by public sector clerks and park attendants more serious than those of private sector utility workers? Or strikes by public sector bus drivers more disruptive than strikes by private sector bus drivers?

Reappraisals These considerations have made a small but growing number of policy-makers conclude that blanket strike bans are not justified (permissive laws in Alaska, Hawaii, Pennsylvania, Vermont illustrate this). Moreover, they don't work. Public employers have not abandoned and are not likely to abandon a successful technique when the wages are big enough to make the risk worthwhile. Strike penalties are not a deterrent if they're not enforced and many strike settlements include an agreement for amnesty.

☞ AN EXAMPLE → The illegal postal strike of 1970 resulted in generous increases for postal wages and other fringes, the eventual recognition of unions for postal employees and coverage of postal workers under the National Labor Relations Act. Moreover, no one went to jail.

From the employee view, the danger in the threat of a possible unfair leverage. But the employer may also prefer a strike, in some instances, to the alternative of a settlement imposed by a third party such as an arbitrator. As one management negotiator put it, "We'll live with a strike."

safeguard against arbitrary action [City of Spokane v. Spokane Police Guild (S. Ct., 1976) No. 43954, 553 P. 2d 1316]. The Court also pointed out that although a binding arbitration award could result in the need for a city to raise taxes, the arbitration law itself didn't unconstitutionally impose a tax on the city to meet the costs of an arbitration award. But the Supreme Court of Utah hold the state couldn't withdraw the power of local elected officials to determine wages, hours and conditions of employment for firefighters and grant it to a panel of private citizens without providing for court review or any other safeguard to protect the public interest [Salt Lake City v. IAFF (Utah S. Ct.) No. 14689, 4-25-77].

The Colorado Supreme Court barred binding arbitration in public sector disputes as an unconstitutional delegation of authority, without considering the issue of safeguards [Greeley Police Union v. City Council of Greeley (S. Ct., 1976) No. 26992, 553 P. 2d 790].

POWER TO TAX → Some laws meet the objection against giving an arbitrator power over the purse strings by providing that an award requiring legislative implementation is not final until that body acts (N.Y. § 25.04[illegible]).

[¶5644] OTHER OBJECTIONS – The basic objection to binding arbitration, legal arguments aside, is that it undermines the collective bargaining process. [illegible]

[illegible]

non-monetary item! (Similar examples could be offered with regard to evaluation procedures, etc.)

VI. <u>"Rules" disenfranchises from collective bargaining certain employees now covered by negotiating agreements</u>. Some employees now covered by some agreements, e.g., assistant principals, would be disenfranchised under the proposed AS 14.1u.615(2) of "Rules".

SENATE AMENDMENT

By Josephson

To: Committee Substitute SENATE BILL No. 78(HESS)

To: _____ HOUSE BILL No. _____

PAGE: LINE:

Page 1, line 12: Delete "all public school employees" and add "certificated public school employees"

Page 1, line 21: Delete "all educational employees" and add "certificated public school employees"

Page 1, line 25: Delete brackets around "certificated"

Page 1, line 27: Delete "and noncertificated

Page 2, lines 9-18: Delete all brackets

Page 2, lines 11-13: Delete all underlined language.

Page 8, line 5: Delete "noncertificated employees or"

Page 8, lines 11-13: Delete "noncertificated or"

Page 10, line 27: Delete Sec. 4.

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

1. to share in a joint decision making process which fosters an exchange of ideas and information on operations and ....

2. Upon petition for certification by 25% of the employees in a proposed or existing negotiating unit and ....

3. Change Section 9

Within 30 days of the effective date of this act, the board shall meet and, by written resolution, decide whether mediated arbitration or a limited strike shall follow the mediation procedure described in 14.20.570

4. to use the services of the FMCS or American Arbitration Association in the selection of an arbitrator who must be an Alaskan resident and the parties shall comply with the procedure of the FMCS or AAA.

5. Change (C)

The decision of the arbitrator shall take into consideration (1) the history of negotiations between the parties before entering arbitration, (2) the public interest and financial abilities of the school district, (3) the interest and welfare of the employee group (4) changes in the cost of living (5) the existing employment conditions of the employee group compared with those of similar groups and (6) the overall compensation, fringe benefits and other conditions of employment prevailing in the state labor market.

6. Add new sec. Determination Board

(A) Composition of an appeal. Upon application of a party, the court shall confirm an award unless grounds are urged for vacating or modifying or correcting the award

(B) Vacating an award. Upon application of a party, the court shall vacate an award if

(1) the award was procured by fraud or other unfair means

(2) there was evident partiality by an arbitrator appointed as a neutral or corruption by any of the arbitrators or misconduct prejudicing the rights of a party

(3) the arbitrators exceeded their powers

(4) the arbitrators refused to postpone the hearing upon sufficient cause being shown for a postponement or refused to hear evidence material to the controversy or otherwise so conducted the hearing, as prejudicial substantially the rights of a party

(5) [illegible]

be granted by a court of law or equity is not ground for vacating or refusing to confirm the award.

(c) An application under this section shall be made within 90 days after delivery of a copy of the award to the applicant. However, if the application is predicated upon corruption, fraud or other undue means by either the opposing party or an arbitrator, it shall be made within 90 days after the grounds are known or should have been known.

(d) In vacating the award the court may order a rehearing before new arbitrators chosen as provided in the agreement, or in the absence of a provision in the agreement, by the provisions of 14.20.583 of this chapter, or, if the award is vacated on grounds set out in (a) (3) or (4) of this section, the court may order a rehearing before the arbitrators who made the award or their successors appointed in accordance with the above. The time within which the agreement requires the award to be made is applicable to the rehearing and commences from the date of the order.

(e) If the application to vacate is denied and no motion to modify or correct the award is pending, the court shall confirm the award.

(f) Modification or correction of award by court. [illegible]

Teachers' Collective bargaining 2 / 78 m

DRAFT S 7
Law 4-13-83 JB

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

IN THE SENATE

BY THE HEALTH, EDUCATION AND SOCIAL SERVICES COMMITTEE

CS FOR SENATE BILL NO. 78 (HESS)

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTEENTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act relating to teachers' collective bargaining agreements; and providing for an effective date."

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

* Section 1. AS 14.20 is amended by adding a new section to Article 6 to read:

Sec. 14.20.[illegible]. DECLARATION OF POLICY. The legislature finds that it is in the best interests of the state to guarantee educational employees the opportunity to form employee organizations and to negotiate with respect to the terms and conditions of their employment.

* Sec. 2. AS 14.20.[illegible] is amended to read:

Sec. 14.20.[illegible]. NEGOTIATIONS WITH CERTIFICATED EMPLOYEES. (a) Each city, borough and regional school board, shall negotiate with its certificated and noncertificated employees in good faith on matters pertaining to their employment and the fulfillment of their professional duties.

(b) In this article the term "certificated employee" includes teachers, counselors, principals, assistant principals, and other certificated professional personnel, but does not include superintendents, assistant superintendents, and other certificated executive administrative personnel who the school employer has authority to designate as managerial employees in accordance with criteria established by the [illegible].

* Sec. 3. AS 14.20.[illegible] is amended to read:

(a) Negotiations between the [CERTIFICATED] employees of the regional educational attendance areas and the respective regional school boards ~~shall~~ may be conducted by one team representing all the [CERTIFICATED] employees [, ONE TEAM REPRESENTING ALL THE CERTIFICATED ADMINISTRATIVE PERSONNEL IF THEY HAVE JOINED TOGETHER TO NEGOTIATE INDEPENDENTLY AS PROVIDED IN AS 14.20.560(f),] and one team representing all the participating regional school boards. However, if administrative personnel or noncertificated employees have joined together to negotiate independently as provided in AS 14.20.560(f), a team representing the independent employee organizations shall participate in the negotiations.

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

Sec. 14.20.560. NEGOTIATING UNIT. (a) The educational employees labor relations agency shall decide in each case, in order to assure to employees the fullest freedom in exercising the rights provided under AS 14.20.550 -- 14.20.610, the unit appropriate for the purposes of negotiation, based on such factors as community of interest, wages, hours and other working conditions of the employees involved, the history of negotiating, and the desires of the employees. Negotiating units shall be as large as is reasonable, and unnecessary fragmenting shall be avoided.

add (2)

(b) If the educational employees labor relations agency has reasonable cause to believe that a question of representation exists, it shall provide for an appropriate hearing upon due notice. If the educational employees labor relations agency finds that there is a question of representation, the educational employee labor relations agency shall direct an election by secret ballot to determine whether or by which organization the employees desire to be represented and shall certify the results of the election. Nothing in this section

prohibits the waiving of hearings by stipulation for the purpose of a voluntary certification consent election in conformity with the regulations of the educational employee labor relations agency or an election in a negotiating unit agreed upon by the parties. The educational employees labor relations agency shall determine who is eligible to vote in an election and shall establish rules governing the election. In an election in which none of the choices on the ballot receives a majority of the votes cast, a runoff election shall be conducted, the ballot providing for selection between the two choices receiving the largest and the second largest number of valid votes cast in the election. If an organization receives the majority of the votes cast in the election it shall be certified by the educational employees labor relations agency as exclusive representative of all the employees in the negotiating unit.

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

(d) Nothing in this chapter prohibits recognition of an organization as the exclusive representative by a board by mutual consent.

(e) No election may be directed by the educational employees labor relations agency in a negotiating unit in which there is in force a valid agreement, except during a 90-day period preceding the expiration date. However, no agreement may bar an election upon petition of persons in the negotiating unit but not parties to the agreement if more than three years have elapsed since the execution of the agreement or the last timely renewal, whichever was later.

(f) Nothing in this section shall be construed to prevent noncertificated employees or certificated administrative personnel groups from having the right to negotiate independent of the other personnel

if they choose to do so as the result of a secret ballot. If noncertificated or certificated administrative personnel seek to negotiate independent of other certificated employees, the educational employees labor relations agency shall review the submitted representation petition and, if 25 percent of the employees in a proper negotiating unit sign the petition, shall conduct a representation election.

* Sec. 5. Nothing in this Act terminates or modifies an existing negotiating unit or agreement if the unit or agreement is in effect on the effective date of this Act.

* Sec. 6. AS 14.20 is amended by adding a new section to read:

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

(b) The negotiating meeting may be held in executive session upon mutual agreement of both parties, but all final agreements shall be made at a public meeting of the school board.

* Sec. 7. AS 14.20.570 is amended to read:

Sec. 14.20.570. MEDIATION. (a) Upon the written request for mediation by an employee bargaining agency or a school board, and upon certification by the requesting party that the parties cannot agree on an independent private mediator and that good faith negotiations have terminated in an impasse, the following occurs:

(1) Within seven days of the certification the requesting party shall ask the United States Federal Mediation and Conciliation Service to serve as the agency to resolve the dispute. The requesting

party shall notify the educational employees labor relations agency that the parties have requested a mediator.

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

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

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

(b) If the mediation meetings are held during the school day, teachers representing an employee bargaining agency shall be released from classroom or other assigned duties without penalty or loss of pay.

* Sec. 8. AS 14.20.580 is repealed and reenacted to read:

Sec. 14.20.580. ~~MEDIATION FAILURE~~ Continued Impasse. The mediator shall notify the agency when the parties jointly agree, or when the mediator independently determines, that further mediation would not promote resolution of the dispute. Following mediation, the parties shall observe a 10-day cooling-off period.

* Sec. 9. AS 14.20 is amended by adding new sections to read:

Change (3)

Sec. 14.20.581. LOCAL OPTION. (a) If a dispute still exists following the period described in AS 14.20.580, the board shall meet and, by written resolution, decide whether to allow the employees to engage in an unlimited strike, as described in AS 14.20.582(a),

whether to allow the employees to engage in a limited strike, as described in AS 14.20.582(b), or whether the parties shall immediately submit to mediated arbitration under AS 14.20.583.

(b) Any resolution adopted in accordance with this section is binding until an agreement is reached.

Sec. 14.20.582. EMPLOYEE STRIKES. (a) If the board adopts a resolution which authorizes employees to engage in an unlimited strike, the employees may engage in a strike if a majority of the employees in the negotiating unit elect to do so.

(b) If the board adopts a resolution which authorizes employees to engage in a limited strike, the employees may engage in a limited strike if a majority of the employees in the negotiating unit elect to do so. A limited strike may not exceed ~~45~~ 21 calendar days. If no agreement is obtained within ~~45~~ 21 days, the parties shall submit to arbitration under AS 14.20.583.

(c) If employees elect not to strike in the election described in (a) or (b) of this section, the board is not required to participate in arbitration, however the parties may request continued assistance from the LRA in resolution of the dispute.

(d) During a strike described in (a) ~~or (b)~~ of this section, an aggrieved person may apply to the superior court in the judicial district in which the strike is occurring for an order enjoining the strike. A strike may not be enjoined unless it can be shown that it has begun to threaten the health, safety or welfare of the public. A court, in deciding whether or not to enjoin the strike, shall consider the total equities in the particular class. "Total equities" includes not only the impact of a strike on the public but also the extent to which employee organizations and public employers have met their statutory obligations. If an impasse or deadlock still exists after the issuance of an injunction, the parties shall submit to arbitration

DRAFT
Law

under AS 14.20.583.

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

Sec. 14.20.583. ARBITRATION. (a) The parties shall submit to mediated arbitration if the board adopts a resolution under AS 14.20.581 which precludes an employee strike, or if arbitration results under AS 14.20.582(b) or AS 14.20.582(c). Mediated arbitration means that the arbitrator may propose compromise positions to points in dispute as part of the arbitration process. Each party shall agree to the decision prepared by the arbitrator.

(b) An agreement between a board and an employee group must include a procedure to promptly select an arbitrator. However, if are unable to agree on a ~~there is no~~ contractural provision which provides for the selection of an arbitrator, the educational employee labor relations agency shall direct ~~provide~~ the parties (9) a ~~list of seven arbitrators, each of who must reside in Alaska. The educational employee labor relations agency shall define a system for the parties to select an arbitrator from the submitted list~~.

(5) (c) Within five days after the arbitrator has been selected, the board and the employee organization must present to the arbitrator its facts with respect to the items in dispute.

(d) The arbitrator shall issue a final and binding decision ~~not more than 10 days~~ after the parties have presented their final written arguments.

(6) (e) The parties shall share the cost of the arbitrator equally. ← Add new e

* Sec. 10. AS 14.20.590 is amended to read:

Sec. 14.20.590. GRIEVANCE PROCEDURES. Negotiations agreements executed after July 1, 1975 shall define "grievances" and provide for grievance procedures [FOR THE CERTIFICATE STAFF]. The grievance procedures shall provide that the final step in the procedure shall be

binding arbitration. The negotiations agreement shall provide a method for the selection of an arbitrator to resolve grievances.

* Sec. 11. AS 14.20.600 is amended to read:

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

(b) The educational employees labor relations agency shall prescribe a manner consistent with the purposes of AS 14.20.550 -- 14.20.610 to safeguard the rights of nonassociation of employees having bona fide religious convictions.

* Sec. 12. AS 14.20 is amended by adding new sections to read:

Sec. 14.20.605. EDUCATIONAL EMPLOYEE LABOR RELATIONS AGENCY. (a) There is established an educational employee labor relations agency which consists of five members. The three members of the state labor relations agency (AS 23.40) are members of the educational employee labor agency. The governor shall appoint two additional members to the agency, one each from lists submitted by the NEA AK and AASB and each of who must have at least three years experience in matters relating to education in Alaska. The two gubernatorial appointees to the educational employees labor relations agency serve at the pleasure of the governor.

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

(c) The educational employees labor relations agency may employ staff assistance as it considers necessary to implement the provisions of AS 14.20.550 -- 14.20.610.

Sec. 14.20.606. POWER TO IMPLEMENT NEGOTIATIONS. (a) The educational employees labor relations agency shall perform the

functions described in AS 23.40.120 -- 23.40.180 to carry out the provisions of AS 14.20.550 -- 14.20.610.

(b) The unfair labor practices described in AS 23.40.110 apply to a board and an employee organization.

* Sec. 13. AS 14.20.610 is amended to read:

Sec. 14.20.610. LEGAL RESPONSIBILITIES OF BOARDS. Nothing in AS 14.20.550 -- 14.20.600 may be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the school board including its right to make final decisions on <u>educational</u> policies.

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

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

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date: January 24, 1984

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

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

EXPENDITURES/REVENUES: (Thousands of Dollars)

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

FUNDING: (Thousands of Dollars)

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

POSITIONS:

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

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

ANALYSIS: Attach a separate page for analysis

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

Approved by Commissioner: Jim Robinson Date: 2/14/84
Agency: Labor
LEG:A:33
Distribution (by Agency preparing fiscal note):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

12/1/83

FISCAL NOTE

THE LEGISLATURE OF THE STATE OF ALASKA
THIRTEENTH LEGISLATURE
BILL/RESOLUTION NO: SB 78
TITLE: "An Act making the Public Employment Relations Act..."
AGENCY AFFECTED: Department of Labor
Page 2

Detail Analysis for Senate Bill 78

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

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

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

Assumptions:

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

LEG:A:33

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Clerk IV				9B	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Anchorage				

	CONTINUATION LEVEL		ADDITION	X
3				
4	Type of Expenditure		Amount	
	1	2	3	
	PERSONAL SERVICES			
5	Salary	21,420		
6	Benefits	3,577		
7	Supplemental Benefits	1,313		
8	Fixed Benefits	2,724		
9	TOTAL PERSONAL SERVICES	01		29,034
10	Travel	02		-0-
11	Contractual	03		13,170
12	Commodities	04		1,000
13	Equipment	05		1,600
14	Other			
15	TOTAL COST			44,804

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	44,804
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

For M&B Use Only
4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

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

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

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

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1

Revised Date

LEG:F:3

	Position Title			Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Clerk Typist II			7B	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Anchorage				

	CONTINUATION LEVEL		ADDITION	X
3				
4	Type of Expenditure		Amount	
	1	2	3	
	PERSONAL SERVICES			
5	Salary	19,026		
6	Benefits	3,177		
7	Supplemental Benefits	1,166		
8	Fixed Benefits	2,724		
9	TOTAL PERSONAL SERVICES	01	26,093	
10	Travel	02	-0-	
11	Contractual	03	13,731	
12	Commodities	04	1,000	
13	Equipment	05	1,600	
14	Other			
15	TOTAL COST		42,424	

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	42,424
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

For M&B Use Only
4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

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

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

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

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1

Revised Date

LEG:F:4

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV	DISAPP.
1	Wage and Hour Investigator I				16A	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Fairbanks				

3	CONTINUATION LEVEL		ADDITION	X
4	Type of Expenditure			Amount
	1		2	3
	PERSONAL SERVICES			
5	Salary		37,359	
6	Benefits		6,239	
7	Supplemental Benefits		2,290	
8	Fixed Benefits		2,724	
9	TOTAL PERSONAL SERVICES		01	48,612
10	Travel		02	10,560
11	Contractual		03	10,083
12	Commodities		04	500
13	Equipment		05	1,600
14	Other			
15	TOTAL COST			71,355

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	71,355
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

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4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

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

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

Travel funds allow for twelve four-day trips costing an average of $520 transportatoin and 360 per diem ($90 X 4 days) per trip.

Contractual services are comprised of telephone charges, equipment rent, management services costs of $4,483, space rent of 3,600, etc.

