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SENATE COMMITTEE REPORT

FURTHER

5/1/89

DATE TURNED INTO OFFICE 5/6/89

Mr. President:

Finance Committee considered SB 15

public school employees' collective bargaining agreements; efd

and recommended

- replace with CS SB 15 (FIN) )  same title
- or adopt CS )  new title
- attached amendment(s) and  technical title change (HB only)
- \_\_\_\_\_ letter of intent adopted

do pass

do not pass

no recommendation

individual recommendations

further referral to \_\_\_\_\_

- FISCAL NOTE(S)  zero  fiscal impact  appropriation no FN
- new  updated  previous
- same as previous fiscal note(s) published \_\_\_\_\_

MEMBERS SIGNING DO PASS

OTHER RECOMMENDATIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Andrew Noble*  
*Paul G. ... No Rec*  
*... No Rec*  
*... No Rec*  
*...*  
 Chair signature and recommendation  
*John ...*  
*... No Rec*

Committee Backup attached

R/O SFC 5-6-89

STATE OF ALASKA  
1989 LEGISLATIVE SESSION

BILL VERSION: CSSB 15 (Finance)  
PUBLISH DATE: \_\_\_\_\_

### FISCAL NOTE

REQUEST: \_\_\_\_\_

REVISION DATE: \_\_\_\_\_ AGENCY: All Departments  
TITLE: Permitting public school BRU: \_\_\_\_\_  
employees to engage in strikes.  
SPONSOR: Duncan, Zharoff, et al COMPONENTS: \_\_\_\_\_  
REQUESTOR: \_\_\_\_\_

#### EXPENDITURES/REVENUES: (THOUSANDS OF DOLLARS)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERS. SERVICES	0	0	0	0	0	0
TRAVEL	0	0	0	0	0	0
CONTRACTUAL	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0
EQUIPMENT	0	0	0	0	0	0
LAND/BUILD.	0	0	0	0	0	0
GRANTS/CLAIMS	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	0	0	0
TOTAL	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 FUNDS	0	0	0	0	0	0
FEDERAL FUNDS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
TOTAL	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

#### ANALYSIS:

PREPARED BY:

  
SENATOR RICK UEHLING, CO-CHAIRMAN  
SENATE FINANCE COMMITTEE

DATE: May 6, 1989  
PHONE No.: 465-4821

SFC 5-6-89

Original sponsors: Duncan, Zharoff,  
Kerttula, et al.

1 IN THE SENATE

BY THE FINANCE COMMITTEE

2 CS FOR SENATE BILL NO. 15 (Finance)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act permitting public school employees to engage  
7 in strikes."

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

9 \* Section 1. AS 14.20.580 is amended by adding a new subsection to  
10 read:

11 (d) If the parties do not accept the recommendations of the  
12 advisory arbitrator, the employees may engage in a strike if a majori-  
13 ty of the employees in a collective bargaining unit vote by secret  
14 ballot to do so.

6-0140GF ✓  
Cramer

SFC: 5/6/89  
7:30 pm

JB moves

Adopted

A M E N D M E N T

OFFERED IN THE SENATE

BY BINKLEY

TO: CSSB 15 (<sup>FIX</sup>HESS)

Page 1, line 6, after ":" through page 5, line ~~24~~<sup>10</sup>

Delete all material.

Insert "'An Act permitting public school employees to engage in strikes."

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

\* Section 1. AS 14.20.580 is amended by adding a new subsection to read:

(d) If the parties do not accept the recommendations of the advisory arbitrator, the employees may engage in a strike if a majority of the employees in a collective bargaining unit vote by secret ballot to do so."

6-0140C ✓  
Cramer  
5/6/89

*Duncan*  
SFC: 5/6/89  
7<sup>30</sup> pm

JD ✓  
5/4  
Adopted  
(see amendment)  
JB - Adopted

Original sponsors: Duncan, Zharoff,  
Kerttula, et al.

1 IN THE SENATE

2 CS FOR SENATE BILL NO. 15 ( )

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act including public school employees in the  
7 Public Employment Relations Act as class (a)(3) em-  
8 ployees entitled to a right to strike; and providing  
9 for an effective date."

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

11 \* Section 1. AS 14.16.050(a) is amended to read:

12 (a) The following provisions apply with respect to the operation  
13 and management of the state boarding school as if it were a school  
14 district:

15 (1) requirements relating to school district operations:

16 (A) AS 14.03.030 - 14.03.050 (defining the school  
17 term, day in session, and school holidays);

18 (B) AS 14.03.083 - 14.03.140 (miscellaneous provisions  
19 applicable to school district operations);

20 (C) regulations adopted by the board under authority  
21 of AS 14.07.020(a) that are applicable to school districts and  
22 their schools, unless the board specifically exempts the state  
23 boarding school from compliance with a regulation;

24 (D) AS 14.12.150 (authorizing school districts to  
25 establish and participate in the services of a regional resource  
26 center);

27 (E) AS 14.14.050 (imposing the requirement of an  
28 annual audit);

29 (F) AS 14.14.110 (authorizing cooperation with other

1 school districts);

2 (G) AS 14.14.130 (directing the employment of a chief  
3 school administrator);

4 (H) AS 14.14.140(b) (establishing a prohibition on  
5 employment of a relative of the chief school administrator);

6 (I) AS 14.18 (prohibiting discrimination based on sex  
7 in public education);

8 (2) requirements relating to state financial assistance for  
9 education and the receipt and expenditure of that assistance:

10 (A) AS 14.17.080 (relating to student count esti-  
11 mates);

12 (B) AS 14.17.082 (relating to school operating fund  
13 balances);

14 (C) AS 14.17.160 - 14.17.220 (setting out the proce-  
15 dure for payment of financial assistance, and imposing general  
16 requirements and limits on money paid);

17 (3) requirements relating to teacher employment and retire-  
18 ment:

19 (A) AS 14.14.105 and 14.14.107 (relating to sick  
20 leave);

21 (B) AS 14.20.095 - 14.20.215 (relating to the employ-  
22 ment and tenure of teachers);

23 (C) AS 14.20.220 (relating to the salaries of teachers  
24 employed);

25 (D) AS 14.20.280 - 14.20.350 (relating to sabbatical  
26 leave provisions for teachers);

27 (E) AS 23.40.070 - 23.40.260 [AS 14.20.550 - 14.20.-  
28 610] (authorizing collective bargaining, negotiation, and the  
29 right to strike [MEDIATION] by certificated employees), except

1 with regard to teachers who are administrators and except that  
2 the board may delegate some or all of its responsibilities under  
3 those statutes;

4 (F) AS 14.25 (provisions regarding the teachers' re-  
5 tirement system);

6 (4) requirements relating to students and educational pro-  
7 grams:

8 (A) AS 14.30.180 - 14.30.350 (relating to educational  
9 services for exceptional children);

10 (B) AS 14.30.360 - 14.30.370 (establishing health  
11 education program standards);

12 (C) AS 14.30.400 - 14.30.410 (relating to bilingual  
13 and bicultural education).

14 \* Sec. 2. AS 14.16.070 is amended to read:

15 Sec. 14.16.070. APPLICABILITY OF OTHER LAW. AS 23.40.070 -  
16 23.40.260 (Public Employment Relations Act) apply to the employees of  
17 the state boarding school [WHO ARE NOT SUBJECT TO AS 14.20].

18 \* Sec. 3. AS 23.40.200(c) is amended to read:

19 (c) The class in (a)(2) of this section is composed of public  
20 utility, snow removal, and sanitation [AND PUBLIC SCHOOL AND OTHER  
21 EDUCATIONAL INSTITUTION] employees. Employees in this class may  
22 engage in a strike after mediation, subject to the voting requirement  
23 of (d) of this section, for a limited time. The limit is determined  
24 by the interests of the health, safety or welfare of the public. The  
25 public employer or the labor relations agency may apply to the su-  
26 perior court in the judicial district in which the strike is occurring  
27 for an order enjoining the strike. A strike may not be enjoined  
28 unless it can be shown that it has begun to threaten the health,  
29 safety or welfare of the public. A court, in deciding whether or not

1 to enjoin the strike, shall consider the total equities in the partic-  
2 ular class. "Total equities" includes not only the impact of a strike  
3 on the public but also the extent to which employee organizations and  
4 public employers have met their statutory obligations. If an impasse  
5 or deadlock still exists after the issuance of an injunction, the  
6 parties shall submit to arbitration to be carried out under AS 09.-  
7 43.030.

8 \* Sec. 4. AS 23.40.215 is amended by adding a new subsection to read:

9 (c) Notwithstanding (b) of this section, the monetary terms of  
10 an agreement entered into between a school district or regional educa-  
11 tional attendance area and its employees are not subject to approval  
12 by the legislature.

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

14 (6) "public employee" means any employee of a public em-  
15 ployer, whether or not in the classified service of the public em-  
16 ployer, except elected or appointed officials [OR TEACHERS OR NONCER-  
17 TIFICATED EMPLOYEES OF SCHOOL DISTRICTS];

18 \* Sec. 6. AS 23.40.250(7) is amended to read:

19 (7) "public employer" means the state or a political subdi-  
20 vision of the state, including without limitation, a municipality  
21 [TOWN, CITY, BOROUGH], district, school district, regional educational  
22 attendance area, board of regents, public and quasi-public corpo-  
23 ration, housing authority or other authority established by law, and a  
24 person designated by the public employer to act in its interest in  
25 dealing with public employees;

26 \* Sec. 7. AS 23.40.250 is amended by adding a new paragraph to read:

27 (9) "regional educational attendance area" means an educa-  
28 tional service area in the unorganized borough that may or may not  
29 include a military reservation, and that contains one or more public

1 schools of grade levels K - 12 or any portion of those grade levels  
2 that are to be operated under the management and control of a single  
3 regional school board.

4 \* Sec. 8. Nothing in this Act terminates or modifies a collective  
5 bargaining unit, recognition of exclusive bargaining representative, or  
6 collective bargaining agreement if the unit, recognition, or agreement is  
7 in effect on the effective date of this Act.

8 \* Sec. 9. AS 14.20.550, 14.20.555, 14.20.560, 14.20.570, 14.20.580,  
9 14.20.590, 14.20.600, and 14.20.610 are repealed.

10 \* Sec. 10. This Act takes effect immediately under AS 01.10.070(c).  
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A M E N D M E N T

OFFERED IN THE SENATE

TO: CSSB 15 (HESS)

Page 1, lines 6 - 8:

Delete "relating to continuation of the provisions of certain terms of a teacher's expired contract, nonretention of teachers, and teacher layoffs;"

Insert "requiring that the salary paid to a teacher whose contract has expired be determined by the salary schedule set out in the prior contract based on the teacher's years of experience and education as of the beginning of the prior school year; permitting nonretention of tenured teachers after a determination by a school board that a reduction in staff is necessary because of a decrease in school attendance or a reduction in funds available to the school district; permitting a school district in which an arbitration decision has increased the cost of employee salaries or benefits above the amount proposed by the district to lay off tenured and nontenured certificated employees during the term of the collective bargaining agreement;"

Testimony on CS-SB 15

Hearing in Finance 9:00 AM 5-5-89

Please excuse me for not getting my testimony in sooner. I had assumed that this critical hearing would have been linked to a teleconference. I feel very strong on this issue and feel my testimony will be echoed by many intimidated and beleaguered private sector grass roots level taxpayers.

With the ever shrinking economy, the racketeering element in the unionized sector, are putting increasing pressure on the taxpayer and his shrinking income. The grassroots level taxpayer, who is on the endangered specie list, only has one thin line of defense, that is his elected officials, the school boards, council members etc.. CS-SB 15 would not only weaken our only line of defense, it would virtually remove it. With mandated binding arbitration the taxpayer and his front line defense would be open to unconscionable intimidation and pressure.

Collective bargaining is as American as apple pie. Unionized or not, intimidation and its resultant terrorism is not.

Our legislative system is in place to protect the disadvantaged private sector taxpayer. I implore you, say emphatically NO TO CS-SB 15 OR ANY FORM OF BINDING ARBITRATION. Do not destroy the last vestige of fairness and equity in the collective

bargaining process.

Oh 376 - 7476

Fred Paubert  
P.O. Box 60183 Lake WA 99706

May 5, 1989

Senator Rick Uehling  
Alaska State Legislature  
PO Box V (MS 3100)  
Juneau, Alaska 99811

MAY 5 1989

Greetings!

This letter comes to express my concerns about CS SB #15 (re: binding arbitration for public school teachers). Several half baked arguments have been forwarded in support of this legislation. But none are truly justified. Let's take a look at them:

1. This legislation has been around so long, we need to move on it.

\*Since when does longevity equal merit?! If a bill legalizing child abuse were around for 15 years, would we then just go ahead and legalize that?

\*So what, does that mean legislators should turn into wimps and cave in on the issue?

2. This is needed because negotiations drag on for so long and there is no finality to the process.

\*They certainly do drag on long.....and that is by choice of the union (NEA).

- a. The Union brings in a proposal which asks for the moon, and refuses to settle unless they GET the moon.
- b. It is good strategy to be negotiating in the fall just before school is supposed to start; then you use negotiations as a club against the school board; see it our way or we'll strike! Yes, striking is illegal, but it didn't stop the Anchorage teachers. The Fairbanks crew has repeatedly taken the famous strike vote in the fall just prior to school opening.
- c. Unions love to negotiate while school is in session and on school time, but absolutely refuse to negotiate AT ALL during the summer! Must not be all that important!

\*There is "finality" to the process. The school board has the management right to say "NO" and that is FINAL! And that is the way it should be!

3. This isn't FULL binding Arbitration?

\*Really?! What part of the arbitor's decision can the school board ignore?

\*Just like you can't be part pregnant.....you can't have "part" arbitration! Any arbitration is FULL arbitration!

May 5, 1989

To R. Uehling from C. Carlson  
Re: Binding Arb., SB #15  
Page 2

Obviously these well worn arguments have nothing of substance to substantiate them. Now let's look at the three most legitimate questions to be asked concerning CS SB #15.

1. Is this legislation necessary?      Answer: NO!

\*A study of teacher negotiated agreements from around the state will prove the teachers are NOT being treated "arbitrarily" and "capriciously" as they always complain. Indeed,....they are being treated VERY WELL!

Example: In the Fairbanks NS Borough School District

- 1st year teacher get \$28,369 for NINE months work
- Top teacher pay is \$53, 619 for NINE months work
- Excellent health pakeage, as well as life insurance
- All kinds of leaves: legal; sabbatical; adoptive; new born; military; personal; sick; emergency sick; to hold public office; NEA?Alaska President's; ETC.!!!!

\*And as covered previously there is finality to the negotiations process, and they don't have to drag on if the union didn't want them to.

2. Is this Legislation constitutional?      Answer: NO!

\*This is an obvious case of "taxation without representation"; and, courts in several states have ruled it as such. The person making final decisions on money matters has got to be someone who is accountable to the tax payers and voters in the local communities.

3. Does this legislation benefit the local citizens?      Answer: NO!

\*This bill serves only the very special interest of the employee unions (NEA)! Unions are concerned with wages and working conditions,....not with the welfare of students.

\*Parents and students don't have the organizational structure, the funds or the time to have "Fly Ins" to Juneau. Thus, we depend on our legislators to protect us from these well funded, self interest groups. MAINTAIN LOCAL CONTROL!

PLEASE, be very strong and vote against any legislation that will give binding arbitration to public school teachers! Glenn Hackney, almost singlehandedly kept this wolf from our door for years. Please carry on the battle!

Thanks for your attention!

*Cam*

Cam Carlson (Mrs.)

Cam Carlson 479-2348  
PO Box 80234  
College, Alaska 99708

# Interior Public Employees Coalition

452-2023

2118 Cushman  
Fairbanks, Alaska 99701

May 4, 1989

Senators John Binkley and Rick Uehling, Co-Chairs, and members of the Senate Finance Committee

Dear Senators:

The Interior Public Employees Coalition supports passage of CSSB 15.

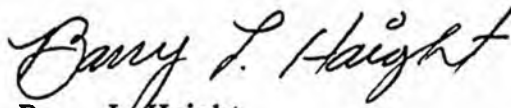
It does not seem fair that such a large group of public employees should be without a method of finality in bargaining. disruption in the workplace is not appropriate in our school systems, particularly since education and the school year is such a timely matter.

The public places a high value on education and it seems logical that the Legislature should protect that value by implementing a process which would avoid strife and disruption.

I have testified at previous hearings on this bill and have listened to those who have opposed SB 15. I must say I have noted a uniformity of misunderstanding of binding arbitration. Many of those who spoke against SB 15 confused the different types of binding arbitration with the different categories of employees recognized under Title 23 (PERA). They further offered what seemed to be "by rote" testimony claiming arbitrators always find in favor of employees. Of course, this simply isn't true.

I respectfully request that this letter be read into the Finance Committee record and ask favorable passage of CSSB 15 from committee.

Sincerely,



Barry L. Haight  
Chairman

5/5/89  
JFC-89  
#54



ALASKA ASSOCIATION OF ELEMENTARY SCHOOL PRINCIPALS  
ALASKA ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS  
ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

• ALASKA COUNCIL OF SCHOOL ADMINISTRATORS •  
326 Fourth St., Suite 402 Juneau, Alaska 99801 586-9702

### POSITION STATEMENT

#### CSSB 15 "BINDING ARBITRATION UNDER PERA"

The ALASKA COUNCIL OF SCHOOL ADMINISTRATORS urges you to vote NO on the passage of CSSB 15 "Binding Arbitration under PERA".

#### Rationale:

1. In addition to verbal testimony the committee received, there have been resolutions opposing the bill passed by city/borough mayor associations, borough assemblies from the largest communities in Alaska, the Alaska Municipal League, all elected public servants just like members of the legislature, all desiring to carry out the responsibilities of their positions.
2. Editorials in major Alaskan newspapers have spoken against this bill.
3. It was demonstrated in the House Finance Committee that they are having difficulty with binding arbitration on the state level by the vote on HB 154 the supplemental bill, not to fund the Labor Relations Agency for a 1987 binding arbitrator's ruling.
4. School boards must be able to carry-out the responsibility they have been given under oath of office.

It is said that the union desires finality, yet, under the current process of collective bargaining, they have been successful in securing a number of benefits in addition to respectable salaries. Here are just a few examples taken from a current negotiated agreement:

1. Association leave
2. Leave of absence
3. Emergency leave
4. Parental leave
5. Temporary military leave

6. Legal leave
7. Professional leave
8. Civic leave
9. Personal leave ( 6 additional days a year for any reason determined by the employee)

In addition to leave benefits, districts pay the cost of state required physical examinations. This has cost the district as much as \$800 per employee.

They have also been successful in securing the work day for teachers at 7.5 hours per day to include break time , time before and after students attend class. This translates to as much as 5 hours a day that is the actual time teachers are required to be with students.

Conclusion: When one really stops to analyse the results of past collective bargaining agreements and also consider the continuing employment rights through tenure, we must conclude that school boards have bargained in good faith and any form of binding arbitration would be adverse to a strong local board's commitment to education and their right and responsibility to carry out the tasks of their office.

Therefore we respectfully request the Senate Finance Committee to vote NO on SB 15 or assign it to a subcommittee for further study.

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 W. 11th St. • Juneau, Alaska 99801-1510 • (907) 586-1083

TO: Senate Finance Committee  
FROM: Carl F.N. Rose, AASB Executive Director  
RE: AASB Legislative Fund Contributions  
DATE: May 5, 1989

Per Senator Duncan's request at the Senate Finance Committee hearing on May 4, 1989, the list below represents the school districts who voluntarily contributed to the AASB Legislative Fund.

Aleutian Region  
Annette Island  
Bering Strait  
Northwest Arctic  
North Slope  
Raibelt  
Sitka  
Yupit



PO BOX 129 BARROW ALASKA 99723  
 PHONE (907) 852-8533 OR 852-8633  
 TELECOPIER (907) 852-5733

CHAIRMAN OF THE BOARD  
 Edward E. Hopson, Sr.

PRESIDENT  
 Jacob Adams

VICE PRESIDENTS  
 Oliver Leavitt  
 Andrew Tooyak, Sr.  
 Roosevelt Panenk

SECRETARY  
 Jessie Kaleak

TREASURER  
 James Stotts

May 1, 1989

Senator Rick Uehling  
 Pouch V  
 Juneau, Alaska 99811

Re: SB 15

Dear Senator Uehling:

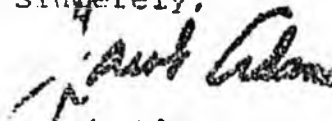
We would like to add our comments for your consideration regarding SB15. This is on behalf of the common constituency between the North Slope Borough School District and the Arctic Slope Regional Corporation. I understand Oliver Leavitt has talked with you directly, urging defeat of SB 15.

ASRC supports the position of the North Slope Borough School District which opposes the passage of SB15. The passage of SB15 would remove from local control a vast majority of the budget for the school districts. Self determination and local control has been a cornerstone of the development of the borough government on the North Slope. Governor Cowper's administration has strongly supported appropriate local government for Alaska, particularly rural areas. SB15 would be a step away from this. Further, such intrusion into local decision making raises a serious question as to the legality of state action in this area; this should be carefully analyzed before action is taken on the bill.

Binding arbitration is also very inflationary because salary and benefits will likely significantly increase. This would force the school boards to cut student instructional programs to cover the cost of these increases, or raise local taxes on businesses such as ASRC. With the artificial tax cap on the North Slope Borough, this is particularly troublesome.

Thank you for your consideration to our comments on this bill.

Sincerely,

  
 Jacob Adams  
 President

5/2/89

Delivered to  
members'  
mailboxes

May 1, 1989

To: Members of the finance Committee

From: *Shirley* Shirley A. McCoy, Vice Pres. Sitka School Board

Reference: SB 15, Binding Arbitration

Senators

Please Consider the following:

1. School board members motives, KIDS. We have nothing to win or loss, personally. This is not true of NEA members.
2. We are elected and speak for our communities. They are our 3rd party review.
3. We work with allocated funds. Our last advisory arbitrator was here 1 day, spend 1 week to look over the information, and give us a bill for \$40,000. Our budget can not support this type of funds being pulled from education.
4. We had almost 300 applicates for 9 openings. Does that sound like teachers aren't being paid well and taken care of?
5. School boards are not opposing teachers, we are opposing NEA trying to use our legislators to interfere with local control of elected officials.

Thank you for your consideration in this matter. I know you will be looking forward to the close of session next week,



5B15  
**Lower  
Kuskokwim  
School  
District**

**Board of Education  
P.O. Box 305 • Bethel, Alaska 99559  
907 543-4800 Ext. 812, 813**

May 4, 1989

**Senator John Binkley, Co-Chair  
Senate Finance  
Juneau, Alaska**

Dear Senator Binkley,

The Lower Kuskokwim School District Board of Education opposes binding arbitration in the negotiation process. I know that you are familiar with the arguments both in favor of and against binding arbitration but would like to address two points.

1) Last evening on national television U. S. Secretary of Education Cavazos spoke to the "national report card" on the nation's schools which was not complementary to the education received by our young people. One of the solutions that Dr. Cavazos suggested was more local control by local boards and parents of the education offered to our children. Certainly, binding arbitration in the negotiating process which places the decisions concerning salaries and conditions of employment in the hands of a "non local" third party, erodes that control.

2) The Lower Kuskokwim School District has the largest number of Alaska Native students who fall into Lau categories A and B in the State. Should an arbitrator award substantial salary increases to certificated staff, the majority of whom do not speak or understand the Yup'ik language, the ability of the school board to determine the number of Yup'ik speaking teacher aides and associate teachers required to provide a quality program to our Yup'ik speaking students would be seriously hampered. As we all are aware, a district's operating budget can only stretch so far.