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1

Revised Date

LEG:F:5

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Wage and Hour Investigator I				16A	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Anchorage				

3	CONTINUATION LEVEL		ADDITION	X
4	Type of Expenditure		Amount	
	1		2	3
	PERSONAL SERVICES			
5	Salary		32,420	
6	Benefits		5,414	
7	Supplemental Benefits		1,987	
8	Fixed Benefits		2,724	
9	TOTAL PERSONAL SERVICES	01		42,545
10	Travel	02		10,296
11	Contractual	03		9,490
12	Commodities	04		500
13	Equipment	05		1,600
14	Other			
15	TOTAL COST			64,431

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	64,431
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

For M&B Use Only
4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

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

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

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

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

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page 1 of 1

Revised Date

LEG:F:6

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Wage and Hour Investigator I				16A	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Anchorage				

	CONTINUATION LEVEL		ADDITION	X
3				
4	Type of Expenditure		Amount	
	1	2	3	
	PERSONAL SERVICES			
5	Salary	32,420		
6	Benefits	5,414		
7	Supplemental Benefits	1,987		
8	Fixed Benefits	2,724		
9	TOTAL PERSONAL SERVICES	01		42,545
10	Travel	02		10,296
11	Contractual	03		9,490
12	Commodities	04		500
13	Equipment	05		1,600
14	Other			
15	TOTAL COST			64,431

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	64,431
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

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JUSTIFICATION

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

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

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

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

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

Page	of
1	1

Revised Date

LEG:F:7

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Wage and Hour Investigator I				16A	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 78	New		Juneau				

3	CONTINUATION LEVEL		ADDITION	X
4	Type of Expenditure		Amount	
	1		2	3
	PERSONAL SERVICES			
5	Salary		32,420	
6	Benefits		5,414	
7	Supplemental Benefits		1,987	
8	Fixed Benefits		2,724	
9	TOTAL PERSONAL SERVICES	01		42,545
10	Travel	02		10,032
11	Contractual	03		9,490
12	Commodities	04		500
13	Equipment	05		1,600
14	Other			
15	TOTAL COST			64,167

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	64,167
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

For M&B Use Only
4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

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

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

Travel funds allow for twelve four-day trips costing an average of $475 transportation and $360 per diem ($90 X 4 days) per trip.

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

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

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

FY 85

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Revised Date

LEG:F:8

	Position Title				Range/Step	Barg. Unit	Form 12 Page/Line	GOV.	APPROV.	DISAPP.
1	Wage and Hour Investigator II				19A	GGU				
	Type of Position	Staff Months	RP Number	PCN Number	BRU Priority	Location	Election District	LEG.		
2	PFT	12	SB 73	New		Anchorage				

	CONTINUATION LEVEL		ADDITION	X
3				
4	Type of Expenditure		Amount	
	1	2	3	
	PERSONAL SERVICES			
5	Salary	37,359		
6	Benefits	6,239		
7	Supplemental Benefits	2,290		
8	Fixed Benefits	2,724		
9	TOTAL PERSONAL SERVICES	01	48,612	
10	Travel	02	10,296	
11	Contractual	03	10,083	
12	Commodities	04	500	
13	Equipment	05	1,600	
14	Other			
15	TOTAL COST		71,091	

	RECEIPT CODE	FUNDING SOURCE		
16		Federal Receipts	1002	
17		G.F. Match	1003	
18	100	General Funds	1004	71,091
19		I-A Receipts	1005	
20		Program Receipts	1028	
21		Other		

For M&B Use Only
4A Key Number __ __ - __ __ - __ __ - __ __ - __ __

JUSTIFICATION

This supervisory position will conduct investigations and informal hearings of unfair labor parties complaints filed with this agency. The investigator will travel extensively throughout the state performing these investigatons and hearings.

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

Travel funds allow for twelve four-day trips costing an average of $498 transportation and $360 per diem ($90 X 4 days) per trip.

Contractual services are comprised of telephone charges, equipment rent, management services costs of $4,483, space rent of $3,600, etc.

One-time equipment charges include a desk, chair, file, partitions, etc.

13 REQUEST FOR NEW POSITION

AGENCY Labor

PROGRAM Worker Protection

BRU Labor Standards and Safety

COMPONENT Wage and Hour

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CS FOR SB 78(HESS) 5/6/83

Changes begin page 6, section 8

added "after public hearing" lines 3-4 and "last best offer' to the term mediated arbitration.

deleted "limited" on line 5 and added "right to.."

lines 12-13, page 6 deleted "limited" when used with strike.

line 7, page 7 added "last best offer" to mediated arbitration.

Page 7, subsection (b) is new - describes the process for last best offer mediated arbitration:

1. Each party submits an offer on all items of dispute.

2. Each party submits oral and written arguments to the arbitrator and is given opportunity to respond to the presentation of the other party.

3. The arbitrator may propose compromises.

4. Either party or the arbitrator may call for public hearing for the purpose of allowing each party to explain their position and final offers.

5. The arbitrator will allow each party to revise its last best offer before final submission.

(c) is the same

(d) the arbitrator shall accept the last best offer of one party without modification, and shall issue a binding decision within 10 days after submission of the final offer.

Section 13, page 11 Added "last best offer" and "right to strike" to line 29.

MEMORANDUM

FROM: Senator Josephson
DATE: March 26, 1984
RE: Analysis of CSSB 78 (Rules)

ANALYSIS OF CSSB 78 (RULES)

This outline reviews some problems under the Rules Committee version of CSSB 78 (hereinafter called "Rules").

I. "Rules" denies to teachers and school boards alike the ability to employ the right to strike as an alternative to arbitration. Cf. "HESS", which allows school boards -- not teachers -- the right to choose between the arbitration mode and the strike mode. Note: we have a current situation in Alaska (Anchorage Community College) in which the employer is saying that the teachers ought to have the unlimited right to strike!

II. "Rules" affords no reasonable finality to the bargaining process. Under "Rules", an arbitrator's award must be confirmed by the legislature (in the case of an REAA), or by the municipal assembly or city council (in the case of a home rule municipality, borough, or city). This confirmation by a political body is in addition to the judicial review provided for. Note: the arbitrator's award is submitted to the assembly or legislature even when the arbitrator has accepted the proposal of the school board and has rejected the proposal of the teachers! Note: in many cases, the award of the arbitrator may actually confirm agreements of the parties; even so, the arbitrator's

award would require legislative confirmation. The "Rules" bill would involve the legislative branch in minutiae. It would put local school boards under more direct control of local assemblies and city council. In the case of REAAs, it would intrude an urban-influenced legislature into the affairs of local school governance.

III. "Rules" make no provision in case the legislature or assembly or city council reject the arbitrator's award. If an award is disapproved, "Rules" says the dispute is remanded to the arbitrator again. But what does the arbitrator do? Does the arbitrator accept the offer the arbitrator previously rejected? Do the parties make new proposals? Does the arbitrator create a package of the arbitrator's own creation? Is the second arbitrator's award also to be reviewed by the assembly, council, or legislature? If so, is it also subject to remand upon disapproval?

IV. "Rules" promotes divisiveness at the local or legislative level. In my opinion, passage of "Rules" will create disharmony between municipal assemblies and school boards, and directly and indirectly involve assemblies in the work of school boards and school administrators -- something that our state local government code and our home rule charters did not intend.

V. "Rules" bill defines grievances too narrowly. "Rules" would limit grievances to issues of "misapplication or misinterpretation of the terms and conditions of a negotiated agreement." Example: The Department of Education (DOE) has regulations governing sexual harassment in the school workplace. "Rules" would not allow an employee to grieve an alleged violation of the state regulations or of adopted school policies. The employee would be caught in a "Catch 22" situation. The employee would not be allowed to grieve such a

case, unless the regulation were part of the negotiated agreement. But the regulation could not be part of the negotiated agreement because it concerns a non-monetary item! (Similar examples could be offered with regard to evaluation procedures, etc.)

VI. "Rules" disenfranchises from collective bargaining certain employees now covered by negotiating agreements. Some employees now covered by some agreements, e.g., assistant principals, would be disenfranchised under the proposed AS 14.10.615(2) of "Rules".

VII. "Rules" restricts arbitration to "salary and monetary items"; thus, the proposal process may not solve a dispute because non-economic issues would be left outstanding, with teachers having neither the right to bargain nor the right to strike.

VIII. "Rules" Sec. 12(b) makes non-negotiable certain conditions of employment that have been traditionally negotiable, e.g., promotions, discipline, transfer, dismissal, and reduction-in-force. Example: Some contracts call for reductions to be made according to seniority principles; others call for reductions to be made by consideration of staff certification and staff preparation to teach particular subjects. Under "Rules", the contractual provisions would no longer be possible. Another example: At present, some contracts require that teachers be given notice of and an opportunity to apply for vacancies at the administrative level. Under "Rules", contracts could not contain such assurances.

PUBLIC EMPLOYEES RELATIONS ACT

(AS 23.40.070-.260) - 1972

SB 78

Amends PERA to include public school district employees
(* this bill is slightly ambiguous on clsaaified employees, but they are included in PERA in SB 104)

23.40.070 DÈCLARATION OF POLICY

Statement that goint decision making is good for government and causes employees to be more responsive. The desire is to provide harmonious relationships.

(1) Recognizes right of employees to organize and negotiate.

(2) Requires employees to ngotiate and enter into written agreements on terms and conditions of employment.

(3) Maintains merit system principles.

23.40.080 RIGHTS OF PUBLIC EMPLOYEES

Establishes right of public employees to organize, negotiate, and engage in concerned activities in their self-interest.

23.40.090 COLLECTIVE BARGAINING UNIT

Establishes the authority of the Labor Relations agency to make determinations on the appropiate collective bargaining unit.

23.40.100 REPRESENTATIVES AND ELECTIONS

(a) LRA to investigate a petition for certification as a bargaining agent.

(1) Petition must contain 30% of the proposed bargaining unit.

(A) Must state that employees want to be represented by a labor oganization.

(OR)

(B) Assent that the current representation is no longer representative of a majority in the unit.

(2) Petition by employees if their is a clause that 1 or more organizations desire recognition of employees in an appropriate unit.

(b) If LRA finds reasonable cause for representations it may hold a hearing, investigate and conduct a secret ballot election. This section also provides for a consent election. The organization with a majority of the votes cast will be certified as the bargaining agent.

(c) Only one election may be held in a 12 month period.

(d) Previdos for mutual consent recognition.

(e) An election may be barred for up to 3 years by agreement. The challenge period is 90 days prior to expiration.

23.40.110 UNFAIR LABOR PRACTICES

(a) Employees or Agent may not:

(1) interfere, restrain, or coerce employees

(2) dominate or interfere with the bargaining agent

(3) discriminate in hiring, firing, terms of employment or membership in the organization

(4) discharge or discriminate against an employee for union activities

(5) refuse to negotiate in good faith

(b) Enabling legislation permitting the parties to agree to:

(1) Closed shop

(2) Agency fee

(c) An employee organization may not:

(1) Restrain or coerce

(A) An employee or

(B) An employer in the choice of the employer's agent or representative.

(2) Refuse to negotiate in good faith

23.40.120 INVESTIGATION AND CONCILIATION OF COMPLAINTS

Establishes authority of LRA is investigate and attempt to resolve unfair labor practice allegations.

23.40.130 COMPLAINT AND ACCUSATION

If there is no informal resolution to an ULP allegation, ajudication shall be in accordance with the Administrative Procedures Act (AS 44.62).

23.40.140 ORDERS AND DECISIONS

Grants authority to LRA to issue cease and desist order or dismiss a complaint.

23.40.150 INFORCEMENT BY INJUNCTION

LRA may through Superior court, seek an order restraining prohibited practices.

23.40.160 POWER TO INVESTIGATE AND COMPEL TESTIMONY

(a) The LRA may subpoena witnesses and evidence and compel attendance.

(b) LRA may administer oaths, receive evidence.

(c) Attendence of witness and production of evidence may be compelled.

(d) A person refusing a subpoena may be ordered to comply through Superior Court.

23.40.170 REGULATIONS

The LRA may adopt regulations as per the Administrative Procedures Act. (AS 44.62)

23.40.180 PENALTY FOR VIOLATION OF ORDER OR DECISION

A person violating an order is guilty of a misdemeanor and may be fined up to $50.00.

23.40.190 MEDIATION

If after a reasonable time of negotiations there exists an impasse the LRA may appoint a mediator or the parties may mutually select a mediator.

23.40.200 ARBITRATION

(a) Classifies employees

(1) Services which cannot be interupted by strike.

(2) Services which could have a limited strike.

(3) Services which could be sustained during a strike.

(b) Define class (a) (1) as police, fire, jail, hospital and other institutional employees. Precludes a strike, provides for arbitration under AS 09.43.030 if mediation does not settle the dispute.

SEC 1: Amends 23.40.200 (b) to include certificated employees of school districts in class (a) (1)

(c) Defines class (a) (2) as public utility, snow removal, sanitation and public school and other educational institutional employees. Provides for strike if mediation does not resolve negotiation. The strike may be enjoined through superior court if it threatens the public health, safety, or welfare. If the strike is enjoined the parties shall submit the dispute to arbitration per AS 09.43.030.

(d) Define (a) (3) to be all other public employees not included in (a) (1) and (2). Provides that these employees may strike, subject to voting requirements.

(e) Provides for mutually agreed voluntary arbitration on rights disputes.

(f) Provides that the parties may incorporate or by reference make the Uniform Arbitration Act AS 09.43 a part of the agreement.

23.40.210 AGREEMENT

Defines an agreement, its maximum length, provides for cost of living differentials, requires a grievance procedure ending in binding arbitration.

23.40.212 AGREEMENT WITH THE BOARD OF REGENTS

(a) Provides that the Regents may have the Department of Administration negotiate on its behalf.

(b) Provides that the Department of Administration will participate in Board of Regents-Employee negotiations and an agreement requires approval of the Department.

23.40.218 FUNDING

Provides that an agreement which requires funding is subject to Legislative Approval.

SEC 2: Amends 23.40.200 (c) to include by implication, classified employees.

23.40.220 DUES AND BENEFIT DEDUCTIONS AND AUTHORIZATION

Provides for deduction and transmittal of dues upon authorization of employees.

23.40.228 EXEMPTION FROM PERA

A person who is a member of a bona fide religious organization may be exempted from becoming a member of the employee organization upon submission of proof of religious conviction to the LRA-Such an employee shall pay an assessment equivalent to union dues and assessments to the union. The union shall contribute an equivalent amount to a charity of its choice, not affiliated with the union.

23.40.230 ASSISTANCE BY DEPARTMENT OF LABOR

The Department of Labor may assist the personnel board on elections and unfair labor practices if there is no objection from the employee organization.

SEC 3: Adds a new sub-section, 23.40.235 which:

(a) Precludes a school board from opting out of PERA for certificated school employees.

(b) Precludes a municipality from opting out of PERA for certificated employees.

23.40.240 EFFECT ON EXISTING UNITS, REPRESENTATIVES, AGREEMENTS

Preserves status quo on passage of the Act.

23.40.245 POSTSECONDARY STUDENT INVOLEMENT IN COLLECTIVE BARGAINING

(a) In post-secondary collective bargaining the parties shall permit a student to attend, observe, participate and have access to all documents and information.

(b) The student may not disclose information unless the parties agree.

(c) The students of the institution involved shall select their representatives.

(d) Up to three student representatives may be involved when various geographic areas are effected.

23.40.250 DEFINITIONS

(1) Collective bargaining-good faith negotiations resulting in an agreement.

(2) Election-a preceeding to determine the bargaining agent.

(3) Labor Relations Agency-responsiblities given to Department of Labor for all public employees who are not state employees.

(4) Organization-Labor or employee organization

(5) Public Employee-any public employee except elected or appointed officials, teachers, and non-certificated employees of school districts.

(6) Public Employee-the state or any political subdivision or a person designated to represent same.

(7) "terms and conditions of employment"- compensation, fringe benefits and employee's personnel policies effecting working condition.

23.40.260 SHORT TITLE

PERA

SEC 4: Amends 23.40.250 (5) to include school district employees in the definition of public employee.

SEC 6: Adds a new paragraph (8) to 23.40.250 which defines school district to include REAA.

SEC 5: Amends 23.40.260 (b) to include school districts in the definition of public employee.

SEC 7: repeals the current teacher bargaining law: AS 14.20.550-610

SEC 8: Preserves the status quo on all current negotiated agreements, bargaining agents and bargaining units with the passage of the Act.

SEC 9: Provides that the Act take effect immediately.

CURRENT TEACHER BARGAINING LAW	CS FOR SB 178 (HESS)	CS FOR SB 78 (HESS)
(AS 14.20.550-160) - 1970	Administration	
This substitute amends the current teacher bargaining law, AS 14.20.550-610, using concepts from PERA and provides non-certificated with the right to organize and negotiate.	This substitute amends the current teacher bargaining law, AS 14.20.550-610 using concepts from PERA and provides non-certificated employees the right to organizate and negotiate.	
14.20.550 - NEGOTIATION WITH CERTIFICATED EMPLOYEES		
Establishes right to negotiate.		
	Section 1.	Section 1.
	Add an introductory policy statement, 14.20.540, similar to that of PERA.	Adds an introductory policy statement, a4,20.540 similar to that in PERA.
	Section 2.	Section 2.
	Amends 14.20.550 to	Amends 14.20.559 to
	(a) Include and give non-certificated employees the right to organize and negotiate.	(a) Include non-certificated employees in the right to organize and negotiate.
	(b) Give guidance to the educational employees Labor Relations Agency as to the job titles that might appropriately be included in a certificated employee bargaining unit.	(b) Provide guidance to the ELRA as to job titles that might appropriately be included in a certificated employee bargaining unit.
14.20.555 - OPTIONAL COORDINATED EMPLOYEE NEGOTIATIONS		
	Section 3.	Section 3.
	Amends 14.20.555	Amends 14.20.555
(a) Applies to REAA's and provides for	(a) To make the option of multi-district	Same as Administration CS

multi-district negotiations through a single team representing employees and a single team representing employees if the parties so choose.

single team negotiations available to all employees. It also provides that administrators and/or non-certificated employees may have separate multi-district single team negotiations.

(b) Establishes negotiating teams of not less than five persons.

(c) Provides that an REAA board may choose to negotiate separately, according to 550.

14.20.560 - TEACHERS BARGAINING GROUPS

Section 4.

Repeals and reenacts 14.20.560.

Section 4.

Repeals and reenacts 14.20.560.

(a) Establishes the right to orgainize and negotiate if a majority of certificated staff so choose, except the superintendent: primarily those employed in the teaching profession in Alaska.

(a) Provides the ELRA with authority to determine an appropriate bargaining unit based on community of interest.

(a) Gives guidance to the ELRA on an appropriate definition for a bargaining unit.

(b) Provides that a school board may request an affidavit from the bargaining agent certifying that it does represent a majority of the certificated employees in the unit.

(b) Gives the ELRA authority to investigate any questions pertaining to representation and to conduct an election, if necessary, according to their procedures, and to certify a bargaining agent. It also provides for consent election.

(b) Establishes criteria (25% petition) as a basis for investigation of a question as to an appropriate unit. Gives the ELRA authority to investigate the question, conduct an election if necessary and certify a bargaining agent. Provides for a mutual consent election.

(c) With a 25% sharing of interest by certificated employees, the school board shall conduct our elections within 20 days to determine a bargaining agent. Results are

(c) Precludes more than one election per year.