Thank you for taking the time to read this letter and, on behalf of the LKSD Board, urge you to vote against binding arbitration.

Sincerely,

**Harold Sparok, Secretary  
Lower Kuskokwim School District  
Board of Education**

NORTH SLOPE BOROUGH

OFFICE OF THE MAYOR

P.O. Box 69  
Barrow, Alaska 99723

Phone: 907-852-2611

George N. Ahmaogak, Sr., Mayor



MAY 3 1989

May 1, 1989

Senator Rick Uehling, Co-Chair  
Senate Finance Committee  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling:

I am writing to oppose passage of SB15 which would mandate binding arbitration.

The North Slope Borough School District receives the majority of its funding from our local government, not from State and Federal grants. It is unfair for the State to impose laws on the North Slope Borough School District when its dollar contribution is less than 30% of our total school budget. I feel strongly that we exercise maximum control because the majority of our funding comes from our own local contribution.

Is SB15 in the best interests of our children? What will be the impact of SB15 on our students? I strongly submit that SB15 is not in the best interest of our children and urge you to hold this bill over the interim for continued study.

Respectfully,

*George N. Ahmaogak, Sr.*  
George N. Ahmaogak, Sr.  
Mayor

Judy

Ann McCoy  
7749 Old Harbor Road  
Anchorage, AK 99504

TESTIMONY

April 28, 1989

Senate H.E.S.S. Committee Hearing on SB 15

I would like this testimony made part of the record since I was unable to speak at the hearing.

Mr. Chairman and members of the committee, my name is Ann McCoy. I am a parent and long time school volunteer. I believe in the value of public education. I am here today in response to an advertisement I saw in yesterday's newspaper.

The current system of resolving a labor dispute between teachers and their employer is unfair. The employer has all the power and no incentive to negotiate in good faith. There is no way to encourage the resolution of a conflict. This is not good public policy. I have lived in the state for almost 20 years. In 1979 I was an active volunteer in my local elementary school. If you will recall, that was the year Anchorage School District teachers went out on strike, the strike was declared illegal and teachers were put in jail. There was no reasonable legal way to resolve that dispute. I saw the hard feelings and disruption that occurred because of the strike. The effects lingered for over a year and our children were the ones who suffered because of it and ultimately paid with a decreased quality of education. While a strike is certainly not an activity to be wished for, a legal solution to labor disputes that is equitable to both sides is sorely needed. I believe the current system does not always work in the best interest of children.

Members of the education community have more important issues to address. Too much time, effort, and money have already gone into this effort. School board members should be focusing their energies on important policy issues, such as school improvement. Teachers should be focusing on providing quality education in their classroom. It is past time to address this issue and move on to other things. I have heard that other states have managed to address finality in the bargaining process. We should be able to do it, too.

As I said earlier, I am here today because of an ad I saw yesterday. It is my understanding that the Association of Alaska School Boards is an organization that is mandated in the state law. Its members are the local school boards. The dues they pay to A.A.S.B. come from state and municipal funds. I strongly object to using public money for such a high-powered advertising campaign.

It is time to provide a solution to the inequity teachers have in the bargaining process. If the last best offer arbitration is not acceptable, perhaps you should address another type of arbitration. Whatever you do, we need to put this behind us and get on with the business of providing the best possible education we can for all children. I encourage you to fairly address the issue and move SB 15 out of your committee so that it can be addressed on the Senate floor.



# NEA-ALASKA

MAY 3 1989

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April 3, 1989

TO: Senator Uehling

FROM: Judy Salo *Judy*

RE: CSSB 15

### NEA-ALASKA STRONGLY SUPPORTS AND ENCOURAGES YOUR FAVORABLE ACTION ON LEGISLATION TO IMPROVE THE BARGAINING STATUTE FOR SCHOOL DISTRICT EMPLOYEES.

School districts and school boards around Alaska have mounted an extensive and expensive campaign against S.B. 15. But, the hysteria raised about this bill needs to be carefully analyzed. Much of it has been inspired by distortion of fact. This distortion has been funded by you and I and the other taxpayers of Alaska.

"Local control"/"Right to manage" have been the primary themes. But education is a significant state responsibility and every education statute is in fact a limitation of local control.

Those "limitations" exist to promote the public interest in the state of Alaska with regard to the education of our children. The bargaining statute exists because it is in the public interest that the teachers and school employees in this state be treated fairly and with dignity.

We are before you with this bill because in too many instances the statute is not working. The length of negotiations, the amount of public money going into an inadequate process, and the effect of this process on school district employees are proof that there is a need for change.

NEA-Alaska worked very hard with the Alaska Association of School Boards to reach a compromise on this issue. We made significant movement and addressed several issues that were of concern to them. At several junctures we believed that we had reached a compromise only to have that reversed at the next meeting. Our frustration in dealing with AASB is only a mirror of what our members throughout the state have dealt with at the bargaining table.

Over 6000 members of NEA-Alaska are hoping that this legislature will be the one that will deal with this issue. The people who are working with our most important resource are awaiting your action and are looking to you as our state lawmakers to finally fix this long-time problem.

This is NOT a bill that asks for more money. This is a bill that asks for equity and fair treatment. This is hopefully a bill that will produce shorter negotiation's periods at less expense both in terms of human and financial resources.

Thank you very much for your time and consideration.

JS01/CSSB15/al

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

Since the Senate HESS created a subcommittee, with Senator Jim Duncan, prime sponsor of the binding arbitration bill, as the sole member of the subcommittee, one public subcommittee meeting was held.

Despite nearly daily communications between Senator Duncan, NEA-Alaska and AASB, compromise negotiations have broken down. (See facing article)

## THIS ISSUE . . .

**NEA and AASB  
break off talks  
on collective  
bargaining bill**

**Mat-Su advisory  
arbitration award in  
union favor:  
Union authorizes  
strike vote**

**Class Size: Making It  
Negotiable will  
make it subject to  
binding arb**

## N.E.A. & A.A.S.B. BREAK OFF NEGOTIATIONS OVER BINDING ARB

Despite near daily meetings between the Association of Alaska School Boards, NEA-Alaska and Sen. Duncan, negotiations to compromise over a compulsory binding arbitration bill have broken off for the time being.

On April 17th Sen. Jim Duncan, original sponsor of the binding arb bill, Senate leader Tim Kelly, Bob Manners (NEA), and Carl Rose (AASB) met to discuss the status of CS SB 15 (HESS) subcommittee workdrafts. Carl Rose explained that substantive compromises were not forthcoming, and that each proposal contained language that subverts the intended compromise.

In a letter to the AASB membership, Rose reaffirmed the association position against binding arbitration, and added, "if arbitration is to be imposed, then school boards must have the ability to manage the adverse impact that it will produce. That is the compromise. A school board's right to manage its district is not a negotiable issue."

### A.A.S.B. PROPOSALS

The main issues AASB feels are paramount to any compromise include:

- Extending the acquisition rights of *tenure* from 2 to 5 years;
- Nonretention of tenured staff during revenue declines (*layoff*);
- *Contract expiration*. A contract ends when it expires.

### N.E.A. PROPOSALS

NEA-Alaska and Sen. Duncan's main proposals include:

- ~~Sen. Duncan has publicly stated that he does not believe a compromise can be reached on this issue;~~
- Create an escrow account into which salary schedule movement monies would be held while negotiating. This would create a pot of money available to arbiters when settling disputes;
- Establish a definition of "financial exigency," during which districts would be allowed to layoff tenured staff. Verification of a "financial exigency" would be conducted by Office of Management & Budget. AASB and Sen. Duncan, however, were unable to reach agreement on the definition of a "financial exigency." AASB further argued that school board members should be responsible for determining when a "financial exigency" exists.

( more)

## Binding Arb Bill Put on Hold

(continued from pg.1)

The workdraft also made it clear that all other avenues must be exhausted before a "financial exigency" exists and layoffs can take place.

• The ability to layoff during a "financial exigency" would be based on "program needs" of the district as it relates to "negotiated agreements" or "policy," and based on seniority. AASB argued that under the proposed language "program needs" and policy itself would be arbitrable. Another problematic feature of this proposal, according to AASB, is that it would place district fund balances at an arbiter's disposal. Yet another problem with the NEA-proposed language is that it could make determination of *how* layoffs take place a negotiable item itself, subject to an arbiter's decision.

AASB claims that each NEA-sponsored proposal contains language that nullifies the intent of the compromise. In fact, analysis by AASB legislative counsel found that the subcommittee workdrafts "can be interpreted to restrict existing board rights."

Sen. Paul Fischer, chair of the Sen. HESS Committee has said he will not move the bill until both parties have reached agreement. Rose said AASB continues to look for avenues with which to reach agreement on ways to improve the collective bargaining process for teachers. •

## ADVISORY ARBITRATION AWARD IN UNION FAVOR

### BOARD GIVES RAISE, UNION AUTHORIZES STRIKE VOTE

The latest *advisory* arbitration award handed down to affect school districts gave the teacher union 3 out of 4 key salary items the union requested. The Mat-Su School District proposed a salary freeze for the third year in a row; the teacher union asked for 4 step increases over two years. The arbiter awarded the union 1 salary step increase for the first year, and 2 salary step increases for the second year.

The Mat-Su School Board, in an April 17th meeting, decided to grant the union the 1-step increase for the first year, and to reopen negotiations for the second year. The board accepted all non-salary arbitrated items, but was unwilling to make a 2-year commitment until more is known about current funding from Juneau. Under current school laws a school board is not bound by *advisory* binding arbitration decisions unless they choose to be.

Teachers have been picketing the administration building, according to Superintendent Bruce DeMond. The *Frontiersman* reported the local teacher union authorized a strike vote by 281-59 if the union and administration are unable to come to an agreement, in spite of the fact that teacher strikes are illegal under current Alaska law. Negotiations are scheduled to resume April 21.

## CLASS SIZE AND BINDING ARBITRATION

NEA has caused legislation to be introduced to make class size a negotiable item. Success in this one area would truly be a coup for proponents of binding arbitration. Once an item is negotiated in a contract it is arbitrable. Arbitrations that deal with disagreements in interpreting existing contracts are called "grievance arbitrations" which are compulsory and binding, according to present school laws.

AASB has called class size bills "budget busters" which could end up determining staffing levels, clearly policy issues.

For another perspective on NEA's smaller class size

campaign here is an excerpt from *The New American*, "Small Sizes for a Fatter Union," October 10, 1988:

"The average class size in the mid-60's--the apogee of achievement test scores at all levels of schooling...was about 29 pupils per class at the elementary level and 27 at the secondary...As test scores bottomed and even rebounded somewhat, class size has kept getting even smaller. So we have a class size paradox: The average class size was larger when test scores were highest than it was when test scores were lowest."

"Indeed...the NEA's smaller class size campaign is really not about improving student achievement; it is about increasing the teacher pool, which will mean more members in its union ranks, more money in its coffers, and more political clout. With 1.9 million members, the NEA has surpassed the Teamsters to become the nation's largest union."

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

Senate HESS Committee has decided to publicly hear CS SB 15 (HESS) and has indicated it may pass the bill out of committee.

Sen. HESS Committee will hear the binding arbitration bill on Friday, April 28th. If passed out of committee the bill will be heard next in Senate Finance.

## THIS ISSUE . . .

**Fairbanks editorial calls binding arb "bad idea"**

**Rural Mayors say binding arb "erodes government"**

**Binding Arb bill may be forced out of Sen. HESS**

**Legislature cuts funding for P.S.E.A. arbitration award**

**A Response to Legislator on binding arb**

## **BINDING ARB BILL TO BE HEARD: MAY BE FORCED OUT OF COMMITTEE**

Despite failed attempts by the Sen. HESS Subcommittee to reach agreement between AASB and NEA regarding binding arbitration, Sen. HESS Chairman Paul Fischer will bring CS SB 15 (HESS) before the committee one last time before session ends. A public hearing on binding arbitration is scheduled for Friday, April 28, 1989. In an attempt to assure passage of this legislation, Senate majority members are being pressured to pass this bill out of committee. The Association of Alaska School Boards is hopeful that the Senate will not pass legislation that will usurp local representative government.