(c) Precludes more than one election in a 12 month period.

binding for one year.

(d) Establishes time frames and procedures to commence bargaining. Restricts negotiating team size to five persons.

(e) Provides that parties may negotiate in executive session; final agreements at a public meeting.

(f) Provides that administrators can have separate bargaining units by secret ballot.

(d) Provides for mutual consent recognition

(e) Provides a contract bar to a challenge for up to three years and establishes the timely period for a competing organization to challenge the incumbent bargaining agent.

(f) Provides that administrators and non-certificated personnel may, upon a 25% showing of interest, choose through secret ballot to negotiate separately from certificated employees.

(d) Provides for recognition by mutual consent.

(e) Provides that a contract cannot bar a challenge for more than three years and establishes the period when a challenge is timely.

(f) Provides that administrators and non-certificated employees through a 25% petition may have a secret ballot election to establish separate bargaining units.

Perserves status quo on all negotiating units, agreements, and bargaining agents at the time this act is passed.

Section 5.

Presumes the status quo on all existing collective bargaining agents upon passage of this act.

Section 6.

Adds new Sections 14.20.565.

Section 5.

Add a new Section 14.20.565; Negotiation Meetings.

(a) Same as current 14.20.560.565 (a) except no restriction on the size of negotiating teams.

(b) Essentially the same as current 14.20.560 (e).

size of the negotiations team.

(b) Same as current 14.20.560 (e).

14.20.570 - MEDIATION BOARD

Section 7.

Amends 14.20.570: Mediation

(a) Either party may request mediation.

(a) Same as current 14.20.570 (a).

(1) With seven days the requesting party seeks FMC's service.

(1) Very similar to current 14.20.570 (a)(1) but provides that the ELRA unit be notified.

(2) Role/responsibility of mediator defined.

(2) Same as current 14.20.570 (a)(2).

(3) Within 30 days all resolved items should be reduced to written agreement. Parties may extend time frames.

(3) Deletes 14.20.570 (a)(3).

(4) Restrict team size to five persons.

(4) Should be reimbursed (3), changes 14.20.570 (a)(4) to remove the five person restriction on the size of the representative team.

(b) Same as current 14.20.570 (b).

Section 6.

Amends 14.20.570 (a).

(a) Essentially the same as current 14.20.570 (a).

(1) Essentially same as current 14.20.570 (a)(2).

(2) Same as current 14.20.570 (a)(2).

(3) Deletes current 14.20.570 (1)(3).

(4) Should be renumbered (3) and essentially same as 14.20.570 (a)(4) but removes the restriction on the numbers on the negotiating team.

14.20.580 - THE MEDIATION REPORT

(a) Provides 10 days for parties to accept or reject the mediation report.

(b) If rejected, mediator has five days to review and prepare final report.

(c) If final report is rejected the

Section 8.

Repeals and reenacts 14.20.580 with a new title: Mediation Failure.

Provides that the mediator determines or the parties jointly agree that mediation will not resolve the dispute.

Section 7.

Repeals and reenacts 14.20.580: Continued Impasse.

Provides that if mediator does not produce an agreement the mediator and/or the parties mutually, shall notify the ELRA

Requires notice to ELRA. Provides for a subsequent 10 day cooling off period.

Section 9.

Adds a new Section 14.20.581: Local Option.

(a) School board to meet during cooling off period and decide, by resolution, whether employees shall have access to

- unlimited strike
- limited strike ,
- arbitration

(b) School board resolution is binding until agreement is reached unless parties mutually agrees.

Adds a new Section 14.20.582: Employee Strikes.

(a) If board resolution permits, employees may engage in an unlimited strike if a majority if the negotiating unit elect to do so.

(b) If board resolution permits, employees may engage in a limited (45-day) strike if a majority if the negotiating unit elect to do so. If no settlement after 45 day strike, then arbitration.

(c) If resolution is for either kind of strike and employees elect not to do so, no further requirement on school

that the impasse continues to exist. Provides that there shall be a 10 day cooling off period.

Section 8.

Adds a new Section 14.20.581: Local Option.

(a) Before mediator, the school board, by resolution shall determine whether the dispute settlement procedure shall be

- strike
- arbritration

(b) The school board resolution is binding until agreement is reached unless mutually changed by the parties.

Adds a new Section 14.20.582: Employee Strikes.

(a) If the board authorizes a limited strike it shall be no more than 21 days after which, if there is no agreement, the parties shall go to arbritation.

(b) If the board authorizes a strike and the employees elect not to strike, the board is not required to participate in arbitration but the parties may seek assistance from the ELRA in resolving the dispute.

(c) The strike may be enjoined in superior court if it can be shown that it threatens the public

board to arbitration.	health, safety, or welfare. If the strike is enjoined the dispute will than be settled through arbitration.
(d) Either kind of strike can be enjoined in superior court if there is shown to be a threat to the public health, safety or welfare. If the strike is enjoined, then arbitration.	
(e) The ELRA will conduct the strike vote.	
Adds a new Section 14.20.583: Arbitration.	Adds a new Section 14.20.583: Arbitration.
(a) Provides for arbitration if that is the school board resolution or if a strike is enjoined. Defines mediated-arbitration. Makes the arbitrator's decision decision final and binding on the parties.	(a) Provides for mediated arbitration if that is the board resolution or if a strike is enjoined. Provides that the decision of the arbitrator is final and binding on the parties.
(b) Provides that the parties shall agree on an arbitration selection procedure. If they are unable to do so, the ELRA shall provide a list of seven Alaskan arbitrators and define the system for the parties to make a selection.	(b) The parties must agree on a procedure to select an arbitrator. If they are unable to do so, the ELRA shall direct the parties to use the services of the FMC's on American Arbitration Association In the selection of an Alaskan resident arbitration.
(c) The arbitrator will hear the positions of the parties within five days of selection.	(c) Establishes criteria for the arbitrator to use in making an award, (1)-(6).
(d) The arbitration decision will be within 10 days after hearing the parties' positions.	(d) Provides for the arbitrator's decision 10 days after the parties' have presented oral and written arguments.
(e) The costs of arbitration to be shared equally.	(e) Provides that the parties share the cost of arbitration.

Adds a new Section 14.20.584: Arbitrator's Award.

(a) Provides for confirmation of an award in superior court.

(b) Provides for vacation of an award in superior court, (i)-(4) if fraud, partiality, corruption, arbitrator exceeding authority, refusal to postpone on hearing or hear testimony and receive evidence.

(c) Restricts the court to (b) (1)-(4).

(d) Application to court to vacate must be within 90 days.

(e) If court vacates an award provides for a rehearing.

(f) If application to vacate is denied, the award shall be confirmed by the court.

Adds a new Section 14.20.585: Modification Or Correction of Award.

(a) Requires that a party apply to do so within 90 days.

(1)-(3) establishes grounds to modify: miscalculation of award, if award is of a matter not before the arbitrator, or is imperfect in form.

(b) Court may make modifications and confirm the award or if application is denied the court shall confirm the award.

14.20.590 - GRIEVANCE PROCEDURES		
Requires that agreements define grievances and provide procedures to resolve them with or final step of binding arbitration and provide a procedure to select an arbitrator.	Section 10. Amends 14.20.590 to make the grievance procedure and arbitration requirment available to all employees.	Section 9. Amends 14.20.590 to make grievance procedures and binding arbitration available to all school district employees.
14.20.600 - INDIVIDUAL CASES		
Protects the right of an individual to address the school board.	Section 11. Amends 14.20.600 (a) Includes the word Rights in Individual cases. (b) Is added to safeguard the rights of non-members based on bona fide religious convictions.	Section 10. Amends 14.20.600 (a) Include Rights in Individual cases. (b) Provide that the ELRA shall protect the rights of non-members who have bona fide religious objections if there is a union shop or agency fee.
	Section 12. Adds a new Section 14.20.605. (a) establishing an Educational Labor Relations Agency of five persons, three of whom are the current LRA with two more to be appointed by the Governor. The two new appointees must have three years experience in education in Alaska. (b) Provides for expenses of the ELRA. (c) Provides that the ELRA can employ staff to carry out its duties.	Section 11. Adds a new Section 14.20.605. (a) Establishes an Educational Employees Labor Relations Agency of five persons, three of whom are the current LRA and two more to be appointed by the Governor from lists submitted by NEA-AK and the AASB. (b) Establishes expense reimbursements for the ELRA. (c) Provides that the ELRA may employ staff to carry out its functions.

3.40.120-180.

4.20.610 - LEGAL RESPONSIBILITIES OF BOARDS

reserves the right of a school board
o make final decisions on policies.

ection 10: Purpose

overnor may appoint advisory arbitrator.

Adds a new Section 14.20.606: Power to Implement Negotiations.

(a) Provides, by reference, that the ELRA has authority to handle ULP allegations in the same manner as PERA: AS 23.40.120-180.

Section 13.

Amends 14.20.610 to clarify the authority of a school board to make decision on educational policies and includes the the new section, Declaration of Policy, 14.20.540 thereunder.

Section 14.

Makes the act effective immediately.

Adds a new Section 14.20.606.

(a) Gives the ELRA authority to process alleged Unfair Labor Practices and by reference incorporates the procedures of PERA AS

(b) Prohibits ULP and defines by reference incorporating the PERA Definition AS 23.40.110.

Section 12.

Clarifies 14.20.610 and school board right to make decisions on education policy and incorporates applicability of 14.20.540, Declaration of Policy.

Section 13.

Provides that the local option dispute settlement resolution of the school board (strike or arbitration) must be done within 90 days of the effective date of the Act.

Section 14.

Preserves the status quo on all agreements, negotiating units and bargaining agents at the time the Act is passed.

Section 15.

Establishes an immediate effective date.

Section 20: Request for Appointment

(a) Either party or both may make the request verbally, followed by letter or telephone.

(b) Request must contain

(1) statement that mediation report rejected by one or both.

(2) statement of how arbitration expenses will be funded.

(3) written nomination of up to three mutually acceptable arbitrators. If no mutual agreement, a statement that the parties accept appointment of an arbitrator by the American Arbitration Association.

(c) The issues at impasse may not be specified in the request.

Section 30: Appointment of Advisory Arbitrator.

(a) If the Governor so decides, the arbitrator will be appointed within ten days.

(b) Subsequent to appointment, all communication is between the parties and the arbitrator.

(c) The Governor may decide not to appoint an arbitrator and will notify the parties with ten days.

Section 40: Arbitrator's Report.

At conclusion, the arbitrator's summary and report goes to the parties and the Covernor.

SECTION ANALYSIS

CS FOR SENATE BILL 78 (HESS)

(Administration)

Section 1

Clarifies the policy of the State of Alaska. The public school employees shall have the right to negotiate their terms and conditions of employment. Further, it parallels the Public Employee Relations Act reinforcing the principal that joint decision making is in the best interest of good government.

Section 2

Establishes that in addition to certificated employees, the non-certificated staff shall also have the right to bargain their terms and conditions of employment. Paragraph B defines generally those who are included in certificated employee bargaining units and also generally states by position title, those who would not be included. These titles would vary from district to district depending upon job descriptions.

Section 3

This Section continues the concept which is in the current law that there may be multi-district bargaining if the parties so choose. It also provides that administrative certificated personnel or non-certificated employees may have separate bargaining units.

Section 4

Paragraph A provides that the Labor Relations Agency shall make determinations in the event that there is a dispute on who should be included or excluded from a particular bargaining unit. It also provides that the bargaining units shall be as broadly based as feasible in a given district.

Paragraph B provides that the Labor Relations Agency will make determinations if there is a question about what bargaining agent should represent a particular group of employees.

Paragraph C precludes more than one representation election in a twelve month period so as to foster stability between the parties.

Paragraph D provides that the parties themselves can establish a representative without the assistance of the Labor Relations Agency.

Paragraph E establishes that a competing organization cannot be barred from challenging an encumbent for a period longer than three (3) years and it establishes a ninety (90) day period during which the challenge is appropriate.

Paragraph F establishes that there may be separate bargaining units for certificated administrative personnel and for the classified, if they have a proper showing of interest (25% of the members of the petitioning unit).

Section 5

This Section preserves the stability of the current collective bargaining units and agreements which would be in effect at the time of the passage of this Bill.

Section 6

Paragraph A establishes a timely period regarding commencement of negotiations and procedural response requirements.

Paragraph B extends the current teacher bargaining statute with provision that the parties may negotiate in an executive session but all final agreements must be made at a public meeting.

Section 7

Paragraph A establishes that either party may petition for mediation in the event that negotiations have not reached agreement.

Sub Paragraph 1 designates the FMCS as the agency to provide mediation assistance.

Sub Paragraph 2 establishes the role of the mediator.

Sub Paragraph 4 should really be renumbered Sub Paragraph 3 and further expands the role of either party regarding presentations to the mediator.

Sub Paragraph B preserves the current statute which provides for release time without loss of pay in the event that mediations are held during the school day.

diff. in NEA Leg.

Section 8 NEA Sec 9

This Section establishes a ten (10) day cooling off period in the event the parties are unable to reach agreement through mediation.

Section 9

Provides in Paragraph A that the Board of Education during the cooling off period shall make a decision my written resolution as to whether the employees shall have access to

1) an unlimited strike
2) a limited strike
3) arbitration

as the dispute settlement mechanism.

Paragraph B establishes that the Board's resolution cannot be changed during that round of bargaining.

The Section entitled Employee Strikes 14.20.582 should have a number which would require the renumbering of the rest of the draft.

Paragraph A describes the unlimited strike option and the vote requirement.

Paragraph B establishes the limited strike as one of forty-five (45) days maximum, after which if there is still no agreement the parties shall submit to arbitration.

Paragraph C establishes that the School Board has no obligation if they have provided a strike option and the employees elect not to strike.

Paragraph D provides that the strike may be enjoined by the Superior Court if the petitioning party can establish that there is a threat to health, safety or welfare of the public.

Paragraph E provides that the Educational Employees Labor Relations Agency shall conduct the election pertaining to a strike vote.

Under the Section entitled Arbitration 14.20.583

Paragraph A provides for mediated arbitration if that in fact is the Board resolution or if the strike is enjoined or if limited arbitration fails to produce an agreement. It further defines "mediated arbitration" and establishes that the decision of the arbitrator is final.

Paragraph B provides that the parties shall agree on a procedure to select an arbitrator however, if that is not possible, the Educational Employees Labor Relations Agency shall provide the parties with a list of arbitrators who are Alaskan residents and define the system/procedure for the arbitrator.

Paragraph C provides that the arbitration proceeding will commence within five (5) days after the selection of the arbitrator.

Paragraph D provides that the arbitrators decision will be awarded within ten (10) days.

Paragraph E provides that the parties share the cost of the arbitration procedure.

Section 10

Continues a similar section in the current teacher bargaining law but makes the grievance procedure and the arbitration process available to all employees eligible to negotiate.

Section 11

Preserves similar language from the current teacher bargaining law in Paragraph A. In Paragraph B it provides that the Labor Relations Agency has responsibility for the rights of those members of a bargaining unit who choose to remain non-members of the bargaining agent based upon bona fide religious convictions.

Section 12

Paragraph A establishes a five (5) person labor relations agency using the current three (3) member Labor Relations Agency with two (2) more to be appointed by the Governor.

Paragraph B establishes the access of Labor Relations Agency persons to legitimate expenses.

Paragraph C establishes that the Agency may employ staff to carry out its business.

In the Section Power to Implement Regulations 14.20.606

Paragraph A defines procedures for the Labor Relations Agency to investigate and adjudicate unfair labor practice charges in a manner consistent with the procedures of the Public Employee Relations Act as defined in AS 23.40.120-23.40.180 and the provisions of AS 14.20.540 - 14.20.610.

Paragraph B defines unfair labor practices consistent again with PERA in AS 23.40.110.

Section 13

Continues language from the current Teacher Bargaining Law and makes a slight clarification regarding the concept of <u>educational</u> policies.

Section 14

Is the the effective date.

NEA Bill

SECTION ANALYSIS

CS for SENATE BILL 78

Section 1

Clarifies the policy of the State regarding public school employees and their right to negotiate terms and conditions of employment. This Section parallels the Public Employee Relations Act reinforcing joint decision making as being in the best interest of government.

Section 2

Establishes that in addition to certificated employees, non-certificated staff shall have the rights to bargain their terms and conditions of employment.

Paragraph B defines generally those who are included in a certificated employee bargaining unit and also generally states by position title, those who would not be included.

Section 3

This Section continues the concept which is in the current law that there may be multi-district bargaining if the parties so choose, and establishes a procedure for opting out of such a process.

Section 4

Paragraph A establishes the Labor Relations Agency as the decision maker in the event that there is a dispute on bargaining unit definition.

Paragraph B provides precision in terms of a number requirements for a showing of interest in the event there is cause to decertify or create a new bargaining unit.

Paragraph C precludes more than one representational election in a twelve (12) month period.

Paragraph D provides for voluntary recognition absent intervention by the Labor Relations Agency.

Paragraph E establishes that a competing organization is precluded from challenging an incumbent for up to three (3) years and establishes also the appropriate time for such a challenge.

Paragraph F establishes that administrative certificated staff and/or classified staff may petition and be recognized as separate bargaining units.

Section 5

Preserves current law relative to procedures regarding the commencement of negotiations in Paragraph A.

Paragraph B provides the parties the latitude to bargain in executive session with the provision the final agreements must be acted on in a public meeting of the school board.

Section 6

Paragraph A establishes that either party may petition for mediation in the event negotiations have not reached an agreement.

Sub Paragraph 1 designates the FMCS as the agency to provide mediations services.

Sub Paragraph 2 establishes the role of the mediator.

Sub Paragraph 3 is a deletion from current law since FMCS does not provide written mediation reports.

Sub Paragraph 4 which should be renumbered 3 provides the definition of the process by which the mediator receives information from the parties.

Section 7

This Section establishes a ten (10) day cooling off period in the event that mediation does not produce a bi-lateral agreement between the parties.

Section 8

Paragraph A provides that a school board shall make a determination as to the dispute settlement procedure before mediation in the event mediation fails to produce an agreement. The choices shall be either strike or mediation.

Paragraph B provides that the resolution of the school board is binding through the remainder of the negotiation process until an agreement is produced.

In Section 14.20.582 Employee Strikes

Paragraph A defines the limited strike as being one which would not exceed twenty-one (21) calendar days after which if an agreement is not produced the parties would proceed on to arbitration.

Paragraph B provides that if the strike is the option selected by the school board and the employees elect not to strike that they may request the assistance of the Labor Relations Agency in the dispute resolution.

Paragraph C provides that the strike may be enjoined in Superior Court by a petitioning party for reasons pertaining to health, safety and public welfare.

Paragraph D provides that the Educational Labor Relations Agency shall establish the procedures under which the bargaining agent conducts an election attendant to a strike vote.

Section 14.20.583: Arbitration;

Paragraph A provides defines the mediated arbitration proceedure and makes the decision of the arbitrator final and binding.

Paragraph B provides the parties the option to select an arbitrator and if they are unable to agree, the laborer relations agency will establish the procedures and produce lists of Alaskan resident arbitrators through the FMCS or American Arbitrators Association.

Paragraph C provides criteria for the arbitrator to use in making a decision.

Paragraph D provides that the arbitrator decision will be rendered within 10 days of the close of the hearing.

Paragraph E provides that the parties share the cost of the arbitration process.