## **HOUSE FINANCE CUTS FUNDING FOR P.S.E.A. ARBITRATION AWARD**

The House Finance Committee nixed funding for an arbitration award that called for a substantial increase in salaries for P.S.E.A. members. Rep. Swackhammer said it was not in keeping with present consideration to cut funding by 2% to 6%. Presently school boards are given the same kind of authority to decide whether to accept an advisory arbitration award when determining what is in the best interests of school districts.

## **MAYOR'S CONFERENCE RESOLUTION SAYS BINDING ARB WILL ERODE REPRESENTATIVE GOVERNMENT**

In a resolution unanimously passed February 10th, 1989 the North & Northwest Mayor's Conference came out against passage of a binding arbitration bill. "[I]t is the elected school boards' responsibility to determine the expenditure and allocation of public funds received for education and to establish educational policy . . . giving such authority and power to an arbitrator erodes representative government, takes final decision-making on essential budget and management decisions away from elected public officials, places such decisions in the hands of a person who is not accountable to local voters, and therefore removes political responsibility from such decision-making," reads the resolution.

( more)

## Rep. LARSON COMMENTS AT ADMINISTRATOR FLY-IN: A RESPONSE

Dear Representative Larson:

"[I] attended the recent Fly-In of the Alaska Association of School Administrators. . . In your talk you made two comparisons with state level issues that were apparently intended to be somewhat analogous to binding interest arbitration at a school district level.

### [NEUTRAL RECOMMENDATIONS]

. . . First you mentioned the recent McDowell study of area cost differentials funded by the Legislature for the purpose of acquiring objective, third party recommendations outside the political arena. However . . . the legislature did not, and could not, bind itself in advance to the implementation of the McDowell recommendations. . . their recommendations were intended to produce consideration by the Legislature in the context of other factors which you and your fellow legislators must wrestle in determining what, in your judgement, is in the best interests of the State. . .

An analogous situation already exists relative to school district collective bargaining on two levels. If the parties cannot agree a neutral third party mediator tries to assist them in reaching a mutually acceptable settlement. If that fails, an advisory arbitrator reviews the issues and makes recommendations for an agreement. The school board, as locally elected public officials, then reviews those recommendations in the context of the other variables affecting the operation of the district and makes a decision as to what, in their judgement, is in the best interests of the district.

Compulsory binding interest arbitration is vastly different, however, because the arbitrator does not recommend. Instead, he or she establishes public policy and determines the expenditure of public funds.

### [LAYOFFS & FUNDING]

The other comparison you drew dealt with how the Legislature might handle the request for a supplemental appropriation to cover increases in bargained insurance benefits for state employees. You indicated that the Legislature may not fund the increases, thus necessitating massive layoffs. This in turn may force the parties to the bargaining table to negotiate some form of insurance cost containment.

Such a situation is not analogous to similar circumstances in a school district. A school board could not refuse to appropriate funds to pay for a negotiated item, as this would be a contract violation subject to mandatory binding grievance arbitration which the district would inevitably lose. The district does not have the same latitude as the state to lay off employees because the Legislature has already tied the hands of districts relative to layoff of certificated employees."

Respectfully,  
B.A. Weinberg

## DAILY NEWS-MINER EDITORIAL AGAINST BINDING ARB "Powerful Weapon"

"Teachers have a good chance this year of getting something they've been trying to get for years: binding arbitration in contract talks and the right to strike.

### [BAD IDEA]

For citizens who are not teachers, the bill in the Legislature remains as bad an idea as it ever was. The difference is that this year there doesn't appear to be a committee chairman who is prepared to take the heat from teachers' lobbyists and kill it. If it gets to the floor, most legislative observers expect it to pass.

Binding arbitration, as the issue is called, would greatly improve the teachers' hand in contract talks. The threat of a strike would be an effective weapon in extracting concessions at the bargaining table.

### [UNFAIR TREATMENT??]

As the situation stands, teachers cannot strike. Theoretically, at least, school districts can impose a contract on teachers and force them to work under it. This might seem unfair to teachers, but even the strongest supporter of binding arbitration must admit that, at least in the Fairbanks North Star Borough, contracts negotiated under the present system have been very good to teachers. The school administration, the school board and the borough assembly are not going to force teachers to work under a contract they find unacceptable.

Binding arbitration takes the decision out of local hands. If teachers struck, municipal leaders would be bombarded with demands to open the schools. It is likely they would turn to the courts for help. The bill provides that when a community seeks an injunction, the contract will be submitted to a state-appointed arbiter, whose decision in the matter will be binding to both parties.

### [REMAIN LOCAL]

Communities, which pay a major part of school expenses, should not be forced to accept decisions made by an outside arbiter. Negotiations with local teachers should remain in local hands.

We hope that a legislator will come forward with the strength to prevent the bill from passing. But if this is the year that the Legislature passes a binding arbitration bill for teachers, we urge that it include a provision to allow communities to vote on whether it should apply."

*Fairbanks Daily News-Miner, editorial, Fairbanks, Alaska  
April 23, 1989.*

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

Senate HESS Committee has decided to publicly hear CS SB 15 (HESS) and has indicated it may pass the bill out of committee.

Sen. HESS Committee will hear the binding arbitration bill on Friday, April 28th. Anticipating swift passage in the Senate, the House has already calendared a hearing for SB 15 next Wednesday in House HESS.

## THIS ISSUE . . .

**Union admits "no need for binding arb," says arbiter:**

**Arbiter rules against binding arbitration**

**A.A.S.B. fund questioned**

**North Slope requests Legal review of binding arb**

**Reject binding arb, says Letter to Editor**

**Lessons from the Mat-Su advisory arbitration**

## **MAT-SU TEACHER UNION ADMITS "NO NEED FOR BINDING ARB," SAYS ARBITRATOR**

### **ARBITRATOR RULES AGAINST USE OF BINDING ARB**

In the written report--April 3, 1989--regarding advisory interest arbitration between the Mat-Su Education Association and the Mat-Su School Board, arbiter Tim Bornstein bluntly denied the teacher union's proposal to institute binding interest arbitration for the settlement of disputes over new contract terms:

"While the District's objections to this proposal appear to be well taken on both practical and legal grounds, for me the [Mat-Su Ed.] Association's candid acknowledgment at the hearing that it has experienced no need for binding interest arbitration in this district is itself compelling reason for denying the Association's proposal."

Bornstein went on to say that, "Binding interest arbitration effectively puts the final decision over the terms of a new contract in the hands of a third party."

Bornstein ended the discussion on binding arbitration with this: "Given the lack of need for such [a] clause in this school district, the lack of precedent for such [a] clause in Alaska, and the serious cloud over its legality under Alaska law, I recommend against this proposal."

After days of teachers picketing the administrative building, the school board last night decided to implement the complete pay increases the arbiter had advised.

( more)

## **ANCHORAGE DAILY NEWS LETTER: REJECT BINDING ARB SAYS KENAI BOARDMEMBER**

"Two years ago, during the negotiations then taking place, our taxpayers on the Kenai Peninsula were vocal and assertive in their goals concerning school staff wages. I find it hard to believe that these same folks will approve the notion of binding arbitration that will remove control from the locally elected school board and give that control to a disinterested outside third party. That is what we face with CS SB 15. And monetary issues are not all that would be addressed; even school policy could go to an arbiter."

*Mildred M. Martin, President  
Kenai Peninsula Borough School Board  
April 23, 1989 Letter to the Editor,  
Anchorage Daily News*

## **OTHER LESSONS FROM THE MAT-SU ADVISORY ARB REPORT . . .**

School districts should beware to incorporate ground rules that limit what an arbiter may rule on. Language should be included to limit the arbitration of items to those actually on the table when the district and union go into mediation or arbitration.

In spite of the Mat-Su District informing the arbiter that binding arbitration was not a negotiable issue, and therefore not arbitrable, the arbiter decided to entertain arguments on the clause and to decide on the issue anyway.

Mat-Su's district representatives entered the arbitration hearing with the understanding that the binding arbitration clause had been tabled as an issue, and were not prepared to discuss the item. But at the hearing a new NEA representative showed up and placed it on the table once again.

AASB has previously voiced concern that arbitrators sometimes have the tendency to exceed their authority.

## **NORTH SLOPE REQUESTS LEGAL REVIEW**

The North Slope School Board has requested a legal review of binding arbitration as it pertains to the "constitutionality question. A letter sent to legislators states, "The Supreme Courts in five other states have already held compulsory binding arbitration laws as unconstitutional. We would appreciate a legal review of this bill and request that all school boards throughout Alaska be given a copy of your study."

## **BRISTOL BAY ASSEMBLY PASSES RESOLUTION AGAINST BINDING ARB**

The Bristol Bay Borough assembly passed a resolution on April 24th, 1989 saying that binding arb is counter to the principles of a representative form of government . . . and that "fair and impartial treatment of the binding arb bill is in jeopardy due to political pressures brought to bear by the teacher unions of the state."

## **A.A.S.B. FUND COMES UNDER SCRUTINY**

AASB's efforts to educate the public on educational issues have come under question. Recently AASB sank nearly \$6,000 into statewide "THANK A TEACHER" television spots to garner support for teachers and education in general. Most recently AASB spent \$2,700 on half page advertisements in newspapers to educate the public about the effects of binding arbitration on their communities.

Certain legislators are specifically questioning the newly formed AASB Legislative Network Fund, which--in a letter dated April 21 to school board presidents--states: "The purpose of this one-time contribution fund is to . . . educate and garner the public's support and media attention. . . If you are unable to afford the monetary contribution, your individual efforts to assist the AASB lobby effort are appreciated."

**Why are funds for this being questioned when funds for the Thank-A-Teacher campaign were not???**

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

On March 22 Senate C&RA Committee moved a CS for SB 15 into the Senate HESS Committee. Senator Paul Fischer, Chairman, Senate HESS, developed a CS by merging three other bills into the CS SB 15 (HESS): Tenure, nonretention of teachers during revenue declines, and continuation of teachers' salaries during collective bargaining, then created a subcommittee to address the issues.

**Nonretention:** nonretention of teachers would include two new causes 1) a necessary reduction of staff as determined by the school board, and 2) a reduction of funds available to the school district. Provisions apply only to teachers hired on or after the effective date.

**Tenure:** Senate HESS changed tenure from a two-year period to a five-year period for acquisition of tenure rights.

**Continuing contracts:** When a master contract is no longer in effect and when a new one has not been adopted an employer would not be required to provide any salary increases for experience or education earned since the expiration of the contract. Provisions apply to teachers first hired on or after the effective date.

Senate HESS created a subcommittee, with Senator Jim Duncan, prime sponsor of the binding arbitration bill, as the sole member of the subcommittee. No subcommittee meetings have been scheduled at this time.

## THIS ISSUE . . .

Anchorage Chamber of Commerce

Matanuska-Susitna school board

State report calls binding arb expensive

P.T.A. steers clear of binding arb

## P.T.A. STEERS CLEAR OF BINDING ARB BILL

The Alaska Parent Teachers Association (PTA) passed a half-dozen resolutions on bills affecting education at their annual Convention held last week in Anchorage, but binding arbitration was not among them. Citing the divisive effect that taking a stand on this controversial issue would have on its membership, the PTA did not take an official position either way. PTA officers noted that school board members and teachers make up a small portion of the PTA membership [total 17,000], and that the rest of the membership, mostly parents, is not steeped in the issues.