Section 1420.584

Regarding arbitration awards addresses in paragraph A the issue of the superior court having the latitude to confirm an award.

Paragraph B provides authority for the court to vacate an award.

Paragraph C establishes the grounds on which the award can be vacated.

Paragraph D establishes a time frame within which either party must petition the court for vacating an award.

Paragraph E establishes a procedure for the court and the arbitrator in the event an award is vacated.

Paragraph F establishes that the court shall confirm an award if the application to vacate is denied.

Section 1420.585

Provides for procedures attend to the modification of a arbitration award similar to those for vacating an award in section 1420.584.

Section 9

Preserves language which is in the current law regarding grievance procedures and establishes that they are available to all employees covered by the law.

Section 10

Preserves in paragraph A the individual rights language of the current law.

Paragraph B establishes the authority of the labor relations agency to preserve the individual rights of non-association members who are members of the bargaining unit and have a bona fide religious conviction for being nonmembers.

Section 11

Establishes the 5 person educational labor relations agency using the current 3 member labor relations agency with 2 additional members to be appointed by the Governor. The appointments shall be made from lists of nominees submitted by NEA-Alaska and from a list submitted by the Alaska School Boards Association.

Paragraph B provides for the expenses of labor relations agency persons.

Paragraph C provides that the agency may employ staff as it deems necessary to implement the law.

Section 14.20.606

Provides that the agency has the authority to adjudicate unfair labor practice charges in a manner consistent with the proceedures of the public employees relations act as in AS 23.40.120-23.40.180.

Paragraph B defines unfair labor practices consistent with PERA in AS 23.40.110 and makes them applicable in the teachers bargaining law.

Section 12

Provides that language from the current teacher bargaining law continue regarding the responsibilities of school boards and their right to make decisions on educational policies.

Section 13

Establishes the time frame within which a school board must by resolution make a determination as to whether the dispute settlement proceedure will be arbitration or a limited strike.

Section 14

Preserves the collective bargaining relationships and negotiating units that are in existence at the time of the effective date of the act.

Section 15

Is the effective date.

BILL SHEFFIELD
GOVERNOR

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

April 15, 1983

The Honorable Joe Josephson
Senator
Alaska State Legislature
Pouch V
Juneau, AK 99811

Dear Joe:

In response to your letter regarding Senate Bill 78, the delay has been caused by our involving NEA in the discussion before our Legislative Budget Review Committee. Most details of our policy paper are prepared and on Monday we plan to present you with our policy paper and draft statute for our recommended changes to SB 78.

We apologize for the delay.

Sincerely,

Bill Sheffield
Governor

CLASSIFIED PERSONNEL ORGANIZATION
825 College Road
Fairbanks, Alaska 99701 (907) 452-2023

March 31, 1983

Senator Joe Josephson
ATTN: Dave Donley
Pouch V
State Capitol
Juneau, Ak. 99811

Dear Senator Josephson:

SB 104 has been passed out of Labor and Commerce and referred to the Senate Finance. It is my understanding that the bill has been assigned to your sub-committee by Senator Bennett and that is being considered for consolidation with SB 78 and SB 154.

First, let me state our unqualified support for the concepts put forth by all three bills. As we read SB 78 and SB 154, we do not agree that noncertified employees of school districts are included in either or were they intended to be. In addition, we believe the fiscal notes for SB 78 and SB 104 are erroneous. Senator Bennett has sent a copy of a letter I wrote to him concerning this matter to your office so I will not re-interate our concerns here as you should have them.

We have been instrumental since 1977 in getting legislation introduced, which addresses our concerns, but to no avail. In order to correct serious inequities which exist for noncertificated employees of school districts, statutory recognition for collective bargaining and all related matters must be afforded under the auspices of PERA.

The legislature in 1972, stated its intent very clearly in the Declaration of Policy contained in PERA for the relationship public employees should enjoy with their employers. Oddly enough a few isolated groups of public employees are not afforded the statutory recognition they rightfully deserve and for them serious inequities exists.

-NEXT-

Voluntary recognition by employers of public employee groups has generally not worked. The concept of voluntary recognition is erroneous at best. The employer holds all the cards which makes it extremely difficult to balance the problem-solving and shared decision making intended. All public employees must come under the auspicies of PERA and the Labor Relations Agency in order for the intent of the legislature to be met when it enacted PERA. At present the employers not covered by PERA enjoy the right to make the rules, play the game and act as the referee. This fact does not allow for shared decision-making affecting wages, working conditions and other related matters.

While consolidating SB 78, SB 104 and SB 154 into one bill, seems like a pragmatic approach we are apprehensive in that all opposition will be focused on one bill as opposed to splitting the self-interest opposition between the three bills. However, if in the wisdom of the legislature, and more specifically the Senate Finance Committee, the consolidation approach is taken then we would request that provisions of SB 104 be specifically included in that legislation. Senate Bill 104 as passed out of the Labor and Commerce Committee addresses our needs adequately.

We would be happy to respond to any specific questions you might have and if you believe it necessary would make ourselves availabe for the hearing before the Senate Finance Committee.

Please keep us informed as to how we can assist in the passage of this much needed legislation (SB 78, SB 104, and SB 154).

Thank you for your cooperation in this matter.

Sincerely,

H. Frank Belts

H. Frank Belts,
Business Manager

P. S. Enclosed is a newspaper article which was printed in the Daily News-Miner dated March 29, 1983. This article provides further justification for repealing the Koslosky Amendment and placing all public employees under PERA.

Encl: 2

HFB:rll

Alaska State Legislature

Senate

Office of the President

Official Business

Pouch V
State Capitol
Juneau, Alaska 99811

February 21, 1983

TO: Senator Joe Josephson
Chairman
Senate Health, Education and Social Services Committee

FROM: Senator Jay Kerttula
Senate President

SUBJECT: SB 78

The attached materials should suffice as background for SB 78 which makes the Public Employment Relations Act applicable to employees of school districts.

I recognize that the bill needs modifications. The Governor has expressed to me his interest in the bill.

Recent Legislation pertaining to the Teacher Bargaining Law, PERA, or some combination of them.

1. SB 226 — 10th Legislature
2. HB 492 — 10th Legislature
3. SB 304 — 10th Legislature
4. HB 1009 — 11th Legislature
5. SB 376 — 11th Legislature
6. HB 487 — 11th Legislature
7. HB 619 — 12th Legislature
8. SB 653 — 12th Legislature
9. SB 126 — 12th Legislature
10. HB 163 — 12th Legislature: Failed House (20 - 20)
11. HCSCS SB 668 — (HESS) 12th Legislature: Failed House (20 - 19)
12. SCSCS HB 174 — (Finance) 12th Legislature: Passed Senate (14 - 6)

COLLECTIVE BARGAINING ALTERNATIVES

Compulsory Binding-Interest Arbitration In Connecticut

by Leo L. Mann

The state of Connecticut reacted to a bitter teacher strike by enacting a law mandating mediation and compulsory binding-interest arbitration. Now, more than two years later, Mr. Mann reports that the law may have served as a catalyst to improve the negotiation process.

A revised Connecticut statute that took effect on 1 July 1979 may go a long way toward improving the working relationship between teacher bargaining units and boards of education in the state. The statute revision had its roots in a lengthy and bitter teacher strike in Bridgeport, the state's largest city (population 139,552), in September 1978. The 19-day strike closed all 37 Bridgeport schools; 274 members of the teacher association were jailed, and the association was assessed $194,000 in damages. The strike sent shock waves across Connecticut.

Gov. Ella Grasso reacted by calling for change in the state law governing teacher contract negotiations. Following her lead, the Connecticut State Legislature enacted the revised law. Its significant changes are a mandated mediation process and compulsory binding-interest arbitration; this latter provision makes Connecticut the seventh state (after Iowa, Maine, Nebraska, Nevada, Rhode Island, and Wisconsin) to provide such arbitration for teachers.

The Mediation Process

Under the revised law, negotiations between a board of education and a teacher bargaining unit must begin 180 days before the board is scheduled to submit its budget. If the parties fail to reach an agreement on the terms and conditions of teachers' employment, either side may submit the issues to the commissioner of education for mediation. This action can be taken at any time during the first 60 days of negotiations. If, after the first 60 days, the parties have neither reached an agreement nor initiated mediation, the commissioner must order mediation to begin.

From a panel of mediators approved by the state department of education, the parties mutually select the person who will work with them. The parties share equally in mediation costs. The mediator must make his or her recommendations within 30 days of the date that mandated mediation began. These recommendations are not binding, however.

The school board and the teacher bargaining unit are required to report their settlement to the state commissioner of education no later than the 30th day before the board is scheduled to submit its budget. (The date for submitting a budget is determined locally.) If issues remain unresolved at this point, the matter goes automatically to arbitration.

The Arbitration Process

Connecticut's 15 arbitrators for public education disputes are appointed by the governor and must be approved by the legislature. This panel of arbitrators represents the interests of local boards of education, certified employees, and the general public. Each of these constituencies has a voice in the selection process.

The parties in arbitration may jointly select a single arbitrator, or each may choose an arbitrator who represents its own exclusive interests. When the second option is exercised, the two arbitrators, within five days of their selection, must appoint a third arbitrator who represents the interests of the general public. This arbitrator chairs the three-member panel. As in the case of mediation, arbitration costs are shared equally by the local board of education and the teacher bargaining unit.

The law strictly specifies the next steps. The school district must hold a hearing on the 10th day after the arbitrator or arbitrators have been named. Five days prior to the hearing, the parties to the dispute and the governmental body with budgetary responsibility for the school district must be notified in writing of the time and place of the hearing. The hearing must last no longer than 20 consecutive days.

Only unresolved items are addressed at this arbitration hearing. In fact, negotiators for the two sides may continue to meet and discuss items at issue while arbitration is going on. Should the parties manage to agree on a given contract provision before arbitration ends, they can stipulate that this provision be included in the arbitration decision.

The parties submit to arbitration their respective positions on each unresolved issue in the form of a "last best offer." The arbitrator or arbitrators accept either the last best offer of the board or the last best offer of the teachers. There can be no middle ground. Each unresolved issue is handled in this way.

Six factors influence an arbitration decision: 1) the negotiations between the parties before entering arbitration, 2) the public interest and the financial capability of the school district, 3) the interests and welfare of the employee group, 4) changes in the cost of living, 5) the existing employment conditions of the employee group compared with those of similar groups, and 6) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market.

The arbitrator(s) must present a decision in writing within 15 days after a hearing ends. This decision is binding on both parties and is not subject to rejection. Because arbitration is a quasi-judicial process, however, the law does provide for formal judicial review. Within 30 days of receiving the arbitration decision, a dissatisfied party may file a motion in superior court to annul or modify the arbitration award. After a hearing, the court may modify or annul an award if, in its judgment, the substantial rights of a party have been prejudiced.

LEO L. MANN (University of Bridgeport Chapter) is a professor of educational management at the University of Bridgeport, Bridgeport, Conn.

During the first two years under the revised law, 78 Connecticut teacher contracts were open annually for negotiation. The number of contracts settled at the table through local bargaining increased slightly, from 25 in 1980-81 to 29 in 1981-82. This represents a 5% increase in the number of contracts settled without third-party intervention.

A marked change occurred during this same interval in the number of settlements reached through mediation and arbitration. Of 53 attempted mediations in 1980-81, only 15 (28%) were successful. By contrast, 26 of 49 attempted mediations (53%) resulted in settlements in 1981-82. During this second year under the revised law, 26 of the 78 open teacher contracts (33%) were settled through mediation. In 1980-81, by contrast, only 15 of the 78 open teacher contracts (19%) were settled in this manner.

As the number of successful mediations increased between 1980-81 and 1981-82, the number of arbitration awards declined sharply. Arbitration awards accounted for 38 of the 78 teacher contract settlements (49%) in 1980-81, but such awards accounted for only 23 of the 78 settlements (29%) in 1981-82. From another perspective, 52% of open teacher contracts were settled locally or through mediation in 1980-81, and 71% were settled in this fashion in 1981-1982.

When the legislature passed the new law, a doomsday view of the future of good-faith bargaining spread across Connecticut. The fact that nearly 50% of all teacher contracts went to arbitration in the first year under the new law suggests that good-faith bargaining *did* suffer a reversal. By 1981-82, however, slightly fewer than 30% of all teacher contracts went to arbitration. This suggests that boards of education and teacher bargaining units now seek to avoid arbitration when that is possible. Both parties give up control over the final outcome when they turn to arbitration. They are left instead to implement decisions made by an external agent. Many Connecticut school districts discovered in 1980-81 that settling contracts through arbitration can be traumatic.

Because it is frequently difficult to live with the results of arbitration awards, teachers and school boards tried more vigorously to settle contracts for 1981-82 through mediation. The increase in the number of contracts settled through mediation in 1981-82 suggests that initial concern about the potential of binding arbitration to undermine good-faith bargaining in Connecticut is unjustified. The binding arbitration provision may, in fact, serve as a catalyst for improving the negotiation process between boards of education and teacher bargaining units in the state. □

NOTICE: This opinion is subject to formal correction before publication in the Pacific Reporter. Readers are requested to bring typographical or other formal errors to the attention of the Clerk of the Appellate Courts, 303 K Street, Anchorage, Alaska 99501, in order that corrections may be made prior to permanent publication.

THE SUPREME COURT OF THE STATE OF ALASKA

ANCHORAGE EDUCATION ASSOCIATION,

Appellant,

v.

ANCHORAGE SCHOOL DISTRICT,

Appellee.

File No. 5021

OPINION

[No. 2537 - August 6, 1982]

Appeal from the Superior Court of the State of Alaska, Third Judicial District, Anchorage, Victor D. Carlson, Judge.

Appearances: John B. Patterson and John R. Strachan, John R. Strachan, P.C., Anchorage, for Appellant. Peter C. Partnow, Hellen & Partnow, P.C., Anchorage, for Appellee.

Before: Rabinowitz, Chief Justice, Connor, Burke, Matthews and Compton, Justices.

CONNOR, Justice.

RABINOWITZ, Chief Justice, dissenting.

This is an appeal from a temporary restraining order issued by the superior court which determined that the ongoing strike by public school teachers was illegal and which ordered the teachers to return to their classrooms. We agree that the entry of the order was proper.

In late 1978, Anchorage public school teachers and the Anchorage School District began to negotiate a collective bargaining agreement for the 1979-1980 school year. By September, 1979, the parties had not reached an agreement. In response, the teachers decided not to appear at the first scheduled day of classes on September 5, 1979. The teachers were still on strike on September 10th when the superior court issued the temporary restraining order. Later, the superior court issued contempt citations and bench warrants for those teachers who had ignored the order. The parties then agreed to a settlement plan, which was included in a settlement order issued by the superior court. Following the agreement and order, the teachers returned to their classrooms.

Before reaching the merits of this controversy, we find it necessary to address the question of whether this is an appealable order. Former Alaska Appellate Rule 5 stated:

> "An appeal may be taken to this court from a final judgment entered by the superior court or a judge thereof in any action or proceeding, civil or criminal . . . ." 1/

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1. Former Appellate Rule 5 is now Appellate Rule 202. Pursuant to Supreme Court Order No. 439 (Oct. 21, 1980), this case is governed by the old appellate rules.

The appeal in this matter was taken from an October 1, 1979, judgment which adopted the appointed arbitrator's report and confirmed the September 10th order. The October 1st order did not change the character of the September 10th order, which was a temporary restraining order. By its nature, such an order is tentative and remains in effect pending a fuller consideration of the issues. See 7 J. Moore & J. Lucas, Moore's Federal Practice ¶ 65.05, at 65-73 (2d ed. 1980). Such an order cannot be considered a "final judgment" for purposes of former Appellate Rule 5.

Under the circumstances in this case, however, we choose to apply former Appellate Rule 46. Rule 46 stated:

> "These rules are designed to facilitate business and advance justice. They may be relaxed or dispensed with by this court where a strict adherence to them will work surprise or injustice."

For almost all purposes, the temporary restraining order was the final statement by the superior court on the issue of whether teachers have a legitimate right to strike. Since the order and the agreement thereafter settled the strike, subsequent judicial proceedings of a more final nature might have been subject to dismissal on grounds of mootness. Thus, as long as strikes are settled by non-final orders by the superior court, these issues would continually evade review. Even with these concerns, we do not approve of the parties' procedure in bringing this matter as an appeal.

The strike settlement agreement of September 14, 1979, provided that

> "All pending litigation shall be withdrawn by the parties with prejudice with each party bearing its own costs and attorneys' fees, except that the [Anchorage Education] Association may seek a declaratory judgment on the sole issue of the legality of strikes by public school teachers against school districts in Alaska."

The teachers did not proceed to the declaratory judgment stage, but, contrary to their own agreement, appealed indirectly from the restraining order. By not continuing to a declaratory judgment, only the hastily developed evidence on the effects of the strike and the hurriedly prepared memoranda of legal arguments from the injunctive proceeding formed the record on appeal. In light of the social and legal issues involved, this controversy would have benefited from the more complete consideration available in the proceedings for declaratory judgment. However, in the interest of judicial economy, and because of the importance of the issues involved, we have decided to relax the normal rules and proceed to a consideration of the merits of this case, as though a declaratory judgment had been entered.

We turn now to whether Alaska statutory law gives teachers the right to strike. The Public Employment Relations Act (PERA) divides "public employees" into three groups for the purpose of defining the right to strike. AS 23.40.200(a). One group, which includes police and fire

protection employees, correctional institution employees and hospital employees, is prohibited from striking, but is accorded the right to submit to binding arbitration. AS 23.40.200(b). Another group may engage in unlimited strikes. AS 23.40.200(d). An intermediate group may engage only in limited strikes;

> "The class in (a)(2) of this section is composed of public utility, snow removal,. sanitation and public school and other educational institution employees. Employees in this class may engage in a strike after mediation . . . for a limited time."

AS 23.40.200(c). At first glance, section 200(c) includes teachers. But the definition section of PERA, AS 23.40. 250(5), excludes "teachers" from PERA wherever "public employee" appears.[2] Thus, teachers, who are not "public

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2. AS 23.40.250 reads in part:

> "Definitions. In §§ 70-260 of this chapter, unless the context otherwise requires,
>
> . . .
>
> (5) 'public employee' means any employee of a public employer, whether or not in the classified service of the public employer, except elected or appointed officials or teachers or noncertificated employees of school districts; . . . ."

employees" for purposes of PERA, are not covered by AS 23.40.200.[3]

The Anchorage Education Association argues that the above construction renders the term "public school . . . employees" in section 200(c) meaningless. The argument is correct only if teachers are the only public school employees.[4] Since other certificated employees, such as principals and counselors, are also public school employees, that term is not meaningless in light of our construction. Section 200(c) may well give certificated non-teaching

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3. The definition of public employees excludes teachers and noncertificated employees "unless the context otherwise requires." Because of the substantial problems with interpreting AS 23.40.200 to include teachers and noncertificated employees, we cannot say that the context requires such a construction. For example, the basis, if any, for regulating their right to strike would be unclear. See page 10 infra. Further, such a construction would leave noncertificated employees in the anomalous position of having the right to form a union and the limited right to strike, but no right to compel their employer to collectively bargain. Kenai Peninsula Borough School District v. Kenai Peninsula Dist. Classified Ass'n., 590 P.2d 437, 438-40 (Alaska 1979) (holding that non-certificated employees are not covered by the collective bargaining provisions of PERA).