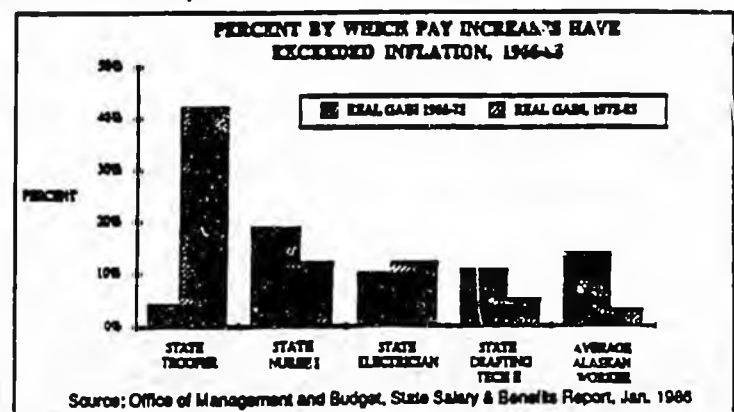
## ANCHORAGE BUSINESS LEADERS: JUST SAY NO TO BINDING ARB

The Anchorage Chamber of Commerce voiced their opposition to binding arbitration in a recent public hearing [March 16, 1989]. Duane Heyman, president of the Anchorage Chamber of Commerce, said his organization has over 1,200 members in the business community representing over 38,000 employees. Heyman said that erosion of management rights was not in the best interests of the State of Alaska.

## STATE REPORTS CALL BINDING ARB EXPENSIVE, CITE 'CHILLING EFFECT'

EXCERPT FROM OFFICE OF MANAGEMENT AND BUDGET, STATE SALARY & BENEFITS REPORT, JANUARY 1988.

"There are some instances where collective bargaining, as implemented, did play a major role in raising salaries. The 1972 statute [PERA] provided for "interest arbitration" for those essential employees who were prohibited from striking. Where this has been implemented, it appears to have led to rapid increases in pay." (continued on back)

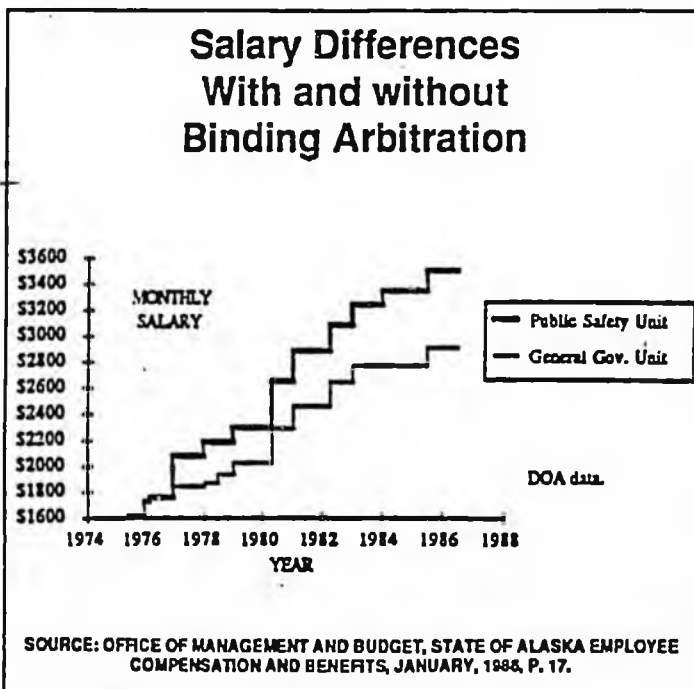


## STATE REPORTS continued

EXCERPTS FROM THE SENATE ADVISORY COUNCIL, REPORT RR#89-100005, JANUARY, 1989, P.3-4

"The only bargaining unit to consistently use interest arbitration has been the law enforcement unit. The salary schedule for this unit has been increased over the majority of State employees as a direct result of interest arbitration."

"It is the State's opinion that a compulsory interest arbitration has a 'chilling' effect on the bargaining process. It has also been the State's experience that a union does not seriously pursue a mutual agreement when it believes it has a chance to secure more of its demands from an arbitrator than from the employer. For example, the State and PSEA reached tentative agreement on a new contract in 1987. The membership rejected the agreement. Subsequently, the union had twenty-three (23) changes for a better deal from the arbitrator."



**A NOTE ON OVERTIME:** While overtime may account for some of the increase in salaries, it should be noted that the issue is itself an arbitrable item within public safety unit negotiations, and subject to increase due to arbitrations. The base salary for the public safety unit--with binding arbitration--is 45% higher than the general government unit.

## MAT-SU: BINDING ARB WILL ULTIMATELY RESULT IN LOSS OF CHILDREN'S PROGRAMS

"Dear Senator Fischer:

It is my understanding that SB 15 [binding arbitration] has been passed out of the C&RA Committee and is now in your committee. As President of the Matanuska-Susitna School Board, I must tell you that I am very much concerned about this bill.

I fear that passage of this bill will not only result in the loss of our present ability to resolve our negotiation with employees of our school districts locally but will ultimately result in losses of programs needed by our children. It seems like a great paradox to me that the legislature would consider passing such a bill at a time when we are looking at deficits and losses of revenue. This bill will cost the state money.

I am also concerned that passing such a bill will make school boards impotent in their dealings with employees. If employees are assured of binding arbitration as a way of resolving their labor disputes, what incentive is there for them to enter into good faith bargaining with their school board?

We have within our present policies, opportunities to resolve at the local level our negotiations to the satisfaction of all parties. What we do in our negotiations reflects not only our understanding of the contributions our employees make and fair compensation for their work but also reflects the communities in which we live. SB 15 is not legislation that this state needs.

Sincerely,  
Kenneth P. Fallon, Jr., President  
MATANUSKA-SUSITNA SCHOOL BOARD

# Binding AR *File*

Viewpoints on Binding Arbitration by Locally Electe

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ed Citizens

## COMMITTEE ACTION

Since the Senate HESS created a subcommittee, with Senator Jim Duncan, prime sponsor of the binding arbitration bill, as the sole member of the subcommittee, one public subcommittee meeting has been held. However, nearly daily communications between Senator Duncan, NEA-Alaska and AASB continue.

A public work session, scheduled for Friday, April 14, was cancelled. Sen. Duncan continues to hold nearly daily sessions on the bill in his office.

## THIS ISSUE . . .

**Railbelt cities form coalition against "BA"**

**Ketchikan Chamber of Commerce calls binding arb undemocratic**

**Sitka Schools congratulate Sen. Paul Fischer**

**So you say an Arbiter won't determine policy?**

**St. Mary's: Binding arb a step backward for Native people**

**Letters from school boards**

- Mat-Su
- Railbelt
- Fairbanks
- Copper River
- Annette Islands

## RAILBELT COMMUNITIES PRESENT RESOLUTION TO LEGISLATURE

Government city/borough assembly members from Anchorage, Fairbanks, Kenai, and Mat-Su sent a message to the Legislature on April 12th in the form of a joint resolution signed by assembly members stating that the "Railbelt coalition strongly opposes compulsory binding arbitration." The Railbelt coalition resolution was presented in person by Heather Flynn, Municipality of Anchorage. The resolution was approved on April 8, 1989.

## KETCHIKAN CHAMBER OF COMMERCE CALLS BINDING ARB UNDEMOCRATIC, UNCONSTITUTIONAL

Dear Sen. Paul Fischer and Sen. HESS Committee Members:

"[B]inding arbitration is not an acceptable concept in our representative form of government. Binding arbitration is incompatible with our democratic system and is an unconstitutional delegation of school boards authority to a third party who is not responsible or accountable to the public."

Respectfully,  
Ms. L.J. Bartholomew, President  
Greater Ketchikan Chamber of Commerce

## SITKA BOARD CONGRATULATES SEN. FISCHER

The Sitka School District passed a resolution on April 4, 1989 supporting and congratulating Senator Paul Fischer. It reads in part: "Sen. Paul Fischer, counter to what is politically expedient and resulting in great political duress, has taken a position in support of a fair, equal discussion and consideration of this binding arbitration bill. The Sitka School Board supports Sen. Fischer for his courage and sense of fairness on this issue and thanks the Senator for his stance in opposition to both binding arbitration and those who would compromise the common good for the sake of this special interest legislation."

( more)

## **BINDING ARB: A STEP BACKWARD FOR NATIVES**

Dear Senator Sturgulewski:

"The matter of binding arbitration is a deep concern to the St. Mary's City School District. The people of St. Mary's formed their community for the sole purpose of educating their children at the Mission School in the early days. Flora Paukan, our school board president, has been on the board for over 20 years, and [our] board is one of the most stable in all of Alaska."

"That is why binding arbitration would be a step backwards for the community of St. Mary's, whose entire history has been centered around the empowerment of the Native people through a history of excellent education. [Binding arbitration] would not only give the message that people cannot be responsible for their own schools and governments, but would also alienate the Native people who have made years of progress. Binding arbitration is the antithesis of empowerment of a people who have struggled for self determination through education. Binding arbitration would truly be an insulting and degrading step for the people of rural Alaska."

Sincerely,

Sister Ann J. Pratt, board member  
St. Mary's City School District

## **SO YOU SAY AN ARBITER WON'T DETERMINE POLICY?**

**Ohio Arbiter Determines Staffing Practices**

An arbiter banned a school board from assigning work out of the bargaining unit to reduce costs. The arbiter took the position that a financial crisis "was not sufficient reason for making such a change." The arbiter also found that the school board's initial decision to fill the position with a certificated teacher from the time it was created was determinative. The arbiter, Nels Nelson, is a member of the Federal Mediation & Conciliation Service, a free federal government service that selects and assigns arbitrators. The American Arbitrators Association--written into CS SB 15 (HESS)-- and the FMCS share most of the same arbiters. The AAA charges for their services, but also administers the arbitration process itself.

## **EXCERPTS OF LETTERS FROM SCHOOL BOARDS**

Dear Sen. Fischer:

"I fear that passage of [binding arbitration] will not only result in the loss of our present ability to resolve our negotiation with employees ...but will ultimately result in loses of programs needed by our children."--Ken Fallon, President, Mat-Su

Dear Sen. Fischer:

"It is our belief that [binding arbitration] would be fundamentally bad public policy, not only in matters of predicted inflated costs both in terms of human and fiscal resources, but primarily in the loss of public control over education."--James Paul, Superintendent, Railbelt School District

Dear Sen. Fahrenkamp:

"In a time of shrinking revenues ... it would be [imprudent] to remove from local school boards the ability to control personnel costs, which amount to approximately 80 percent of a school district's budget. That is why the Fairbanks School Board has gone on record ...opposing binding arbitration."--Rick Cross, Superintendent, Fairbanks

Dear Rep. Wallis:

"Thank you for introducing HB 199. HB 199 [clarifying when contracts expire] would save school districts money and give an incentive to teachers to bargain in good faith. Too many times bargaining groups drag the negotiations process on, costing school districts a good deal of money. [The union] argues that they have a *continuing contract* ... until they agree to something new."--Billy Williams, President, Copper River School District

Dear Sen. Adams:

"As an elected official yourself I'm sure you understand the need to be responsive to the local needs of your constituents. Binding arbitration will remove this authority from local school boards and create financial crises in our educational agencies."--Janis Johnson, Board Member, Valdez

Dear Rep. Foster:

"Who loses [with binding arbitration]? Our children... whose education we are to provide."  
--Rachael Askren, Metlakatla Council member, AISD

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

Since the Senate HESS created a subcommittee, with Senator Jim Duncan, prime sponsor of the binding arbitration bill, as the sole member of the subcommittee, no public subcommittee meetings have been held. There has, however, been nearly daily communications between Senator Duncan, NEA-Alaska and AASB.

While negotiations have been occurring at breakneck speed, a compromise has yet to be reached. Senator Duncan and NEA-Alaska have accused AASB of stalling. AASB claims that substantive compromises aren't forthcoming.

At a April 10, 1989 Sen. HESS Committee meeting Senator Duncan gave an update of progress on the bill. Testimony was also heard by AFT's Nick Begich.

A public work session has been scheduled for Friday, April 14.

## THIS ISSUE . . .

**Governor introduces package arb for state employee groups**

**Alaska woman's club fears "taxation without representation"**

**A.F.T. wants in on binding arb negotiations**

**Fairbanks Daily News Miner "Guest Opinion"**

**Administrators lobby against binding arb**

## GOVERNOR COWPER INTRODUCES PACKAGE BINDING ARB BILL FOR P.E.R.A. EMPLOYEE GROUPS

Governor Steve Cowper has introduced legislation on the Senate side requiring last-best-offer package compulsory binding arbitration legislation for other state employee groups under P.E.R.A., similar to the last-best-offer package binding arbitration legislation presently being considered for Alaska teachers in CS (HESS) SB 15, sponsored originally by Juneau's Senator Duncan. David Ramseur, from the Governor's Office, said one of the reasons Governor Cowper has decided not to run for reelection was to pursue controversial legislation that he feels is in the best interest of Alaska. The newly proposed legislation would also make it clear that contracts end when they expire.

## A.F.T. UNION WANTS IN ON BINDING ARB NEGOTIATIONS

At the April 10 subcommittee report to Senate HESS Committee, teleconference testimony was taken from the American Federation of Teachers Alaska Chapter's Nick Begich, in which he publicly stated his union's support of last-best-offer package compulsory binding arbitration and placement of teachers in Class 2 of PERA (Public Employee Relations Act). This position is the same taken by the Senate HESS Committee. Begich said that his organization would like to be involved in the shaping of this legislation, as he represents 600 Alaska educators.

## ALASKA WOMAN'S CLUB FEARS "TAXATION WITHOUT REPRESENTATION"

Reaffirming a position taken two years ago, the Anchorage Woman's Club, a committee of the G.F.W.C. Anchorage Woman's Club F.R.E.E.-- Federation's Role in our Enterprise Economy--recently sent letters to Alaska legislators opposing binding arbitration.

( more)

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## COMMITTEE ACTION

After four hearings, a bill providing last-best offer package binding arbitration was passed from Senate Community & Regional Affairs (C&RA) Wednesday, March 22. SB 15, by Senator Duncan, provides last-best-offer binding arbitration by moving school employees to PERA, and places both certificated and non-certificated employees in Class #2, which provides the right-to-strike, followed by compulsory binding arbitration once the strike is enjoined by a court. Senate C&RA met Tuesday, March 21 to consider three amendments to SB 15, and to hear testimony from a number of school board members who were in town. Testimony, representing board members throughout the state, opposed binding arbitration and asked lawmakers to reconsider putting teachers in PERA as Class #3 employees.

Three amendments brought before the committee were presented by Chairman Adams. Amendment #1, clarified that the last-best-offer package arbitration applied only to teachers in local school districts. Amendment #2 allows an arbitrator to take more or less than ten days to make his decision if mutually agreed upon by the parties. Amendment #3 allowed the arbitrator to propose compromises to points in dispute and would allow each party to revise their final offer before final submission to the arbitrator. Senator Frank asked for more time to consider the amendments. An additional C&RA meeting was scheduled for Wednesday, March 22, in which Amendment #3 was changed to strengthen the last-best-offer aspect of the bill by clearly stating that the last offer cannot be revised or compromised by changes to the title and the addition of other clarifying language. The Amendments were adopted. SB 15 moved from the Senate C&RA with individual recommendations and will be heard next in Senate HESS.

## THIS ISSUE . . .

**Alaska Municipal League's  
Scott Burgess**

**Sitka school board  
speaks out**

**Juneau Empire questions  
need for SB 15**

**State Board of Ed  
Rescinds Stand on "ARB"**

Dear Legislator:

MAR 31 1989

Binding Arbitration has been a top priority for the NEA-Alaska organization for quite some time now. It has been urged upon legislators for reasons ranging from "fairness" and "finality," to its alleged "public support." All during this while there has been a good deal of misinformation and half-truths thrust upon Alaska's elected officials. This publication is intended to debunk some of the myths about binding arbitration and its alleged support.

We urge you to read on, and to listen to the public's voice through the eyes of Alaska's grassroots, locally elected officials and other concerned citizens active in our communities across Alaska. Nearly all of Alaska's locally elected public officials are against binding arbitration. We believe you should be too.

As you read excerpts from the debate on "binding arb" you will notice one common thread--the importance of the people's right to influence local decisions. When an arbitrator makes a decision that affects a whole community or group of communities, the people do not have a way to influence that arbitrator's decision. In Alaska, an arbitrator is not bound by any written or unwritten rule to consider the public's interest.

Yes, 16 states have elected to give teachers binding arbitration, but less than 10 states provide for compulsory binding arbitration (versus voluntary). More importantly, we believe, over 40 states have NOT! And for good reasons. It takes the "public" out of public education, it's inflationary, it's ruining collective bargaining as we know it, and it's possibly an unconstitutional delegation of power. (This is being tested in Connecticut State Supreme Court right now!)

State government's own experience with binding arbitration demonstrates the "chilling effect" it has had on negotiations and its inflationary nature. (See Senate Advisory Report #89-100005)

In past years the debate about binding arbitration was conducted behind committee doors. This year, due to the interest shown by the 16th Legislature, we are bringing our case directly to you. This endless debate can irritate one easily. The issues are complex and many. However, we ask for your patience--the impact of this legislation is substantial.



# NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

MAY 3 1989

## Judy Salo, President

Mary Lou Brent  
Vice-President  
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Fairbanks, Alaska 99708

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NEA Director  
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Fairbanks, Alaska 99708

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Carolyn Tolson  
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Roxy McDonagh  
Region R Director  
402 E. 23rd Avenue  
Anchorage, Alaska 99503

## ANCHORAGE REGIONAL OFFICE

1411 W. 33RD AVENUE  
ANCHORAGE, ALASKA 99503  
(907) 274-0536

## JUNEAU OFFICE

105 MUNICIPAL WAY, SUITE 302  
JUNEAU, ALASKA 99801  
(907) 586-3090

## FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET  
FAIRBANKS, ALASKA 99701  
(907) 456-4435

April 3, 1989

TO: Senator Uehling

FROM: Judy Salo *Judy*

RE: CSSB 15

**NEA-ALASKA STRONGLY SUPPORTS AND ENCOURAGES YOUR FAVORABLE ACTION ON LEGISLATION TO IMPROVE THE BARGAINING STATUTE FOR SCHOOL DISTRICT EMPLOYEES.**

School districts and school boards around Alaska have mounted an extensive and expensive campaign against S.B. 15. But, the hysteria raised about this bill needs to be carefully analyzed. Much of it has been inspired by distortion of fact. This distortion has been funded by you and I and the other taxpayers of Alaska.

"Local control"/"Right to manage" have been the primary themes. But education is a significant state responsibility and every education statute is in fact a limitation of local control.

Those "limitations" exist to promote the public interest in the state of Alaska with regard to the education of our children. The bargaining statute exists because it is in the public interest that the teachers and school employees in this state be treated fairly and with dignity.

We are before you with this bill because in too many instances the statute is not working. The length of negotiations, the amount of public money going into an inadequate process, and the effect of this process on school district employees are proof that there is a need for change.

NEA-Alaska worked very hard with the Alaska Association of School Boards to reach a compromise on this issue. We made significant movement and addressed several issues that were of concern to them. At several junctures we believed that we had reached a compromise only to have that reversed at the next meeting. Our frustration in dealing with AASB is only a mirror of what our members throughout the state have dealt with at the bargaining table.

Over 6000 members of NEA-Alaska are hoping that this legislature will be the one that will deal with this issue. The people who are working with our most important resource are awaiting your action and are looking to you as our state lawmakers to finally fix this long-time problem.

This is NOT a bill that asks for more money. This is a bill that asks for equity and fair treatment. This is hopefully a bill that will produce shorter negotiation's periods at less expense both in terms of human and financial resources.

Thank you very much for your time and consideration.

JS01/CSSB15/dl

# NORTH SLOPE BOROUGH

OFFICE OF THE MAYOR

P.O. Box 69  
Barrow, Alaska 99723

Phone: 907-852-2611

George N. Ahmaogak, Sr., Mayor



MAY 3 1989

May 1, 1989

Senator Rick Uehling, Co-Chair  
Senate Finance Committee  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

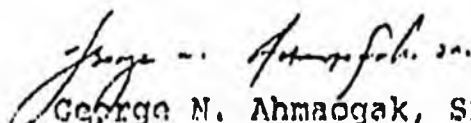
Dear Senator Uehling:

I am writing to oppose passage of SB15 which would mandate binding arbitration.

The North Slope Borough School District receives the majority of its funding from our local government, not from State and Federal grants. It is unfair for the State to impose laws on the North Slope Borough School District when its dollar contribution is less than 30% of our total school budget. I feel strongly that we exercise maximum control because the majority of our funding comes from our own local contribution.

Is SB15 in the best interests of our children? What will be the impact of SB15 on our students? I strongly submit that SB15 is not in the best interest of our children and urge you to hold this bill over the interim for continued study.

Respectfully,

  
George N. Ahmaogak, Sr.  
Mayor

# COUNCIL ANNETTE ISLANDS RESERVE

HARRIS L. ATKINSON, MAYOR  
ROSEBELLE G. NELSON, SECRETARY  
BONNIE G. SCUDERO, TREASURER

ESTABLISHED 1887

METLAKATLA INDIAN COMMUNITY  
P.O. BOX 8  
METLAKATLA, ALASKA 99926

April 26, 1989

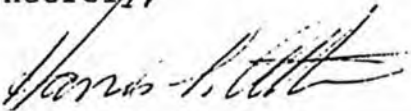
State of Alaska  
Senate and House of Representatives  
PO Box V  
Juneau, AK 99811

Dear Honorable Members of the Alaska State Legislature,

Enclosed with this letter please find a copy of a resolution which was passed by the Metlakatla Indian Community on the evening of April 25, 1989. This resolution is intended to communicate strong opposition to binding arbitration in any form. The Metlakatla Indian Community believes that the matters of negotiating agreements, compensating personnel, determining school employee workload and the management of school district economics is clearly a issue of local control and should not be influenced or governed by individuals outside of the local communities.

Your consideration of this resolution as CSSB 15 and the companion bills as they are processed will be appreciated.

Sincerely,



Harris L. Atkinson, Mayor  
Metlakatla Indian Community

Enclosure

HLA:JL

\misck

RESOLUTION NO. 89-28

By The

Council Annette Islands Reserve  
METLAKATLA INDIAN COMMUNITY

WHEREAS, the Alaska House of Representatives and Senate is currently considering the adoption of a binding arbitration bill that would require local school districts to submit to binding arbitration in instance of negotiations impasse; and

WHEREAS, binding arbitration takes away the decision-making from local boards of education and local communities; and

WHEREAS, binding arbitration will increase the costs of operating public schools in the many Alaskan communities; and

WHEREAS, boards of education are currently charged with the responsibility of determining the nature of educational programming and school district financial management; and

WHEREAS binding arbitration would result in persons who have little or no knowledge about local conditions making decisions about local communities; and

WHEREAS, the Metlakatla Indian Community is committed to local control, local governance of the schools and fostering quality education; NOW, THEREFORE,

BE IT RESOLVED that the Metlakatla Indian Community Council vehemently opposes any form of binding arbitration; and FURTHER,

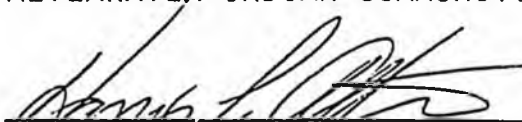
BE IT RESOLVED that the legislators who are considering the binding arbitration proposals be encouraged to reject any further consideration of such proposals.

DATED: This 26th day of April 1989 at Metlakatla, Alaska 99926.

Signed:

METLAKATLA INDIAN COMMUNITY

ATTEST:

  
Harris L. Atkinson Mayor

  
Patricia L. Gunyah, Acting Sec.

C E R T I F I C A T I O N

I hereby certify that the foregoing Resolution was duly passed at a Council Meeting held on the 25th day of April, 1989, at which a quorum was present by a vote of 8 FOR and 0 AGAINST, the Mayor being authorized to sign the Resolution.

Signed:

  
Patricia L. Gunyah, Acting Sec.