4. We note that the use of "teachers" in AS 23.40.250(5) is not entirely clear. In Title 14 (Education), "teachers" is sometimes defined to include other certificated employees. However, in the absence of specific guidance from the legislature, we will give the word its ordinary meaning in this context.

employees the right to strike without giving teachers the right to strike.[5]

The legislative silence in this matter should be interpreted in light of the commonly held rules of public labor relations as of 1972, the time the legislature enacted PERA. By 1972, not one of the jurisdictions which had considered the question of strikes by public employees had found such strikes to be legal in the absence of express statutory permission. See Bennett v. Gravelle, 323 F.Supp. 203, 208 (D. Md. 1971), aff'd, 451 F.2d 1011 (4th Cir. 1971), cert. dismissed, 407 U.S. 917, 32 L.Ed.2d 692 (1972) (applying Maryland common law); Kirker v. Moore, 308 F.Supp. 615, 622 (S.D. W.Va. 1970), aff'd, 436 F.2d 423 (4th Cir. 1971), cert. denied, 404 U.S. 824, 30 L.Ed.2d 51 (1971) (applying West Virginia common law); Norwalk Teachers' Association v. Board of Education, 83 A.2d 482, 485 (Conn. 1951); Board of Education v. Redding, 207 N.E.2d 427, 430 (Ill. 1965); Anderson Federation of Teachers v. School City, 251 N.E.2d 15, 17 (Ind. 1969), cert. denied, 399 U.S. 928, 26 L.Ed.2d 794 (1970); Jefferson County Teachers Association v. Board of Education, 463 S.W.2d 627, 628 (Ky. App. 1970), cert.

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5. We are not, however, deciding the question of whether other certificated employees have the right to strike.

denied, 404 U.S. 865, 30 L.Ed.2d 109 (1971); Minneapolis Federation of Teachers, Local 59 v. Obermeyer, 147 N.W.2d 358, 366 (Minn. 1966); Board of Education v. New Jersey Education Association, 247 A.2d 867, 876 (N.J. 1968); City of Minot v. General Drivers and Helpers Union, No. 74, 142 N.W.2d 612, 618 (N.D. 1966); Goldberg v. City of Cincinnati, 271 N.E.2d 264, 268 (Ohio 1971); IBEW, Local 976 v. Grand River Dam Authority, 292 P.2d 1018, 1021 (Okla. 1956); City of Pawtucket v. Pawtucket Teachers' Alliance, 141 A.2d 624, 628 (R.I. 1958); City of Alcoa v. Local 760, IBEW, 308 S.W.2d 476, 481 (Tenn. 1957); Port of Seattle v. International Longshoremen's & Warehousemen's Union, 324 P.2d 1099, 1103 (Wash. 1958). Against this background, we cannot say that the absence of legislative action implies permission to strike. Rather, it is more reasonable to assume that the legislature intended that in its silence, the generally held rule would be followed. Had it wanted to allow teachers to have the legal ability to strike, it could have explicitly made the definition section, AS 23.40.250(5), inapplicable to AS 23.40.200. This would have clearly indicated that the law in the majority of states was not to be followed.

Since the legislature has neither expressly given the teachers the right to strike nor explicitly prohibited work stoppages, we must address whether there is a right to strike derived from the common law. No court has held that

the common law permits public employees to legally strike in the absence of explicit statutory consent.[6] Our reasons for following the majority rule are not founded on the traditional fear of strikes as illegal conspiracies, see, e.g., UAW, Local 232 v. Wisconsin Employment Relations Board, 336 U.S. 245, 257-58, 93 L.Ed. 651, 665 (1949), but rather on a recognition of the special role that teachers fill in society and our acknowledgment of the functional limitations of this court when attempting to make social policy decisions.

Resolution of this controversy involves a delicate balancing of the citizens' need for a timely school year and of the teachers' need for an effective tool to influence their working conditions. See Kheel, Strikes and Public Employment, 67 Mich. L.Rev. 931, 932 (1969). While a teachers' strike would not directly affect the public's safety as would a police officers' strike, nonetheless teachers can be considered indispensable to the daily functioning of society during the scheduled academic year. See Note, Labor Relations in the Public Service, 75 Harv. L. Rev. 391, 410 (1961). Either refusing teachers the right to

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6. See cases cited at pages 7-8 supra. Since 1972, more recent opinions have followed the majority rule. See, e.g., State v. Delaware State Educational Association, 326 A.2d 868, 874 (Del. Ch. 1974); City of Pana v. Crowe, 316 N.E.2d 513, 514 (Ill. 1974); Abney v. City of Winchester, 558 S.W.2d 622, 623 (Ky. App. 1977).

strike or finding such a right in Alaska common law would be an action by this court tipping the social balance in this state's labor relations. This social balance is more properly set by the legislature. See Port of Seattle v. International Longshoremen's & Warehousemen's Union, 324 P.2d 1099, 1103 (Wash. 1958). Thus, as a matter of common law in the area of labor relations, we will defer to what we believe the legislature intended by its silence.

The second reason for our decision is a realization of our functional limitations. If we found a right to strike, we would be allowing teachers to strike without the attendant mutual employee/employer obligations, see Smith, State and Local Advisory Reports on Public Employment Labor Legislation: A Comparative Analysis, 67 Mich. L. Rev. 891, 897 (1969), which have contributed to the fairness of strikes. It is beyond our power to create a system of legislation and regulations to ensure a fair setting for strikes. See Wellington & Winter, The Limits of Collective Bargaining in Public Employment, 78 Yale L. J. 1107, 1127 (1969).

The teachers argue that if they have no common law right to strike and if they are excluded from the strike provisions of PERA, then their right to equal protection of

the laws has been violated.[7] Their argument is that teachers, unlike other public employees, are allowed neither the right to strike nor the right to engage in binding arbitration.

However, unequal treatment is permissible if it is substantially related to the legitimate purposes of the legislation. State v. Erickson, 574 P.2d 1, 12 (Alaska 1978). The legislature declared in section 70 of PERA that

> "it is the public policy of the state to promote harmonious and cooperative relations between government and its employees and to protect the public by assuring effective and orderly operations of government."

AS 23.40.070. The state assuredly has a legitimate interest in furthering these policies. Thus, we must determine whether the exclusion of teachers from PERA bears a fair and substantial relation to the purposes of promoting cooperative employment relations and assuring smooth government operations.

It is apparent that the legislature chose to define "public employees" as excluding teachers from PERA

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7. United States Const., amend. XIV, § 1; Alaska Const., art. I, § 1. We need only analyze the equal protection challenge under the standard applicable to the Alaska Constitution, because if the statute is valid under the Alaska "substantial relationship" standard, then it is valid under the less strict federal "rational basis" standard.

because the cooperative relations purpose of PERA was already fulfilled with regard to teachers under the provisions of Title 14 (Education). As to teachers, that title provides for collective bargaining (AS. 14.20.555 and AS 14. 20.560), for mediation (AS 14.20.550), and for binding arbitration in grievance proceedings (AS 14.20.590). The teachers argue that in the absence of the right to strike, the right to engage in binding arbitration is needed in order to discourage bad faith negotiations by the employers. While it is true that binding arbitration rights may give the teachers greater bargaining leverage, we cannot say that it is required as a means of ensuring cooperative relations. In addition, the employers are required to negotiate in good faith. AS 14.20.550. We conclude, therefore, that the provisions of Title 14 are substantially related to the purpose of promoting cooperative relations between teachers and their employers.

Exclusion of teachers from the right to strike provisions of PERA is also substantially related to the purpose of ensuring the continuing operation of a government service. The teachers argue, however, that they were denied equal protection because, unlike other public employees without the right to strike, they were not accorded binding arbitration rights. In Hortonville Education Association v. Hortonville Joint School District, 225 N.W.2d 658 (Wis. 1975), the Wisconsin Supreme Court was confronted with the

same constitutional challenge. The court found that the legislature was justified in treating teachers differently than police and firefighters:

> "If police or firemen go on strike the imminent and immediate danger to the community is so great that every reasonable measure must be taken to get them back on the job as soon as possible, or to prevent them from striking in the first instance."

Id. at 666. Similarly, the Alaska legislature appears to have determined that those employees in AS 23.40.200(b) are so essential that no work stoppage on their part could be tolerated. The legislature was willing to relinquish a part of the decisionmaking authority of public employers to permit binding arbitration in order to ensure that work stoppages in certain essential fields would not occur. It is permissible for the legislature to have found that teachers, although necessary to the functioning of society so as to forbid strikes, were not so essential as to require compulsory arbitration. Thus the strike provisions of AS 23.40.200 are substantially related to the legislative goal of uninterrupted school operation.

Finally, the teachers contend that even if their strike was illegal, the superior court should not have issued an injunction unless it made a separate finding of irreparable harm. Only a minority of jurisdictions impose

the requirement of irreparable harm in addition to illegality. See School District No. 351 v. Oneida Education Association, 567 P.2d 830, 834 (Idaho 1977); School District v. Holland Education Association, 157 N.W.2d 206, 210-11 (Mich. 1968); Timberlane Regional School District v. Timberlane Regional Education Association, 317 A.2d 555, 559 (N.H. 1974); School Committee v. Westerly Teachers Association, 299 A.2d 441, 445 (R.I. 1973).[6]

We reject the minority rule. In the other jurisdictions, illegality of the strike is a sufficient harm to justify injunctive relief. See Delaware River & Bay Authority v. International Organization of Masters, Mates & Pilots, 211 A.2d 789, 795 (N.J. 1965) and cases cited at pages 7-8 supra. Implicit in the majority rule is the recognition that by making these strikes illegal, the legislature has decided that a teachers' strike would cause irreparable harm. See State v. Delaware State Educational Association, 326 A.2d 868, 875-76 (Del. Ch. 1974).

The decision of the superior court is AFFIRMED.

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8. The teachers' reliance on San Diego Teachers Association v. Superior Court, 593 P.2d 838 (Cal. 1979), is misplaced. The court expressly stated that "it is unnecessary here to resolve the question of the legality of public employee strikes if the injunctive remedies were improper . . . ." Id. at 842.

RABINOWITZ, Chief Justice, dissenting.

I concur in all aspects of the court's decision except for its rejection of the teachers' equal protection challenge to their exclusion from the strike and binding arbitration provisions of the Public Employment Relations Act.

The teachers claim that their exclusion from the strike and binding arbitration provisions of PERA violates their right to equal protection of the law under art. I, section 1 of Alaska's constitution. The challenged exclusion involves a double classification: unlike other educational employees such as principals and counselors who are apparently given a limited right to strike under AS 23.40.200(c)[1] the teachers are prohibited from striking; unlike other public employees such as police and firefighters, who are denied the right to strike but who are granted binding arbitration,[2] the teachers have neither strike rights nor binding arbitration. Thus the equal protection issue here is whether the exclusion of school district teachers is "substantially related" to the purposes of PERA.

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1. The majority states that it is not deciding the question of whether other certificated public school employees have the right to strike. The majority acknowledges, however, that if these employees are also denied the right to strike then the term public school employees in section 200(c) is meaningless.

2. AS 23.40.200(b).

One of the primary purposes of PERA is to provide rational and effective guidelines for public employment relations.[3] While providing for public employee participation in the determination of wages and working conditions, PERA attempted to balance the employees' need for effective means of bargaining with the state's need to maintain uninterrupted services in certain essential governmental operations. The result of this balancing process was that certain "non-critical" public employees were granted a general right to strike, "semi-critical" public employees were allowed a limited right to strike, and "critical" public employees were denied any right to strike.[4] AS 23.40.200. In return "critical" employees were given the right to enter binding arbitration if negotiations reached an impasse. AS 23.40.200(b). Given these provisions the question which must be answered is whether the exclusion of public school teachers from any of the foregoing categories is reasonable in light of the purposes of PERA.

The court concludes that the exclusion of teachers from the strike-binding arbitration provisions of PERA is

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3. AS 23.40.070.

4. The term "semi-critical" employees include public utility, snow removal, sanitation, public school and educational institution employees. AS 23.40.200(c). "Critical" workers include police, fire protection, correctional and hospital employees. AS 23.40.200(b). The "non-critical" class consists of all public employees who are not included in the other two classes. AS 23.40.200(d).

constitutional on the rationale that the legislature could constitutionally "have found that teachers, although necessary to the functioning of society so as to not forbid strikes, were not so essential as to require compulsory arbitration."[5] In my opinion this distinction is based on a mistaken view of the purpose behind the compulsory arbitration provisions. Under PERA the category of "critical" employees was granted the right to binding arbitration to compensate for the total denial of a right to strike. In essence the legislature realized that while a ban on strikes for "critical" public employees was necessary, such a ban placed these employees in a disadvantageous bargaining position. Therefore, in the interest of fair and meaningful negotiations these employees were given the right to binding arbitration. It follows that in situations where negotiations were deadlocked, the state would be assured that essential services would continue to be provided and the employees would be assured of a viable means of resolving labor disputes with the state. Viewed in this perspective, the denial of binding arbitration to teachers, coupled with the ban on strikes seems at odds rather than "substantially related" to the purposes of PERA in that it signficantly handicaps public school teachers in their collective bargaining efforts.

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5. Citing Hortonville Ed. Ass'n v. Hortonville Joint School Dist., 225 N.W.2d 658 (Wis. 1975).

If public school teachers are so essential to society that they must be denied the right to strike then they should also be given the right to compulsory arbitration. On the other hand, if teachers are not as essential as the "critical" employees then they should enjoy the same limited strike rights given to other "semi-critical" public employees. The court's recognition of a separate category of public employees occupying a position between these two groups is in my judgment mistaken.

The majority acknowledges that the teachers are disadvantaged by their exclusion from PERA but concludes that while binding arbitration would improve the teachers bargaining position, it is not a required means for furthering the purposes of PERA. The question is not, however, whether the legislature is required to grant arbitration rights to public employees; rather, it is whether the legislature, having granted strike or binding arbitration rights to a substantial portion of public employees, can lawfully deny these same rights to a particular sub-class of public employees. In order to justify the exclusion of a particular group of citizens from the benefits of a legislative act it must be shown that there is a substantial difference between the group excluded and the group covered by the act. The suggested difference must be such that it is reasonable to treat the group differently with respect to the legislation in question. State v. Erickson, 574 P.2d 1, 11 (Alaska

1978); Isakson v. Rickey, 550 P.2d 359, 362 (Alaska 1976). In my view, no persuasive reason has been advanced for the exclusion of public school teachers from the limited right to strike -- binding arbitration provison provided for in AS 23.40.200.

Thus, I conclude that the exclusion of the teachers from the strike and arbitration provisions of AS 23.40.200 violates the equal protection clause of Alaska's constition.[6]

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6. Implicit in my position is the rejection of the District's argument that the legislature's provision for mediation (AS 14.20.570) and binding arbitration in grievance proceedings (AS 14.20.590), as well as requiring the state to negotiate in good faith (AS 14.70.550) legitimizes that failure of PERA to grant public school teachers either the right to strike or to binding arbitration.

Grievance bills to hit city workers

By DAN JOLING
Staff Writer

Faced with a flurry of labor grievances filed by police employees no longer recognized as a union, the Fairbanks City Council Monday night voted to require non-union city employees to pay 50 percent of the cost of grievances that reach the arbitration stage.

On a 4-3 vote, with Mayor Bill Walley breaking a deadlock, the council approved an ordinance requiring the city and individual employees to split expenses, which can run into the thousands of dollars.

Under the old law, the city bore the entire expense of arbitration for city employees not represented by a union. The change takes effect April 2.

The vote drew the protest of two former officers of the Fairbanks Police Department Employees Association. The action apparently is the latest spinoff of a council decision not to renew a contract with the police bargaining unit.

Police are now part of the city personnel system, along with public works department employees formerly represented by the AFL-CIO. Since the change, more than 30 grievances have been filed by police department employees formerly represented by the association.

Monday night Senior Patrolman Mike Pulice and Detective Sgt. Mike Nielsen, president and vice president of the association, told council members that the new law would discourage filing legitimate grievances.

An employee's decision to file a grievance will be based on his ability to pay for arbitration, Pulice said.

Nielsen said filing a grievance often involves hiring an attorney at $125 per hour to match the city's "hired gun" in arbitration, the city attorney.

"In order to have an equal gun, you have to hire an attorney," Nielsen said.

Additional expense may result from hiring a neutral arbitrator and stenographic expenses. There is one arbitrator in Fairbanks and several in Anchorage. If neither party agrees to an in-state arbitrator, one must be obtained from Outside. The costs to employees may run as high as $1,500-$2,500, Pulice said.

Under the new law, there's no reason for the city not to "stonewall" on the employee claims since it's not likely the employee will desire to pay arbitration costs, Nielsen said.

However, that's what's happening on the other side now, according to City Attorney Herb Kuss.

At the present time, he said, there is no motivation for flexibility on the employee's part and no motivation to settle before arbitration. "It's an open expense account for the grievant," Kuss said.

Kuss said the city has seen a "dramatic increase in inflexibility" by the employees filing grievances.

Pulice said this morning about 33 grievances have been filed since the police contract was not renewed, mostly dealing with levels of compensation for officers placed in the personnel system.

Monday's change, he said, points to the job insecurity of working without a contract. "What is going to happen next month?" Pulice said.

FDNM 3/29/83

CLASSIFIED PERSONNEL ORGANIZATION
825 College Road
Fairbanks, Alaska 99701 (907) 452-2023

March 31, 1983

Senator Bettye Fahrenkamp
Pouch V
State Capitol
Juneau, Ak. 99811

Dear Senator Bettye:

I am sure that you are aware of the newspaper article enclosed, but will send it along just in case you may have missed it. The article enclosed was printed in the Daily News-Miner dated March 29, 1983.

As sponsor of SB 154, this article gives you additional information and justification for repeal of the Koslosky Amendment. I intend to send this article to Senator Josephson, who I understand will be assigned to the bill when it is passed out of the Labor and Commerce Committee and referred to the Senate Finance Committee.

Obviously, a mistake was made when boroughs and municipalities were allowed to "opt" out of PERA and noncertificated school district employees not included. Your testimony to the Senate and Labor and Commerce Committee, which you graciously sent me, hit the nail right on the head. However, it must be pointed out that the City of Fairbanks has regressed from the legislative intent by no longer even recognizing voluntarily the Police Protection Association and others, which they did in the past. There are many more issues analogous to this situation around the state.

Referencing SB 104 - The Mat Su School

board will not recognize for any purpose the Organization formed to represent the Non-Certificated employees of the school district.

Thank you for sending me a copy of your testimony referenced above and for your concern and interest in these matters.

Take care.

Sincerely,

H. Frank Belts

H. Frank Belts,
Business Manager

Encl: 1

HFB: rll

BOX 1200

PH. 262-5846

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

SOLDOTNA, ALASKA 99669

March 17, 1983

from Tom Overman
Send copy to
which ever committee
new bond bill

Honorable Donald E. Gilman
State Capital
Pouch V
Juneau, Alaska 99811

Dear Senator Gilman:

Several pieces of legislation have come to my attention involving the status of negotiations of School District Employees. Before I address both bills I would like to point out that both teacher unions, NEA-Alaska and AFT have the ability to organize classified employees. At the present time AFT has organized the classified employees on the Kenai Peninsula. NEA-Alaska has not moved formally into that area in the State but NEA has started organizing classified employees outside. If this should occur your local school boards would come under tremendous pressure politically as well as through the negotiations process. The type of power that would be held by these unions would have tremendous effect on the ability of local citizens or the State to control the policies or cost of public education.