JIM D. CLARK  
BOROUGH MANAGER



TELEPHONE  
(907) 246-4224

## *Bristol Bay Borough*

Box 189 • NAKNEK, ALASKA 99633

April 25, 1989

The Honorable Rick Uehling  
Alaska State Legislature  
P.O. Box V  
Juneau, AK 99811

Dear Senator Uehling,

Attached is a resolution opposing binding arbitration. The Bristol Bay Borough contends that the right to establish educational costs should remain local.

We hope that you will consider our resolution in making your decision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred W. Pike".

Fred W. Pike  
Mayor/Acting Manager

FWP/czo

JIM D. CLARK  
BOROUGH MANAGER



TELEPHONE  
(907) 246-4224

# Bristol Bay Borough

Box 189 • NAKNEK, ALASKA 99633

## RESOLUTION 89-6

A RESOLUTION OPPOSING BINDING ARBITRATION IN SCHOOL DISTRICT NEGOTIATIONS.

WHEREAS, a Bill has been introduced in the Alaska Legislature proposing binding arbitration for resolving impasse in school district negotiations, and

WHEREAS, binding arbitration would remove from a locally elected school board its responsibility and right to establish educational costs and place this right in the hands of an outside arbitrator, and

WHEREAS, binding arbitration is counter to the principles of a representative form of government to maintain the common interest and good, and

WHEREAS, the fair and impartial treatment of the Binding Arbitration Bill is in jeopardy due to political pressures brought to bear by the teacher unions of the State,

THEREFORE BE IT RESOLVED, that the Bristol Bay Borough Assembly opposes both binding arbitration and those who would compromise the common good for the sake of this special interest legislation.

Passed and approved by the Bristol Bay Borough Assembly this  
24<sup>TH</sup> day of APRIL 1989.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Borough Clerk



SOUTHEAST  
ISLAND  
SCHOOL  
DISTRICT

1989

1621 TONGASS AVENUE SUITE 301  
POST OFFICE BOX 8340  
KETCHIKAN, ALASKA 99901  
(907) 225-9658 OR 225-9659

Robert Weinstein  
SUPERINTENDENT

March 2, 1989

Senator Rick Uehling  
Alaska State Senate  
P. O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling:

Enclosed you will find a copy of a letter sent recently to Senator Fischer regarding SB 15, the proposed binding arbitration legislation.

The legislation as drafted is extraordinarily imbalanced.

Sincerely,

*Bob Weinstein*

Robert Weinstein  
Superintendent

RW:CM



SOUTHEAST  
ISLAND  
SCHOOL  
DISTRICT

1621 TONGASS AVENUE SUITE 301  
POST OFFICE BOX #340  
KETCHIKAN, ALASKA 99901  
(907) 225-9652 OR 225-9659

Robert Weinstein  
SUPERINTENDENT

February 23, 1989

Senator Paul Fischer  
Alaska State Senate  
P. O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

This is to comment upon SB 15, the proposed binding arbitration legislation.

There is a venerable legal maxim that particularly applies to current discussions about binding arbitration for public school employees: "If it ain't broke, don't fix it." I am firmly convinced that, if there is a problem with collective bargaining in the public schools in Alaska, it is not with the law, but with the attitude of a few school and union officials towards the law.

In my experience, most school district negotiators throughout the State, elected and appointed, are mindful that they are doing the public's business, and conduct themselves in good faith. There are rarely problems when the approach of public officials is to willingly accept their obligations under the law, and to show leadership in implementing both the letter and spirit of the law. Citizens and the press usually respond to occasional lapses in the process.

Those who want to invent problems, because they are not comfortable in assuring that the public through their elected officials has the final say on public business, can readily do so. In part, I believe that this is why such legislation is being promoted by the teachers' union. It is no accident that accurate statistical information regarding the success/failure rate of the current statutory scheme in achieving collective bargaining agreements is not being offered in support of binding arbitration legislation. If one carefully examines the historical record of collective bargaining in Alaska for the past ten or more years, I believe that available data will show that:

- A. In over 95% of collective bargaining processes, a final settlement has been achieved in Alaska school districts through good faith negotiations under the current statutory scheme. If true, the system "ain't broke."
- B. There is a decrease in settlements whenever the union is making a major push for binding arbitration. It has been my understanding

that, in past years as well as at the present time, NEA-Alaska carefully orchestrates the non-settlement of contracts in order to "show the Legislature" that a different version of "finality" is needed.

In an era of declining revenues, negotiations are obviously not as smooth as when budgets are increasing significantly on an annual basis. This is particularly exacerbated when a state-wide union does not review fiscal reality with, nor recommend fiscal restraint to, its local chapters. It should come as no surprise to legislators that school boards are not jumping at the chance to accept proposals for 10% salary increases, for perpetuation of increasingly expensive "free" medical insurance programs, for boards to delegate their policy making functions to the unions, and so on.

A little common sense, mutual respect, and cooperation seems more helpful now, not a major change to our collective bargaining statutes that would bring one party to the table blindfolded and with hands tied behind its back.

Even when considering it in the context of binding arbitration, the proposal contains numerous sections which, when taken as a whole, would result in a grossly imbalanced relationship between the parties involved in school district labor relations. Virtually every feature of previous binding arbitration bills introduced in recent years which would afford a measure of fairness to school boards and, more importantly, a measure of protection to the public is absent from the current proposal. Some proponents of the proposal would lead us to believe that binding arbitration is a form of wizardry, and that an arbitrator is a combination of Merlin and Solomon. Unfortunately, the truth is that arbitrators are mortal human beings, and that even good arbitrators make mistakes and bad decisions. School districts need to be protected from human error and/or poor judgment of such persons. I would therefore like to suggest that certain changes occur in the event that the bill moves forward.

Specific comments to the proposed legislation are as follows.

1. Section 2: The proposed amendment to AS 14.20.550 does not include appropriate guidance on what constitutes "good faith negotiations" in a manner similar to parallel Alaska statutes which exclude public school employees (AS 23.40.250).

Recommendation: Add, as Section 14.20.550(b), the following:

In this section, "negotiate in good faith" means the performance of mutual obligations of the parties to meet at reasonable times and to participate actively, indicating a present intention to reach agreement, or to negotiate an agreement or a question arising under the agreement, and at the request of either party to execute a written contract incorporating any agreement reached. However, the requirement to negotiate in good faith may not be interpreted to compel either party to agree to a proposal or to make a concession.

2. Section 4: To the best of my knowledge, the existing language in AS 14.20.560, with respect to the recognition of bargaining agents for employees, has worked well in most, if not all, instances. If there is a need to change the language to involve a labor relations agency in this process, I would suggest that such involvement only occur if there is a failure under existing statutes by a school board to recognize a properly designated bargaining agent for school district employees.

Recommendation: Delete Section 4, retaining current statute.

3. Most of my concerns with the proposed legislation relate to the sections on the arbitration process itself, particularly as it relates to the scope of bargaining.

As you are aware, in 1977 the Alaska Supreme Court made a ruling in combined cases involving the Anchorage, Kenai, and Matanuska-Susitna School Districts and their respective teacher organizations. The Court was confronted with conflicting views as to the scope of good-faith collective bargaining under existing Alaska statutes and the Alaska Constitution. By applying a balancing test which weighed an item proposed for negotiations on its relative impact on education policy versus working conditions or economic interests of teachers, the Court determined, as have courts and employee relations boards in other states, that the more an item tended to be related to educational policy, the more a school board could legitimately refuse to negotiate. Likewise, the more an item was related to economic interests or working conditions of teachers, the more bargainable that item became. Recognizing a large gray area, the Court did specify, with respect to the case before it, which items were negotiable and which items were not negotiable under existing statutes (see enclosed appendix to ruling).

In addition, the Court stated that, under existing statutes, "the legislature has not spoken with clarity" and, furthermore, that "it would be helpful if the legislature, through future enactments, provided more specific guidance on a number of the items which the unions seek to negotiate".

In general, an item proposed for negotiation falls into one of three categories:

- A. It is a mandatory subject for bargaining, i.e. the item must be discussed in good faith by the school board and bargaining unit.
- B. It is a permissive subject for bargaining, i.e. a school board may or may not discuss the items with the bargaining unit.
- C. It is a prohibited item, i.e. it is not allowed under the Constitution or existing statutes and could not be enforced even if written into the contract.

In line with the above, I would suggest a further amendment with respect to the scope of arbitration itself. Rather than have arbitration apply to every item in dispute, the decisions of an arbitrator should be limited to economic interests and working conditions of employees. This would prevent an arbitrator from establishing educational policy. It would also prevent the unrestrained introduction of items at the bargaining table in the hopes of getting those to, and through, arbitration.

Recommendation: If the Legislature declines to be as specific as the Court suggested, minimally the following should be added as AS 14.20.550(c):

"Terms and conditions of employment and the fulfillment of professional duties" means the hours of employment, the compensation and fringe benefits, and the school board's personnel policies affecting the working conditions of the employees; but does not mean the general policies of the school board not predominately related to economic interests and working conditions of the employees.

4. Section 7: I question the rationale for eliminating the existing requirement in AS 14.20.580 for the mediator to issue a report. It appears that, as written, the proposal is designed to reduce the potential effectiveness of the mediation process.

Also, as proposed, AS 14.20.580(b) requires arbitration to occur if no agreement is reached by August 1. This proposal does not address a situation wherein one party has not been willing or available to engage in good faith bargaining, nor does it allow an extension by mutual consent. Put differently, an employee organization could engage in delay tactics solely for the purpose of avoiding good faith negotiations and thereby reaching arbitration.

Recommendation: Amend AS 14.20.580 as proposed to:

1. Require that the parties have bargaining sessions in each of the two immediate 30-day periods prior to August 1. If this did not happen, neither would arbitration. This would prevent arbitration by default.
2. Permit the August 1 deadline to be extended by mutual consent.

5. Section 8:

No guidance is given for the arbitrator to use when making the decision or for appropriate judicial review of the arbitrator's decision.

Recommendation:

- A. Amend paragraph (c) of proposed AS 14.20.585 so that it mandates the following factors to be taken into consideration by the arbitrator:
1. The lawful authority of school district.
  2. The public interest and financial abilities of the school district. An award which exceeds the financial ability of the school district, or which would require an additional legislative and/or municipal appropriation, is prohibited.
  3. The interest and welfare of the employee group.
  4. Changes in the cost of living.
  5. Comparison of the wages, hours, and conditions of employment with other employees performing similar services and with other employees generally.
  6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical benefits, the continuity and stability of employment, and all other benefits received.
- B. In paragraph (c), the arbitrator should be allowed to select the recommendation of the mediator (from the process in Section 6 - 14.20.570) as a third choice, i.e. in addition to the last best offer of each party.
- C. Add a new paragraph (e) as follows:

Within 30 days after receipt of a final decision in an arbitration, a party to the arbitration may file a motion in the superior court for the judicial district in which the school district is located to vacate or modify the decision. The court, after a hearing, may vacate or modify the decision if the substantial rights of a party of been prejudiced because:

1. The decision violates constitutional or statutory law;
2. The decision exceeds the statutory authority of the arbitrator;
3. The procedure in the arbitration is unlawful;
4. The proceeding is affected by other error of law;
5. The decision is clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or

6. The decision is arbitrary, capricious, or characterized by abuse of discretion or clearly unwarranted exercise of discretion.
6. Sections 9 and 10: Paragraph 3 of the proposed AS 14.20.590 and the entire proposed AS 14.20.590(b) provide for resolution of unfair labor practices through the grievance procedure (including binding arbitration), and would also require a contract to be extended indefinitely until a new agreement is reached.

One prevailing standard in labor relations is that both parties, i.e. employer and employee organizations, should not engage in certain practices which are considered unfair labor practices.

The proposed legislation, by providing for resolution of unfair labor practices by the grievance procedures, makes it appear that employer-committed acts shall be dealt with through an expedited process, but that nothing shall result when an employee organization engages in similarly prohibited actions. Is the employer now to begin to file grievances against the employee group, in contravention of most current definitions of grievance and grievance procedures?