The two pieces of legislation that effect classified employees, (custodian, secretary, teacher aid), are House Bill 216 and Senate Bill 104. At the present time the Kenai Peninsula Borough School District negotiates with its classified employees; it does this under its own policy and only on those items it has defined as negotiable. This arrangement has provided satisfactory benefits and salaries for our employees even though the arrangement is not liked by the organized National unions as it limits their power and influence. The proposed changes in the bill would make negotiations mandatory which is not the case with other Local Municipal Goverments. School Boards should not lose the right to be exempt as other municipal governments are; if this would happen it would have a detrimental effect on all local governments. The proponents of the bill are unable to substantiate any place in the State where classified school employees are underpaid or have fewer fringe benefits than comparable positions in private industry or other government agencies. Therefore the only beneficiary of this bill will be the unions themselves. The two major unions to benefit would probably be AFT or NEA-Alaska as they have the mechanism to organize in the rural areas with their teachers.

The other bill is binding arbitration for teachers. The bill I have seen is Senate Bill 78; however there may be some other forms of the bill. The teachers in the State of Alaska have tremendous political power without

this. At present through Title 14, they have a guaranteed right to a position through Tenure; they have guaranteed rights to a trial de novo, guaranteed grievance, appeal and hearing processes along with many other rights. This already makes them a very special class of people in the State. I know of no other people with so much protection under the law. Along with these guaranteed rights and privileges in the law, they have the political power and strength of their union to control and influence local and state elections. If anything, the Legislature should be looking at ways to limit negotiations by teachers and bring the laws more in line with the ordinary citizen. There basically is no need for the bill. Teachers in this state are not underpaid, over worked or mistreated in any way.

For example, on April 7th and 8th, a number of teachers will be in Juneau lobbying for this legislation. Because of the Negotiated Agreement, the 7 from our District will be collecting their salaries which will be on the average of $200 per day and the District will pay for substitutes in the classroom at an average cost to the District of $78.00. These same teachers have already negotiated a 11% pay increase for next year, 8.5 on the base and 2.5% step increase, without binding arbitration or the right to strike. The teachers, through their union and State Law, already have the best of two or three worlds, i.e., special legislation guaranteed jobs, the right to negotiations and political power to influence legislation.

I hope that I have been able to give you some information that will help you make a decision that will benefit the citizens of the State and not the unions and their leadership. None of these bills have any direct benefit to the employees.

Sincerely,

Thomas E. Overman
Executive Director Personnel

gs

cc: File

STATE OF ALASKA
FINAL STATEMENT OF FISCAL IMPACT

Bill No: Senate Bill 78 Date on Bill: February 3, 1983
Title: "An Act making the Public Employment Relations Act...."
Sponsor: Senate Hess Committee
Requestor: Senate Hess Committee

1. Estimated fiscal impacts on:

a. Expenditures:

(Thousands of Dollars)

				FY 83	FY 84	FY 85	FY 86		
Capital									
Operating					489.4	506.6	537.0		
Total					489.4	506.6	537.0		

b. Revenues:

Revenue									

2. Source of funds to offset fiscal impact of bill: N/A

3. Assumptions: The following four assumptions have been made.

1. An inflation rate of 6% per annum
2. Effective date of July 1, 1983
3. Contracts for 26 school districts will come up for negotiations each year.
4. Fifty percent of the school districts (equates to appproximately 26) will file unfair labor practice charges requiring hearing before the labor relations board. (Average hearing lasts six weeks).

4. This statement has been reviewed by the OMB in the Office of the Governor. It may be considered to represent the policy of the Sheffield Administration and the final estimate of fiscal impact.

Prepared By: NB Robert J. Bacolas, Sr. Phone: 465-4870
Division: Labor Standards & Safety Date: March 2, 1983

Approved by Commissioner: NB Jim Robison Date: 3/3/83
Department: Labor

Reviewed by OMB: Dana Efird Date: 3/7/83
Phone: 465-3568

5. Distribution:
Original to Legislative Finance
Copy to Department
Copy to Sponsor
Copy to Requestor

2/8/83

Detail Analysis for Senate Bill 78

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

In addition to the costs associated with the five Wage and Hour Investigators and two clerical support positions are costs to contract for a hearing officer on 26 occasions ($20,700) and court reporting services including transcripts ($11,300), plus printing ($5,000) and legal costs ($12,000). A total of $6,100 has been included in travel for the hearing officer's transportation and per diem (10) trips of 2 days each = $440 + [$85 X 2] 10 = $6,100).

Line item costs are as follows for FY'84:

Personal Services	$267,100
Travel	52,900
Contractual Services	153,400
Commodities	4,500
Equipment	11,500
Total	$489,400

Of these costs, only the equipment costs of $11,500 are one time items.

NEA - ALASKA

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Dianne Anderson
Field Staff
Anchorage Office

Steve Pulkkinen
Field Staff
Anchorage Office

Mary Ann Einlnger
Deputy Executive Secretary
Fairbanks Office

March 10, 1983

Guy Stringham, Director of Labor Relations
Department of Administration
Pouch C
Juneau, Alaska 99811

Dear Guy:

Thanks for taking the time to meet with me this past Wednesday and discuss options and your thinking and that of the Administration relative to achieving finality in the Teacher Collective Bargaining process. While we covered a lot of bases -- philosophical, academic, and pragmatic, I am going to attempt to summarize for you what we, NEA-Alaska, see as the best options for the resolution of our concern in a priority order.

Needless to say, we are still not totally in concurrence but I do appreciate having the advantage of your thinking as articulated in the policy paper which you shared with me.

I am really not persuaded that teachers are so unique or that PERA is so unique that we necessarily must have a different statute that accommodates a process: collective bargaining. The University faculty, the Community Colleges, and even the K-12 teachers who work in Correspondence for the Department of Education are already included in the PERA and it seems logical to me that as a procedural matter for collective bargaining, since it is working in the State, it could also accommodate public school teachers.

I recognize that those who oppose our effort to revise the Bargaining Law and/or move into the PERA raise this kind of a question 'that we are so uniquely different'. If the overwhelming consideration were that they were sincerely interested in finality, which can only really be defined through arbitration, then I would be more sensitive to the options under 14 as opposed to 23. However, it is, has been, and will continue to be my opinion that the opposition to finality is just that, an opposition to finality and not really a sincere desire on the par of the School Board's Association to solve the problem. Before getting in to the order of options that we would propose I commend you for calling to the attention of the HESS Committee the Declaration of Policy in Section 23 and relating it to the fact that it is the obvious and apparent intent of the Legislature that this kind of thinking should prevail in a government/employee relationship vis-a-vis collective bargaining.

Our priority preference, in order, would be as follows:

1) Use SB 78 as stated because of its simplicity in terms of substantive changes. As you can easily see, the changes are only editorial and sometimes this kind of change is easier to deal with in the legislative arena.

2) Continue using SB 78 but with some modification of the arbitration procedure stated in 23.40.200 to be specifically applicable to only teachers in the Class 1 distinction. This could include a modification of arbitration by providing for a cooling off period as suggested by the Governor before the parties go into arbitration. Additionally, I feel very strongly that last best offer arbitration enhances the probability of a negotiated or bilateral settlement short of actually having the arbiter write an award.

3) The next option would be to look at some of the considerations which were a part of SB 668 from the last legislative session which was a combination of right to strike with a referendum on the part of the community as to whether or not the dispute should be settled through arbitration per the Statute and/or whether the teachers should have the right to strike subject to the possible restraint by the court provided in paragraph C of Section 200.

4) A fourth approach, if for whatever reason it is essential that the remedy be done in Title 14, is to simply modify all of Section 23.40.070 through Section 23.40.260 with appropriate editorial considerations and apply it to the public schools thus substituting it for Title 14 and leaving Title 14 as the Teacher Bargaining Law but the substance of the law being for all intensive purposes PERA. We could use the Department of Labor as opposed to the Labor Relations Agency as is implied right now in PERA and edit out all references to any purpose or function for the Labor Relations Agency itself. Obviously if we approached it this way in the 200 Section we would really only need two categories: one for certificated staff and the other for classified staff. In so doing we would also have to preclude the exemption option which is currently provided for by 78.

5) The last approach that I can think of that represents a potential for us is to work around the suggestion you make in your policy paper pertaining to modification of Section 14.20.580 (C). However, upon review I think you will agree that mediators, especially MCS, are not inclined to write a mediation report. Therefore, we don't necessarily have a document to work from as a result of the mediation process. My suggestion would be that we make Section 14.20.570 a mediation/arbitration procedure where the mediator has the authority to arbitrate in the event that the parties do not reach agreement. I would put in to that the concept of last best offer which would enhance the leverage the mediator would have over the parties in terms of getting them to make offers that are reasonably close. If we put arbitration in Title 14 we are going to have to talk about criterion and other procedures to have an award set aside otherwise there is going to be the possibility of a constitutional question.

Additionally, if we work within 14, we have three other serious concerns which are already addressed in 23 and they pertain to the need for: an administrative agency to assist in the implementation of the law, a definition and procedure pertaining to unfair labor practices and, enabling legislation in 14 so that we might be able to negotiate agency fee.

We are more than anxious to sit down and discuss these options with you. As you well know, this is our highest legislative priority and we are most anxious that the issue be brought to resolution in the current session.

Thanks for your time, help, interest and cooperation. We appreciate it. In the event that I am not in Bob Cooksey is available to meet and discuss them with you.

Sincerely,

BM/jc

Robert Manners
Executive Secretary

RM:jc

C: Bob Cooksey
Senator Joe Josephson, Chair, Senate HESS
Senator Jay Kerttula, Sponsor SB 78

POSITION PAPER
on
COLLECTIVE BARGAINING
BETWEEN SCHOOL BOARDS AND THEIR EMPLOYEES

The intent of SB 78 is fully understood by reading the proposal in Section 7 of the bill which repeals AS 14.20.550 - 14.20.610. These sections are concerned with school board procedures relative to labor negotiations, mediations and grievance handling. This amendment would move the labor relations procedures of Title 14 to Section 23.40.070 - 260, the Public Employment Relations Act. At first reading this proposal appears to have validity in that a single statute would control procedures in the area of labor relations. However, SB 78 fails to address the unusual circumstances and political sensitivity of the educational views of the many communities of the state which are operative in labor disputes between school district administrators and educational associations. As found in SB 78 the proposal is to classify certificated employees of school districts as Class 1 participants as defined in PERA for the purpose of denying or limiting strikes. Class 1 employees are barred from striking and are immediately subjected to AS 09.43.030 which allows for court ordered interest arbitration. This proposal would appear to ensure labor harmony; in fact, it would limit attempts to find true areas of compromise, thereby forcing the parties to make non-negotiable demands rather than seeking settlement that reflects the interests of all parties, including the community.

Placing certificated employees within AS 23.40 of PERA opens a broader question of whether the present non-negotiable items found in the decision of the Supreme Court in the Kenai case could now be considered negotiable within the PERA definitions of terms and conditions.

All school-related employees should be spoken to under Title 14. The amendment proposing to view non-certificated school employees as Class 2 PERA employees has some validity when considering health-related activities such as trash removal. However, this group of employees when placed in a classification under Title 14 should be limited in their right to strike, similar to those employees presently classified as Class 2 within PERA.

While the above discussion on certificated and non-certificated employees is important, the proposal to force all school boards into accepting AS 23.40.070 - 260 can only disturb the regional needs to address all issues, including labor management, that impacts their lives.

The proposed amendments under SB 78 which attempt to define all public employees and public employers is a shotgun approach to creating a broad class of individuals within the AS 23.40 series. This issue should be examined more fully in another position paper.

As noted in other overviews on this subject an amendment to AS 14.20.580 "C" to include several options to school district administrators and employees such as:

A. limited strike;
B. interest arbitration;
C. 30-day cooling off, mediation, limited strike, and finally interest arbitration

will provide the relief proposed in SB 73 without forcing educational labor needs into a purely unrelated labor bill. Community needs in the area of education and labor relations is an inherently different set of issues than the general non-education labor market concerns.

Guy Stringham
Director
Division of Labor Relations
Department of Administration

Lisa Rudd
Commissioner
Department of Administration

DATABANK

Teacher Supply/Demand by Field and Region

These tables are based on a survey of 60 university teacher-placement officials representing all regions of the country. It is an opinion survey, reflecting the best estimates of the respondents, and was conducted by James N. Akin, of the Career Planning and Placement Center at Kansas State University. Mr. Akin has conducted similar surveys each year since 1976 for the American Association for School, College, and University Staffing, a 700-member organization of placement and personnel officials.

Average Salary Reports

		Special Education		Elementary/Secondary	
		Bachelors	Masters	Bachelors	Masters
REGION 1	1980-81	12,086	12,850	11,885	12,850
	1981-82	12,651	13,750	12,410	13,417
	1982-83	13,275	14,500	13,038	14,250
REGION 2	1980-81	11,612	12,537	11,612	12,537
	1981-82	12,505	13,510	12,505	13,510
	1982-83	13,000	14,922	13,707	14,772
REGION 3	1980-81	13,106	14,854	12,733	14,361
	1981-82	14,157	15,389	13,742	15,475
	1982-83	15,061	16,550	14,421	15,700
REGION 4	1980-81	11,424	13,981	11,224	13,032
	1981-82	13,291	15,438	12,758	14,883
	1982-83	12,789	—	12,051	—
REGION 5	1980-81	11,040	11,688	10,275	10,950
	1981-82	11,792	12,503	11,175	11,725
	1982-83	12,903	13,813	12,642	13,302
REGION 6	1980-81	11,524	12,450	11,014	12,425
	1981-82	12,078	13,396	11,496	12,567
	1982-83	11,750	12,750	12,000	12,750
REGION 7	1980-81	11,896	12,947	11,583	12,930
	1981-82	12,503	13,958	12,090	14,040
	1982-83	13,213	15,477	12,890	15,054
REGION 8	1980-81	11,000	11,750	11,000	11,750
	1981-82	11,875	12,500	11,675	12,500
	1982-83	12,875	13,875	12,875	13,875
REGION 9	1980-81	9,500	10,500	9,354	10,500
	1981-82	10,000	11,100	10,332	11,100
	1982-83	10,500	11,750	10,365	11,000
ALASKA	1980-81	21,000	24,000	21,000	24,000
	1981-82	22,000	25,000	22,000	25,000
	1982-83	22,000	25,000	22,000	25,000
HAWAII	1980-81	—	—	—	—
	1981-82	13,271	14,245	13,271	14,245
	1982-83	14,598	15,669	14,598	15,669

The above average salary reports for beginning teachers are from data furnished by survey respondents. The averages in some cases are based upon limited salary input, thus reliability is not assured.

Regions are coded as follows: Alaska, Hawaii, 1-Northwest, 2-West, 3-Rocky Mountain, 4-Great Plains/Midwest, 5-South Central, 6-Southeast, 7-Great Lakes, 8-Middle Atlantic, 9-Northeast.

— indicates data were not available

SOURCE: Association for School, College and University Staffing—James N. Akin

REGION / Field	Alaska	Hawaii	1	2	3	4	5	6	7	8	9	Continental United States 1983	1982	1981	1980	1979	1978	1976
Agriculture	1.00	4.00	4.00	3.50	4.33	4.00	4.25	4.50	4.66	3.75	3.00	4.02	4.36	4.46	4.73	4.67	4.69	4.06
Art	1.00	1.00	1.14	1.33	1.85	2.85	2.92	1.80	1.83	1.66	1.60	1.92	1.84	2.00	2.45	2.06	1.72	2.14
Bilingual Education	3.00	3.00	3.83	4.66	4.00	4.60	4.00	5.00	2.50	3.16	3.00	3.83	4.13	4.10	4.21	4.32	—	—
Business Education	4.00	4.00	3.33	5.00	3.00	3.16	2.68	3.00	3.16	3.80	3.00	3.24	3.47	3.50	3.80	3.65	3.52	3.10
Counselor-El.	3.00	4.00	2.83	3.40	3.20	3.60	4.41	3.00	2.50	2.00	2.33	3.03	2.72	3.05	3.38	2.96	3.00	3.15
Counselor-Sec.	3.00	4.00	2.80	2.83	3.20	3.50	2.81	3.50	2.66	2.00	2.33	2.83	2.79	3.13	3.76	3.03	3.31	2.69
Data Processing	2.50	—	4.00	4.00	4.50	4.50	4.66	4.40	4.25	4.40	4.50	4.36	3.86	4.35	—	—	—	—
Driver's Ed.	1.00	3.00	2.50	3.00	2.83	2.60	3.85	3.66	2.60	1.50	3.00	2.94	2.77	2.87	2.98	3.06	2.63	2.44
Elementary-Primary	1.00	1.00	2.00	2.66	2.11	1.85	3.43	1.60	1.66	1.83	1.33	2.11	2.02	2.24	2.77	2.19	2.84	1.78
Elementary-Inter.	1.00	1.00	1.79	2.66	2.20	2.28	3.35	1.80	1.83	1.83	1.00	2.11	2.26	2.56	2.84	2.33	1.97	1.90
English	1.00	3.00	2.36	3.00	2.10	3.71	3.62	2.80	2.66	3.00	2.60	2.90	3.21	3.37	3.51	2.78	2.30	2.05
Health Ed.	4.00	2.00	1.57	1.25	1.82	2.00	1.91	1.40	1.80	2.16	1.75	1.76	1.90	2.24	2.17	2.16	2.38	2.27
Home Economics	4.00	2.00	2.50	2.00	2.50	2.60	2.58	2.25	2.33	2.75	2.33	2.44	2.43	2.54	2.85	2.67	2.37	2.62
Industrial Arts	3.00	4.00	3.50	3.33	4.00	3.60	3.91	4.66	4.00	4.60	4.00	3.96	4.36	4.72	4.77	4.68	4.65	4.22
Journalism	3.00	1.00	2.50	1.75	2.25	3.16	3.50	2.40	2.66	2.66	1.50	2.63	2.61	2.77	2.98	2.50	2.54	2.86
Language-French	3.00	2.00	2.28	2.00	2.20	3.00	2.80	3.25	3.33	2.50	2.00	2.59	2.49	2.58	2.68	2.49	2.15	2.15
Language-German	3.00	2.00	2.14	1.83	2.16	3.14	2.50	3.66	3.16	2.33	1.66	2.51	2.48	2.58	2.70	2.17	2.28	2.03
Language-Spanish	3.00	2.00	2.85	2.33	2.71	3.00	2.83	3.50	3.16	2.40	2.20	2.77	2.68	2.95	3.34	2.88	2.84	2.47
Library Science	3.00	3.00	3.00	3.66	2.74	3.33	3.33	3.75	3.20	2.00	2.00	3.09	3.12	3.31	3.58	4.26	—	—
Mathematics	3.00	4.00	4.42	4.66	4.85	5.00	4.71	5.00	4.83	4.83	4.50	4.75	4.81	4.79	4.80	4.68	4.40	3.86
Music-Instr.	2.00	2.00	3.18	3.16	3.42	3.71	2.71	2.40	3.33	2.33	2.16	2.97	3.28	3.33	3.65	3.33	3.30	3.03
Music-Vocal	1.00	—	3.42	2.83	3.28	3.57	2.66	2.40	3.16	2.33	2.00	2.89	2.95	3.06	3.32	2.97	3.03	3.00
Physical Education	2.00	1.00	1.14	1.33	1.50	1.42	2.00	1.80	1.33	2.00	1.20	1.54	1.72	1.80	1.82	1.67	1.86	1.74
Psychologist (school)	1.00	—	3.25	3.40	3.60	3.80	2.80	3.00	3.00	3.00	2.75	3.19	3.56	3.70	3.87	3.43	3.68	3.09
Science-Biology	1.00	5.00	3.14	3.33	2.71	3.57	3.87	3.20	4.16	4.16	3.60	4.10	3.66	3.89	3.50	3.49	3.11	2.97
Science-Chemistry	1.00	5.00	3.71	3.83	3.85	4.57	4.50	4.00	5.00	4.83	4.40	4.30	4.13	4.42	4.18	4.09	3.97	3.72
Science-Earth	1.00	5.00	3.37	3.33	3.71	4.00	4.00	3.80	4.00	4.16	4.00	3.80	3.89	4.08	3.64	3.82	3.50	3.44
Science-Physics	1.00	5.00	3.85	3.83	4.28	5.00	4.42	4.40	5.00	4.83	4.60	4.46	4.41	4.56	4.28	4.36	3.91	4.04
Social Science	1.00	1.00	1.16	1.40	1.42	2.00	2.87	2.00	2.00	1.50	1.00	1.75	2.11	2.05	1.98	1.83	1.51	1.51
Social Worker (school)	4.00	—	2.25	1.66	3.00	3.00	2.00	1.50	2.00	2.33	3.00	2.27	2.34	—	—	—	—	—
Speech	3.00	1.00	2.00	2.50	2.40	2.57	3.14	2.33	2.00	3.20	1.00	2.51	2.76	2.65	2.50	2.47	2.48	2.46
Special-ED (PSA)	3.00	5.00	3.66	3.60	4.25	4.42	4.42	4.60	4.33	3.50	3.60	4.08	3.98	4.22	4.36	4.22	3.96	3.42
Special-Gifted	3.00	—	3.33	3.80	4.33	4.00	4.00	4.25	3.75	3.25	3.50	3.80	3.81	4.10	4.33	4.56	3.95	3.85
Special-LD	3.00	5.00	3.66	3.50	4.60	4.28	4.50	4.80	3.83	3.00	4.50	4.09	4.20	4.47	4.48	4.50	4.45	4.00
Special-MR	3.00	5.00	3.66	3.66	3.80	3.71	4.37	3.60	3.33	3.50	3.25	3.71	3.84	4.14	4.23	4.39	3.52	2.87
Special-Multi. Handi.	3.00	5.00	3.50	3.75	3.50	4.33	4.50	4.00	3.60	3.50	3.25	3.82	3.93	4.13	3.87	3.24	—	—
Special-Reading	3.00	—	3.28	3.33	3.91	3.33	4.14	4.00	2.83	3.16	2.50	3.39	3.73	4.21	4.23	4.27	4.09	3.96
Speech Path./Audiology	5.00	3.00	2.66	4.20	4.00	4.00	3.50	5.00	4.16	3.20	4.00	3.62	3.95	4.27	4.17	3.83	3.83	3.68
COMPOSITE	2.36	3.13	2.93	3.02	3.09	3.37	3.52	3.11	3.14	3.01	2.73	3.14	3.20	3.39	—	—	—	—

Regions are coded as follows: Alaska, Hawaii, 1-Northwest, 2-West, 3-Rocky Mountain, 4-Great Plains/Midwest, 5-South Central, 6-Southeast, 7-Great Lakes, 8-Middle Atlantic, 9-Northeast. Alaska and Hawaii are not included in the Continental United States totals.

5 = Considerable Shortage, 4 = Slight Shortage, 3 = Balanced, 2 = Slight Surplus, 1 = Considerable Surplus

— indicates data were not available

SOURCE: Association for School, College and University Staffing—James N. Akin

PELRA

Needed Changes in Michigan Public Employment Labor Relations Law

Statement On Behalf of Michigan Public Employer Labor Relations Association

Introduction

Over the years since passage of the first state law providing public employees with limited rights to organize and bargain, Act 336 of 1947, and particularly with passage of the Public Employment Relations Act in 1965, public employers and the citizens they represent have encountered a number of major and growing difficulties. Some of these difficulties are outlined below, with suggestions for ways in which the Michigan labor laws can be modified in the effort to restore "balance" in the bargaining relationship between public employers and employee unions.

These proposed changes are not presented in an attempt to turn the clock back. Public employee unions and bargaining are well established and accepted in Michigan. However, unless the law is changed, the general public will continue to suffer from the inbalance in bargaining power in favor of public employee unions. This inbalance has resulted in numerous and disruptive public employee strikes; the fragmentation of public employer work forces with both nonsupervisory and supervisory personnel being organized and bargaining; and "wide open" bargaining resulting from the liberal interpretation of the proper scope of bargaining by the state regulatory agency, and the courts.

It has been well documented that public employees in Michigan are no longer "second class citizens," if this were ever true. Michigan leads the nation in the average compensation of school teachers and in a number of classifications of other municipal employees. Therefore, the arguments in support of the Public Employment Relations Act to the effect that employee unions need extreme protection to counter-balance the power of public employers are inappropriate to present conditions. Public employers and taxpayers need the support and direction of soundly conceived labor law in order to redress the serious problems outlined below.

Improvements in the regulation of public employee bargaining in Michigan will not occur until members of the state legislature recognize the need for a change. A necessary first step in seeking remedies is to accurately identify the problem. The general public is aware of those visible difficulties in public employee bargaining, such as strike threats and occurrences, picketing, etc. While these actions constitute one aspect of the problem, there are several other difficulties which have received little or no public recognition nor attention by appropriate state officials. Some of these serious needs are identified herein, with suggestions for appropriate remedies through legislative action.

1. NEED TO ESTABLISH A SEPARATE PUBLIC EMPLOYMENT RELATIONS COMMISSION

The Problem

The state regulatory functions of unit determination, unfair practices and mediation services required by the Public Employment Relations Act, were assigned to the Employment Relations Commission and staff which had been created by the Legislature in 1939 to administer the Labor Mediation Act for private employees. This state agency has applied the same standards for the regulation of public employee negotiations as it previously established for private employees. Other states and the Federal government have established separate agencies for regulating negotiations between public employees and public agencies, with more satisfactory results.

Proposed Solution

The State Legislature is urged to establish a new Public Employment Relations Commission to regulate and mediate public labor relations, separate and distinct from the present commission which was established originally to regulate the private sector Labor Mediation Act. There are substantial differences between public and private employment and between the provisions of the Public Employment Relations Act and the Labor Mediation Act, which justify this recommendation.

It is recommended that the Chairperson of the Public Employment Relations Board be a full time position.

2. DEFINE AND LIMIT AREAS APPROPRIATE FOR PUBLIC EMPLOYEE BARGAINING

The Problem

The Public Employment Relations Act does not limit or identify those matters which are proper subjects for collective bargaining. This has led to the assertion that nearly all personnel matters are mandatory subjects for bargaining, including job classification and other subjects for which separate appeal procedures may exist. The Michigan Employment Relations Commission has given liberal interpretation to the scope of bargaining, to the detriment of public agencies and taxpayers. The more there is to bargain, the greater is the potential for public agency concessions and losses in the bargaining outcome. This is particularly true when arbitration is used as a dispute settlement procedure.

Proposed Solution

The State Legislature should amend the PERA to provide that no collective bargaining agreement shall impair the right and responsibility of a public employer to:

a. Determine the overall mission of the employer as a unit of government;
b. Maintain and improve the efficiency and effectiveness of governmental operations;
c. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted;
d. Determine the overall methods, processes, means, job classification or personnel by which governmental operations are to be conducted;
e. Direct, supervise or hire employees;
f. Promote, suspend, discipline, transfer, assign, retain or lay off employees;

g. Relieve employees from duties because of lack of work or funds, or under conditions where the employer determines continued work would be inefficient or non-productive;
h. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining agreement; or
i. Take actions to carry out the mission of employer as the governmental unit in situations of emergency.

3. REVISE LAW GOVERNING BARGAINING IMPASSE RESOLUTION

The Problem

Michigan law now provides for the compulsory and binding arbitration of labor disputes involving local government police officers and firefighters, upon the request of either party. A number of proposals have been made to extend this procedure as a dispute settlement device to be available as an option in all public employee disputes, or in limited areas such as school district matters. Such proposals, if adopted, would compound an already difficult problem in coping with public employee bargaining impasses.

Experience with the compulsory arbitration act for local police officers and firefighters has demonstrated that the process increases the bargaining power of the unions, to the detriment of the public employer; increases the costs of operation; results in a "chilling effect" on bargaining since the union may bypass serious bargaining and demand arbitration; and removes substantial decision-making authority from public officials and the citizens they represent.

Proposed Solution

That the Michigan law be amended as follows:
a. That in the case of a public employee bargaining impasse, mediation be required with the mediator certifying the matters at impasse;
b. That the mediator make public the issues in dispute;
c. That a union wishing to call a strike be required to take a secret ballot of employees to determine their desire to strike;
d. That a "cooling off period" be provided after an impasse is reached and before a strike may be authorized;
e. That significant fines be imposed in the event of illegal strikes or walkouts;
f. That voluntary, binding arbitration on the total package be authorized when agreed to by the parties.
g. That compulsory, binding arbitration be rejected.

4. RESTRICT SUPERVISORS FROM COLLECTIVE BARGAINING

The Problem

Supervisors have long been excluded from collective bargaining rights under Federal labor legislation. However, the Michigan Employment Relations Commission and the Michigan Court of Appeals have ruled that, under the Public Employment Relations Act (PERA), supervisors are included in the definition of "employee" and that most supervisors can therefore organize and bargain collectively with their public employers as long as they are not included in the same

bargaining unit as non-supervisors. These rulings have created a serious problem for public employers and, more importantly, for the public, because of the potentiality for conflicts of interest when a vital sector of management is permitted to engage in union activity. In the adversary relationship which exists and must exist between public employers and public employee unions, both sides should have full and undivided loyalty and representation. When supervisors engage in union activity, their loyalty to the public employer may be compromised and their ability to represent the employer in its relations with other unions is severely hampered.

Proposed Solution

The State Legislature should amend the Public Employment Relations Act (PERA) so as to clearly exclude executives and supervisors from coverage under the Act. As an alternative to bargaining rights under PERA, legislation should be considered which would give supervisors the more limited right to meet and confer with their public employer concerning wages, hours and conditions of employment. These more limited rights for public employer supervisors are greater than the law provides for supervisors in the private sector.

Michigan Municipal League

Address Reply to Ann Arbor Office

The association of Michigan cities and villages organized in 1899 for improvement of municipal government by united action

HEADQUARTERS:
1675 Green Road
P.O. Box 1487
Ann Arbor, MI 48106
313 662-3246

LANSING OFFICE:
416 W. Ottawa
Lansing, MI 48933
517 485-1314

May 28, 1980

Dear Senator;

The League's position on HB 4645 is that if the Legislature is going to grant public employees the legal right to strike, then PERA should be amended to assure that "the rules of the game" are the same as in the private sector. In other words, public employees should have no greater rights than private employees in collective bargaining or in a strike situation. To that end, the League has advocated the following:

1. Supervisors and managerial (executive and confidential) employees should be defined and excluded from unions just as they are defined and excluded both by federal and Michigan law in the private sector.

2. The scope of issues subject to mandatory bargaining should be limited to more closely parallel the scope of bargaining in the private sector. MERC and the courts in Michigan have greatly expanded the scope of mandatory bargaining under PERA since 1965 and have done so expressly because public employees could not strike legally. It is essential that the scope of bargaining be narrowed if strikes over the subjects of mandatory bargaining are now to be legalized.

3. The kinds of strikes being legalized and those remaining to be illegal, should be clearly defined, just as there are legal and illegal strikes ("protected" and "unprotected" activity) under the federal law. Furthermore, effective and meaningful economic sanctions should be provided for violations by employees and by unions.

4. The pre-strike dispute resolution procedures should be strengthened rather than simply "adopting by reference" the unacceptable Act 312 police-fire Compulsory Arbitration Act. Innovative approaches such as used in Massachusetts, Connecticut, and Minnesota should be explored and seriously considered for use in Michigan.

COMPULSORY ARBITRATION. Experience with Act 312 for police and fire personnel indicates that, in many instances, the union bargaining team simply "goes through the motions" of bargaining in an effort to achieve the goal of arbitration knowing that the union will get no less than management's offer and has the chance of achieving much more through arbitration. Adopting Act 312 for other employees may provide

an incentive for more and lengthier strikes as an effort by employees to achieve the goal of arbitration.

In Massachusetts, a 14-member Labor-Management Committee (3 firefighters, 3 police officers, 6 municipal officials, and a neutral chairman and vice-chairman, all appointed by the Governor) intervene in the dispute, and have successfully mediated most disputes without resorting to formal 312-type arbitration.

In Connecticut, a 15-person Arbitration Panel, appointed by the Governor (5 representing school boards, 5 representing teachers and 5 representing the general public) and situated in the State Department of Education, serves as the source of arbitrators in disputes involving teachers. This system has merit in that it achieves some political responsibility and accountability compared to the Act 312 system where there is no accountability and where built-in conflicts of interest exist.

In Minnesota, only if management refuses to accept the arbitration award does a strike become legal. This system has considerable merit since the arbitrator's decision is known before a strike rather than the "Russian roulette" of post-strike arbitration following court action.

One or a combination of these approaches ought to be explored. For example, a locally-appointed Massachusetts-type Labor-Management Committee of local citizens representing labor and management in the community, chaired by a state-appointed neutral mediator, might be considered, with a strike becoming legal only if either side rejects the recommendation of the Committee.

SUPERVISORS. Adoption of the definition proposed by Mr. Babcock and Sen. Plawecki could leave Michigan legal governments and school districts with all supervisory personnel (school principals, sergeants and lieutenants, and other supervisory personnel) in rank-and-file union bargaining units since the key elements of supervision (the assigning and directing of work) are left out of the definition. The State Labor Department back-tracked on a similar definition when the bill was pending in the House Labor Committee.

We urge adoption of the League-proposed amendments regarding supervisors.

SCOPE OF BARGAINING. We urge adoption of the League-proposed amendment which narrows the scope of bargaining to that applicable under the National Labor Relations Act. This is exceedingly important since, with legalization of strikes, the mandatory subjects of bargaining will become the basis for legal strikes by public employees in Michigan.

CLEAR DEFINITION OF LEGAL STRIKES. We urge adoption of an amendment which clearly legalizes only those strikes by employees against their employer for the purpose of enforcing their economic demands at the bargaining table. Such an approach would continue to outlaw sympathy strikes, secondary boycotts, etc.

Because some of the testimony from MERC and the State Labor Department is at variance with the facts regarding the federal laws, enclosed is a National Labor Relations Board booklet explaining the laws applicable to the private sector. For example, the MERC testimony stated private sector employees can legally strike at any time and for any reason. This is not quite accurate since the NLRB refers to lawful and unlawful strikes and lawful and unlawful picketing (see page 4 to 6, 36 to 41, and 42 to 44 of the booklet). ✳

For a discussion of "supervisors" under the federal law, see the bottom of page 48 and the top of page 49. The Labor Department analysis misleadingly states that the definition recommended by the Department is based on MERC case law which "closely follow National Labor Relations Board decisions."

The Labor Department analysis at least correctly recognizes the legalizing strikes could "force higher wage rates which would then impact on the fiscal operation of the governmental units" and that "the state may also have to aid and assist hard-pressed cities in meeting contract demands if the employer's ability to pay was limited." We concur with these statements in the analysis.

Sincerely,

MICHIGAN MUNICIPAL LEAGUE

William G. Davis
Associate Director

WGD:as

Enclosed

Our Opinions

Suspend Arbitration

The case against Michigan's arbitration law for police and fire unions is now more convincing than ever.

Act 312, requiring compulsory arbitration of pay disputes between cities and their police and fire unions, has been often criticized. But, in light of Detroit's desperate financial plight, the case takes on a new urgency.

Not only must the city trim its payroll, swollen by arbitration, it must also finance a $119 million deficit with bonds. Rodkey Craighead, chairman of Detroit Bank & Trust Co., recently noted that his firm would find it very difficult to buy the city's deficit bonds without some changes to narrow the gap between Detroit's costs and revenues. Not least among the changes Mr. Craighead mentioned was relief from the effects of Act 312.

The concern of Mr. Craighead, and of other Detroit bankers, is understandable. As bankers are fond of saying when they are asked to make risky investments, it's not their money. They have obligations to their depositors.

Too, Mayor Young's blue-ribbon fiscal crisis committee has noted that Act 312 contains provisions that "have had the effect of compounding Detroit's employe-compensation cost problems and *have in fact directly accounted for more than half of the present deficit.*"

The arbitration award for the police-fire contract beginning in 1977 cost the city $79 million more than raises for all of the city's other employes, who engaged in collective bargaining.

Arbitration is probably the soundest way to avoid dangerous police and fire strikes. But, as we've noted many times before, Michigan's law is seriously flawed — particularly with reference to a city's ability to pay.

The distortions created in Detroit's ledgers by the failure of arbitration panels to give attention to the city's fiscal position is all too apparent. Ability to pay needs much narrower definition. The law's current last-best-offer provision, which forces a panel to choose between two positions, with no room for compromise, also needs adjustment. Arbitration laws appear to be working in other states. With some amendments, Michigan's might also work.

But this is not the time for Lansing to fine tune a complicated statute. The city is asking the Legislature, as part of a package of bills enabling Detroit to issue the bonds, to suspend Act 312 for three years. This would have the effect of forcing the police and fire unions to the bargaining table, where agreements with the city's other unions have been held to reasonable levels in recent years.

If the police and fire unions won't agree to a voluntary waiver of Act 312 for this round of wage negotiations, the Legislature should act to suspend the law as an absolutely necessary part of the city's survival plan. The marketability of the bonds depends on it.

What lender or investor, surveying the damage already inflicted by Act 312, would gamble on the outcome of yet another arbitration?

The Detroit News
615 Lafayette Boulevard
Detroit, Michigan 48231
222-2000

ROBERT C. NELSON
President

GENE R. AREHART
Vice-President and General Manager

JOHN W. HARMS
Vice-President and Operations Director

RICHARD J. McCLENNEN
Vice-President and Marketing Director

Health, Education and
Social Services Committee

Official Business

Alaska State Legislature

Senate

Pouch V
State Capitol
Juneau, Alaska 99811
465-4907
465-4908

February 24, 1983

Honorable Peter McDowell
Director
Office of Management and Budget
Office of the Governor
Pouch A
Juneau, Alaska 99811

Dear Peter:

On February 21, 1983, the Committee on Health, Education and Social Services, which I chair, conducted a public hearing on Senate Bill 78, a bill for an Act making the Public Employment Relations Act applicable to employees of school districts, and providing for an effective date.

In our examination of the fiscal note, we noted that the note was prepared*and dated on February 3, 1983, and we were advised that the fiscal note did not necessarily reflect the Administration's "policy", or fiscal estimate, and was under review as of the date of the hearing by your Office.

Previously, several legislators, including the undersigned, have expressed to you some concerns about fiscal note procedure. I know, for example, that it is one of Governor Sheffield's desires, which I share, that the first session of the Thirteenth Legislature perform its tasks as expeditiously as possible, with a view to the earliest possible adjournment of this session consistent with our responsibilities to the people.

Obviously, any extended delays in the completion of fiscal notes must work against our accomplishment of the joint legislative and executive goal of an expeditious session. Senate Bill 78, as a case in point, may suggest the need for establishing some OMB internal deadlines for the handling of fiscal

*By the Department of Labor

notes. In any event, I would request that OMB furnish the Committee on Health, Education and Social Services its final fiscal comments by Friday, March 4, at 3:00, when the Committee will meet to again review Senate Bill 78.

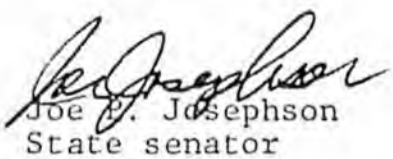
It was indicated by the testimony concerning the fiscal implications of Senate Bill 78 that the Department of Labor may have been admittedly arbitrary in the stated assumptions it employed in preparing the fiscal note.

With that in mind, the Committee has a natural concern that the figures in the note may be too high (or too low) and may not be the best possible estimate of the cost of the bill if enacted. Perhaps OMB, in preparing its fiscal data, could examine the mediation and arbitration activities in the units already within the purview of the Public Employment Relations Act, and relate the expected costs to the historic costs in other situations than education as a way of providing the Committee with a more definitive estimate.

Thank you, Peter, for your assistance in this matter. I know the new Administration and the legislature are still probing for ways that the new Administration can comply conscientiously with the legal requirements for fiscal notes in a timely way that will neither delay the work of the legislature nor deny to the legislative branch the information which ought to be considered in the analysis of bills and resolutions.

With best wishes,

Sincerely,



Joe H. Josephson
State senator

cc: Senator Vic Fischer
Senator Rick Halford
Senator Paul Fischer
Senator H. Pappy Moss

Introduced: 2/28/83
Referred: Labor and Commerce
and Finance

IN THE SENATE BY FAHRENKAMP

SENATE BILL NO. 154

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTEENTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act repealing the municipal exemption option to the Public Employment Relations Act."

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

* Section 1. AS 23.40 is amended by adding a new section to read:

Sec. 23.40.075. APPLICABILITY. This chapter applies to all public employers including organized boroughs or political subdivisions of the state that have rejected by ordinance or resolution having the provisions of AS 23.40.070 - 23.40.260 apply.

* Sec. 2. Section 4, ch. 113, SLA 1972 is repealed.

SB 154
gets rid of Alt 4 of PERA
Adm all empl denied the right to strike to PERA / SB 104??

NEGOTIATIONS SURVEY ★ ★ ★

Money, money, money! . . . can't those teachers ever talk education?

Class size, prep time, discipline! . . . don't they know we only talk money?

In January, the Association surveyed the membership on a broad range of preferences and priorities for the upcoming bargaining next year. Since that time the negotiations committee has met several times to tabulate and analyze the data obtained. The purpose of this survey is to further refine that data and to raise issues and problems the bargaining team is likely to face.

First of all, Alaska is one of thirty states which has a collective bargaining law requiring school boards to negotiate with teachers. These laws usually identify the terms and conditions of employment which are subject to the negotiation process and often specify procedures for enforcing the law and for resolving disputes.

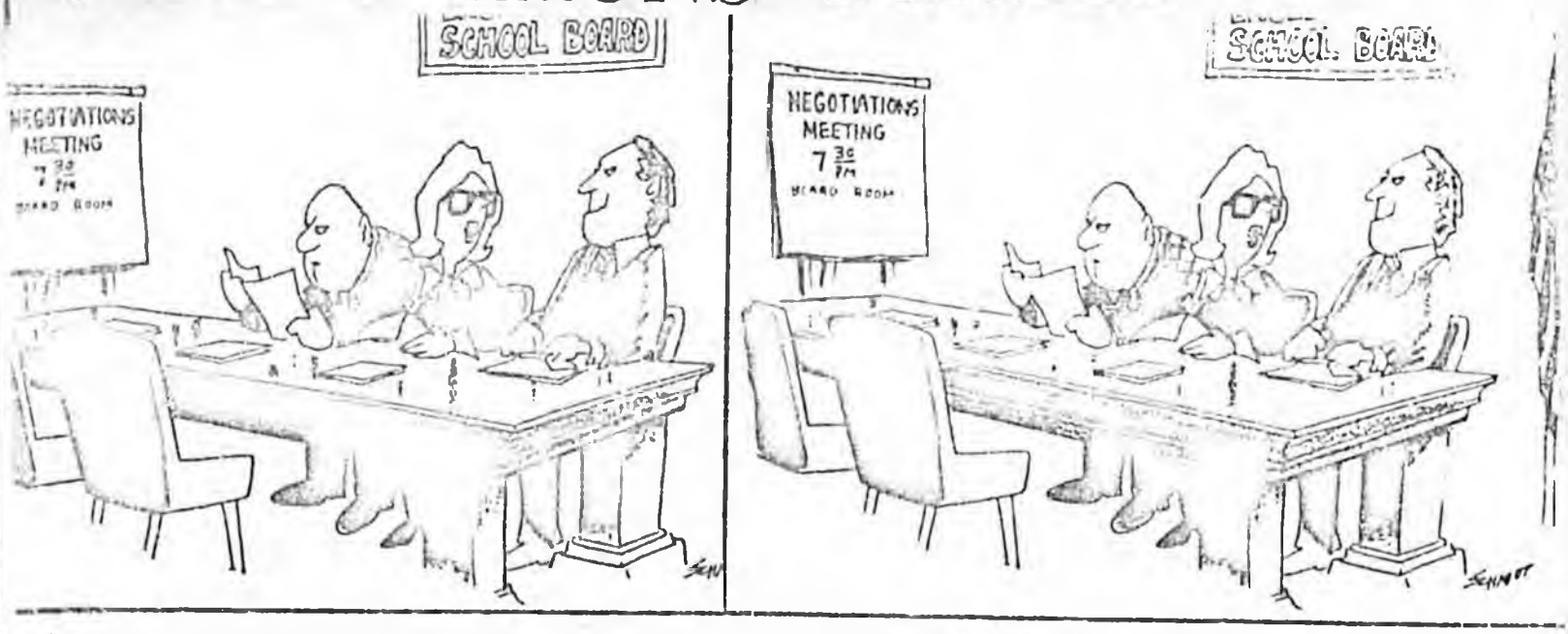
Although our law served us well for over a decade, recent supreme court decisions clearly handicap Association efforts to improve teaching and learning conditions. (see recent NEA-Alaska publication "Creeping Revisions Have Tipped the Balance") Alaska's collective bargaining law handcuffs teachers in negotiations with school boards in three major ways. First, the present law does not provide an effective means for impasse resolution (finality) such as binding arbitration. Second, no sanctions are provided for school boards who refuse to bargain in good faith. Third, because of the lack of clarity in the law, school boards are NOT REQUIRED to negotiate many issues of professional concern to teachers such as class size and improvement of curriculum.

For the following statements, please circle the answer which most nearly reflects the degree to which you agree or disagree.

	Definitely Agree	Tend to Agree	Tend to Disagree	Definitely Disagree
1. Collective bargaining is an effective method for teachers to participate in the determination of their terms and conditions of employment.....	4	3	2	1
2. Collective bargaining is the only way for teachers to limit the unilateral actions of the school board and administration..	4	3	2	1
3. Strikes are sometimes a necessary aspect of collective bargaining.....	4	3	2	1
4. It is important that a collective bargaining law provide teachers with the legal right to strike.....	4	3	2	1
5. It is important that a collective bargaining law provide teachers access to binding arbitration as a procedure for resolving disputes.....	4	3	2	1

JUNEAU EDUCATION ASSOCIATION

NEGOTIATIONS SURVEY ★ ★ ★



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First of all, Alaska is one of thirty states which has a collective bargaining law requiring school boards to negotiate with teachers. These laws usually identify the terms and conditions of employment which are subject to the negotiation process and often specify procedures for enforcing the law and for resolving disputes.

Although our law served us well for over a decade, recent supreme court decisions clearly handicap Association efforts to improve teaching and learning conditions. (see recent NEA-Alaska publication "Creeping Revisions Have Tipped the Balance") Alaska's collective bargaining law handcuffs teachers in negotiations with school boards in three major ways. First, the present law does not provide an effective means for impasse resolution (finality) such as binding arbitration. Second, no sanctions are provided for school boards who refuse to bargain in good faith. Third, because of the lack of clarity in the law, school boards are NOT REQUIRED to negotiate many issues of professional concern to teachers such as class size and improvement of curriculum.

For the following statements, please circle the answer which most nearly reflects the degree to which you agree or disagree.

	Definitely Agree	Tend to Agree	Tend to Disagree	Definitely Disagree
1. Collective bargaining is an effective method for teachers to participate in the determination of their terms and conditions of employment.....	4	3	2	1
2. Collective bargaining is the only way for teachers to limit the unilateral actions of the school board and administration.....	4	3	2	1
3. Strikes are sometimes a necessary aspect of collective bargaining.....	4	3	2	1
4. It is important that a collective bargaining law provide teachers with the legal right to strike.....	4	3	2	1
5. It is important that a collective bargaining law provide teachers access to binding arbitration as a procedure for resolving disputes.....	4	3	2	1

6. Even with the present law, it is possible for teachers in Alaska to bargain productively with school boards.....	4	3	2	1
7. Community awareness and support are essential if collective bargaining for teachers is to be strengthened...	4	3	2	1
8. The Political Action Committee for Education (PACE), NEA-Alaska's political arm, should continue to focus on electing candidates to public office who support improvements in Alaska's collective bargaining law for teachers.....	4	3	2	1

9. Thinking back to previous years, overall how much progress do you think has been made through negotiations in improving the economic status and working conditions for teachers in Juneau? Would you say there was:

A lot of progress.....4
Some progress.....3
A little progress.....2
No Progress.....1
Not Applicable.....0

For the following specific items, please circle the number which most closely reflects your opinion about the amount of progress made in recent years in Juneau.

	A lot	Some	A little	None	Not applicable
10. Improving teacher salaries.....	4	3	2	1	0
11. Reducing class size.....	4	3	2	1	0
12. Improving teacher evaluation procedures.....	4	3	2	1	0
13. Providing a preparation or planning period during student day....	4	3	2	1	0
14. Increasing the types and extent of insurance coverage paid by district.....	4	3	2	1	0
15. Improving student discipline procedures.....	4	3	2	1	0
16. Protecting teachers rights through an effective grievance procedure..	4	3	2	1	0
17. Improving assignment, transfer, and promotion procedures.....	4	3	2	1	0
18. Increasing leave benefits.....	4	3	2	1	0
19. Providing relief from nonprofessional duties.....	4	3	2	1	0
20. Improving the quality of in-service education.....	4	3	2	1	0
21. Improving the availability of supplies and materials.....	4	3	2	1	0
22. Securing teacher involvement in evaluating supervisory and administrative personnel.....	4	3	2	1	0
23. Securing teacher involvement in developing the school calendar....	4	3	2	1	0
24. Securing teachers involvement in curriculum decisions.....	4	3	2	1	0
25. Establishing fair Dismissal procedures including a just cause provision.....	4	3	2	1	0
26. Providing liability and legal protection for incidents which occur while performing duties.....	4	3	2	1	0

NEGOTIATIONS SURVEY ☆☆☆

Going through the same items again, circle the number which reflects your priority for improvements in each area during bargaining . For each area should improvements be a top , a high, a medium or a low priority?

		PRIORITY FOR IMPROVEMENTS			
		Top	High	Medium	Low
27.	Improving teacher salaries.....	4	3	2	1
28.	Reducing class size.....	4	3	2	1
29.	Improving teacher evaluation procedures	4	3	2	1
30.	Providing a preparation or planning period during student day.....	4	3	2	1
31.	Increasing the types and extent of insurance paid by district.....	4	3	2	1
32.	Improving student discipline procedures.	4	3	2	1
33.	Protecting teacher rights through an effective grievance procedure.....	4	3	2	1
34.	Improving assignment, transfer, and promotion procedures.....	4	3	2	1
35.	Increasing leave benefits.....	4	3	2	1
36.	Providing relief from nonprofessional duties.....	4	3	2	1
37.	Improving the quality of in-service education.....	4	3	2	1
38.	Improving the availability of supplies and materials.....	4	3	2	1
39.	Securing teacher involvement in evaluating supervisory and administrative personnel.....	4	3	2	1
40.	Securing teacher involvement in developing the school calendar.....	4	3	2	1
41.	Secure teacher involvement in curriculum decisions.....	4	3	2	1
42.	Establishing fair dismissal procedures including a just cause provision.....	4	3	2	1
43.	Providing liability and legal protection for incidents which occur while performing duties.....	4	3	2	1

YOUR MOST SERIOUS CONCERNS: go back through Items (10-43) and select five of the greatest concern to you. List them by number in the space below.

1. _____
2. _____
3. _____
4. _____
5. _____

Does anyone here have enough sense of security to oppose my suggestion?

JUNEAU EDUCATION ASSOCIATION

NEGOTIATIONS SURVEY ★☆☆

44. Your negotiators will be attempting to make substantial improvements in all areas of concern to teachers. However, sometimes it becomes necessary to trade off one gain against another. If you were to advise your negotiators in the following situations which option would you recommend?

A. SALARY AND FRINGE BENEFITS

1. A substantial increase in salary and no increase in fringe benefits
2. No increase in salary and a substantial increase in fringe benefits
3. A fairly substantial increase in salary and a minor increase in fringe benefits
4. A minor increase in salary and a fairly substantial increase in fringe benefits.

Circle the number corresponding to the option you recommend.

B. SALARY AND CLASS SIZE

1. A substantial increae in salary and no reduction in class size
2. No increase in salary and a substantial reduction in class size
3. A fairly substantial increase in salary and a minor reduction in class size
4. A minor increase in salary and a fairly substantial reduction in class size.

45. In negotiations, considerable pressure is applied on teacher negotiators to place emphasis on certain aspects of the salary schedule. If the situation arose where a choice between the following alternatives has to be made, which would you recommend?

A. 1. Greater emphasis on education achievement
2. Greater emphasis on seniority
3. Greater emphasis on additional steps in the salary schedule

B. 1. Greater emphasis on reducing steps in the salary schedule
2. Greater emphasis on merit
3. Greater emphasis on beginning salary

Choose ONE from either A or B.

A. 1.[ ] 2.[ ] 3.[ ]
B. 1.[ ] 2.[ ] 3.[ ]

If you have any other MAJOR CONCERNS needing resolution at the negotiations table that have not been covered in Items (1-45) please explain. Write below.

JUNEAU EDUCATION ASSOCIATION

THE PROFESSION . . . BE A PART OF IT.

nea ALASKA

THE LEGISLATURE OF THE STATE OF ALASKA
THIRTEENTH LEGISLATURE

FISCAL NOTE

I. REQUEST
Bill/Resolution No. Senate Bill 78
Title "An Act making the Public Employment Relations Act . . ."
Requested by Senate Hess Committee Date 2/3/83

II. FISCAL DETAIL
Agency Affected Labor
Program Category Affected Public Protection
BRU, Program, Or Subprogram(s) Affected Labor Standards and Safety
(Note: If more than one budget component is affected, separate line-item amounts and funding for each component in the analysis section.)

EXPENDITURES (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS,CLAIMS,ETC.						
TOTAL		489.4	506.6	537.0		

FUNDING (Thousands of Dollars)

GENERAL FUND		489.4	506.6	537.0		
FEDERAL FUNDS						
OTHER (Specify Source)						
Operating Budget		489.4	506.6	537.0		
Capital Budget						

POSITIONS

FULL TIME						
PART TIME						
TEMPORARY						

III. ANALYSIS (See Fiscal Note Preparation Instruction, Section III)
The Department will be the Labor Relations Agency for 53 separate school districts involving approximately 6700 certificated and 4600 non-certificated employees.

The following four assumptions have been made.

1. An inflation rate of 6% per annum.
2. Effective date of July 1, 1983.
3. Contracts for 26 school districts will come up for renegotiations each year.
4. Fifty percent of the school districts (equates to approximately 26) will file unfair labor practice charges requiring hearing before the labor relations board. (Average hearing lasts six hours).

THIS FISCAL NOTE IS CURRENTLY BEING REVIEWED BY OMB, OFFICE OF THE GOVERNOR.

IV. DATE 2/1/83 PREPARED BY Robert J. Bacolas, Sr.
AGENCY Labor
Original: Legislative Finance PHONE 465-4870
cc: Budget and Management 33-001:A:7
Prime Sponsor (First Legislator Named)
33-001 (Rev. 12/82)
APPROVED BY
COMMISSIONER

Detail Analysis for Senate Bill 78

Under this bill the Department of Labor will act as the Labor Relations Agency for all school districts and be responsible for investigation of representation petitions, determination of approximate units for collective bargaining purposes, unfair labor practices, monitoring elections, holding representation and unfair labor practices hearings, mediation of strike actions, arbitrations and initiating court action for injunctive relief or other appropriate remedies. Subsequent failure of the parties to resolve their disputes through mediation then requires compulsory arbitation.

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

In addition to the costs associated with the five Wage and Hour Investigators and two clerical support positions are costs to contract for a hearing officer on 26 occasions ($20,700) and court reporting services including transcripts ($11,300), plus printing ($5,000) and legal costs ($12,000). A total of $6,100 has been included in travel for the hearing officer's transportation and per diem (110) trips of 2 days each = $440 + [$85 X 2] 10 = $6,100).

Line item costs are as follows for FY'84:

Personal Services	$267,100
Travel	52,900
Contractual Services	153,400
Commodities	4,500
Equipment	11,500
Total	$489,400

Of these costs, only the equipment costs of $11,500 are one time item.

I. REQUEST

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

II. FISCAL DETAIL

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

EXPENDITURES/REVENUES: (Thousands of Dollars)

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

FUNDING: (Thousands of Dollars)

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

POSITIONS:

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

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

N/A

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Guy E. Stringhan
Phone: 465-4404
Division: Labor Relations
Date: 4-26-83

Approved by Commissioner: Lisa Rudd
Date: 4/26/83
Department: ADMINISTRATION

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

3/8/83

7/0426-08/BDGSF1

SENATE HES — COMMITTEE OBSERVER/WITNESS SIGN-UP SHEET

DATE: 2/21/83 SPONSOR: Kerttula

SUBJECT(S): SB 78 - Pub. Emp. Rel. Act applicable to School District Employees; effect. date

NAME	REPRESENTING	ADDRESS	PHONE	Observer	Witness		
Steve Hole	DOE	Pouch F	2890		X		
Cheri Shelley	APEA		586-2334		X		
Dick Rearden	AASA		852-5311		X		
Art Woodhouse	AASA				X		
BOB GREENE	DASR	JUNEAU	566-1083	X			
Robert C. Mannikus	NEA ALASKA	143 S. Franklin #207	586-3090		X		
JIM Robinson, Com'R	Dept. of LABOR		465-4870				

SENATE HESS COMMITTEE OBSERVER/WITNESS SIGN-UP SHEET

DATE: 3/7/83 SPONSOR: Kerttula Et al.

SUBJECT(S): SB 78 - PERA for school district Employees

NAME	REPRESENTING	ADDRESS	PHONE	Observer	Witness		
Guy Stringham	DOE	7th Floor State Office Bull	465-4403		X		
Bob Greene	AASB	Juneau	586-1043		X		
Sheri Shelley	APEA	Juneau			X		