The indefinite extension of an agreement until replaced by a new agreement runs counter to principles clearly established at the federal level by the National Labor Relations Board, and upheld by various federal courts. In essence, the Legislature is attempting to mandate contracts of "indeterminate duration," which is defined as a contract which may not be altered except by mutual consent. At the federal level, contracts of indeterminate duration are allowed to terminate by unilateral action of either party after reasonable notice and a reasonable lapse of time.

In effect, under a contract of indeterminate duration, each party could stand entrenched knowing that the contract would continue as it was. The side desiring to alter the terms of the contract would never have a prayer of success. Furthermore, the Alaska Supreme Court has noted that it looks to such federal decisions, including those of the National Labor Relations Board, for guidance. In other words, the proposal clearly is not in compliance with principles established at the federal level, and apparently would also require other changes in Alaska contract law.

Finally, the terms of duration of a negotiated agreement, including terms for extension, are subject to collective bargaining. This is exactly where it should remain.

Recommendation: Eliminate paragraphs (2) and (3) from the proposed 14.20.590, and the entire section 10 (AS 14.20.590(b)) until such time as unfair labor practices are defined for the public school collective bargaining, and balanced treatment of infractions is provided.

7. Section 12: The proposed legislation is clearly designed to erode the legal responsibilities and duties of the school board, especially including the right to make final educational policy decisions, by assigning such responsibilities to a third party.

The Alaska Supreme Court noted that, "if teachers' unions are permitted to bargain on matters of educational policy, it is conceivable that through successive contracts the autonomy of the school boards could be severely eroded, and the effective control of educational policy shifted from the school boards to the teachers' unions (my emphasis). Such a result could threaten the ability of elective government officials, and appointive officers subject to their authority, in this case the school boards and administrators, to perform their functions in the broad public interest."

Recommendation: Delete Section 12, retaining current statute.

8. The proposed legislation should also contain a mandatory sunset provision whereby the legislation expires in three years unless the Legislature takes affirmative action to continue its provisions.

This would prevent abuse of the arbitration process, which likely would happen in the absence of such a provision.

In summary, the proposed legislation would not only alter the relationship between school boards and employees by greatly reducing a board's ability to make educational policy decisions, but would do so in a manner which can best be described as imbalanced and unfair to one of the parties - school boards. I sincerely believe that the public interest will best be served if parties to collective bargaining in our public schools adopt a new attitude, not if the Legislature adopts a new law.

Sincerely,



Robert Weinstein  
Superintendent

RW:CM

c: Carl Rose, AASB  
Steve McPhetres, AASA  
Bob Manners, NEA-Alaska

APPENDIX

LIST OF NEGOTIABLE AND NON-NEGOTIABLE ITEMS

Those items which are non-negotiable are as follows:

1. Relief from Non-Professional Chores <sup>11/</sup>
2. Class Size and Teacher Load
3. Ombudsman
4. Evaluation of Administrators
5. Teacher Aides
6. Para-Professionals
7. PTR Formula
8. Specialists
9. Calendar

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11/ In the Kenai case this item was described in the negotiating document as follows:

"RELIEF FROM NON-PROFESSIONAL CHORES

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should be utilized to this end, therefore, they agree as follows:

Teachers shall not be required to perform the following duties:

- A. Non-instructional assignments, including but not limited to, supervising of cafeterias, sidewalks, bus loading, or unloading, or playgrounds of more than fifteen (15) minutes daily.
- B. Collecting money from students.
- C. Cumulative record cards and other clerical and/or custodial functions."

These matters seem so closely related to school board policy as to be non-negotiable. We do not pass upon other conceivable non-professional functions. We also do not know what is specifically meant by "custodial" functions, and do not, therefore, pass upon that aspect of this item.

Those items which are negotiable are:

1. Recognition
2. Negotiation Procedures
3. Grievance Procedures
4. Salary Schedule Conditions
5. Salary Schedule
6. Automatic Cost of Living
7. Extra Curricular and Extra Duty
8. Extended Contract
9. Additional Educational Employment
10. Life Insurance
11. Health Insurance
12. Liability Insurance
13. Automobile Allowance
14. Tuition/In-Service Workshops
15. Reimbursement for Physical Examinations
16. Sabbatical Leave
17. Career Development
18. Administrative Leave
19. Personal Leave
20. Sick Leave and Bereavement
21. Personal and Sick Leave for Half-Time Employees
22. Unpaid Leave of Absence
23. Maternity Leave
24. Political Leave
25. Duty-Free Lunch
26. Teacher Preparation Periods
27. Monthly Planning Time
28. In-Service Days
29. Discretionary Materials
30. Personnel Files
31. Teacher Transfer
32. Teacher Retention
33. Job Openings
34. Reduction of Staff
35. Teacher Contracts
36. Association Rights and Privileges
  - (a) Information
  - (b) Release Time for Meetings
  - (c) Use of School Buildings
  - (d) Use of School Equipment
  - (e) Supplies
  - (f) Mail Facilities
  - (g) Subcontracting
  - (h) Non jeopardy
  - (i) Exclusive Rights
  - (j) KPEA Professional Leave
  - (k) Dues Deduction/Continuing Membership

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- (l) Other Deductions
- (m) Conformity to Law
- (n) School Board Agenda
- (o) Preliminary Draft of Budget
37. Agreement Print-up and Dissemination
38. Duration of Contract

APR 21 1989

Robert C. Hunter, Jr., M.D.  
101 Jamestown Drive  
Sitka, Alaska 99835

April 17, 1989

The Honorable Rick Uehling  
Alaska State Legislature  
P. O. Box V (MS 3100)  
Juneau, AK 99811

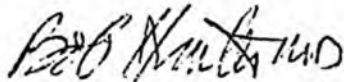
RE: Senate Bill #15, The Binding Arbitration Bill.

Dear Senator Uehling:

I am very concerned about the outcome of Senate Bill #15 which is now in the HESS Committee. I am strongly and firmly opposed to binding arbitration, and I feel that this bill would create a significant and serious deleterious effect on our local school system. I am particularly concerned as my wife and I have three young children just entering the school system. I am a private practice physician and my wife is a registered nurse at Sitka Community Hospital.

Thank you for your continuing work on our behalf. I appreciate your attention to my concerns.

Sincerely,



Robert C. Hunter, Jr., M.D.

KUSPUK SCHOOL DISTRICT

MAR 6 1989

P.O. Box 108  
Aniak, Alaska 99557  
(907) 675-4250

BOB R. McHENRY  
SUPERINTENDENT OF SCHOOLS

March 2, 1989

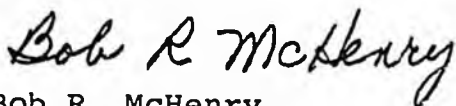
Sen. Rick Uehling  
Pouch V  
Juneau, AK 99811

Dear Senator Uehling:

The KuspuK School District urges you to do all you can to defeat binding arbitration in any form. We have been negotiating with NEA officials since 1976. Frankly, it has never been easy, but we have always reached a mutually agreeable settlement. Not once has anything been crammed down anyone's throat on either side.

It ain't broke yet! So don't break it or try to fix it! How about a little trust in our local law makers to do what is best for our local school district? We have no need for disinterested decision makers in this school district; especially when local boards are finally learning a little bit about the public sector bargaining process. Putting the binding arbitration requirement into law will only handcuff your fellow elected officials. Thank you for your consideration, and hopefully your support.

Sincerely,



Bob R. McHenry  
Superintendent

BRM:ddp



Greater Fairbanks

**Chamber**

of Commerce

709 Second Avenue

(907) 452-1105

P.O. Box 74446  
Fairbanks, Alaska 99707

February 28, 1989

To: Members of the Alaska State Senate

MAR 6 1989

Re: SB 15

Dear Senator:

The position of Senate Bill #15 in the legislative process does not allow the Greater Fairbanks Chamber of Commerce time to recraft our resolution which strongly opposes its passage. So strongly, in fact, that this letter accompanies the resolution to provide you additional counsel toward wise and prudent legislation.

If this Bill should pass, we feel the rights of the employee should be balanced with the rights of the employer, and should be in the best interest to the public who uses and helps pay for the school system.

Under Section 14.20.550, we agree that the School Board should be required to negotiate in good faith with employees. But the employers likewise should be required to negotiate in good faith with the School Board. The public has a right to expect that. This Bill does not provide that assurance.

The meetings/arbitrations should be held in public with a public awareness, not in Executive session. Further, Section 14.20.585B should be changed to read "Arbitrations shall be conducted in public meetings requiring parties to present and explain their position and final offers."

Legislation that gives one party a bargaining advantage does not ensure better education. Only quality programs and highly qualified teachers can do that. Therein lies the real problem. Fairbanks has achieved quality programs and teachers without binding arbitration.

We respectfully urge serious consideration of these proposals.

Sincerely,

W.R. Cox  
President and CEO

Attachment: Resolution #04-0289



Greater Fairbanks

**Chamber**

of Commerce

P.O. Box 74446

709 Second Avenue

(907) 452-1105

Fairbanks, Alaska 99707

RESOLUTION #4-0289

RESOLUTION IN OPPOSITION OF LEGISLATION ALLOWING  
BINDING ARBITRATION FOR PUBLIC SCHOOL EMPLOYEES

WHEREAS, public school employees currently negotiate labor contracts without the assistance of binding arbitration, and

WHEREAS, without the assistance of binding arbitration, Alaskan public school teachers are the highest paid teachers in the country by a wide margin, and

WHEREAS, since binding arbitration often results in the arbitrator splitting the difference between the offers of management and labor, labor has little incentive to settle wage issues independent of the arbitrator, and

WHEREAS, binding arbitration will further increase the negotiating position of labor, and

WHEREAS, state employees as a whole, including public school employees, are the highest paid group of individuals in Alaska, and


WHEREAS, the State of Alaska is experiencing a reduction in oil revenues and the private sector is experiencing the worst recession in the history of the State, and

WHEREAS, our schools can ill afford a higher proportion of total education dollars allocated toward compensation and doing so will directly affect our children.


NOW, THERE BE IT RESOLVED by the Greater Fairbanks Chamber of Commerce, that our State Senators and Representatives are petitioned to oppose SB 15 and similar legislation that establishes binding arbitration for public school employees.

Signed this 27<sup>th</sup> day of February, 1989.

By

  
W.R. Cox  
President and CEO

By

  
Rick Schikora  
Chairman Elect

MAR 28 1989

March 15, 1989

Senator Rick Uehling  
P. O. Box V  
Juneau, AK 99811

Dear Senator Uehling:

As a five year veteran of school boarding in the Copper River School District and being experienced with current teachers' contract negotiations in Alaska, I am writing to express my objections to SB 15. Including teachers in Public Employment Relations Act (PERA) and granting them the right to binding arbitration and/or strike are issues which this bill presents as teacher contract issues without acknowledging the detrimental impact these processes would have on public education in Alaska. Furthermore, I believe the inclusion of teachers in the PERA would violate Alaska State Law and the Alaska State Constitution.

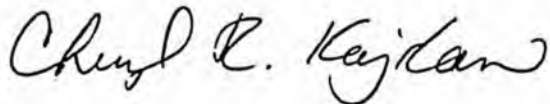
Binding arbitration is neither a necessary nor money saving process. Alaska's teachers currently receive the highest average salary in the country. States in which binding arbitration is legal for teachers report an increase in contract costs. This additional anticipated financial burden is alarming in light of the shrinking educational dollar in Alaska. Any additional costs incurred by this process would ultimately be paid by the students in my school district in the form of decreased programs available and the lay-off of non-tenured teachers.

The control of education in Alaska is at stake in negotiating with the teachers' unions, including NEA/Alaska. They reportedly have included managerial items in negotiations which would erode the management authority of the locally elected boards and the school administrators. The idea that an arbitrator could come in and accept a package of negotiation proposals presented by a special interest group, a teachers' union, is morally reprehensible and I believe, prohibited by the Alaska State Law Sec. 14.20.610, which insures the legal responsibilities and authority of locally elected boards. Furthermore, the Alaska

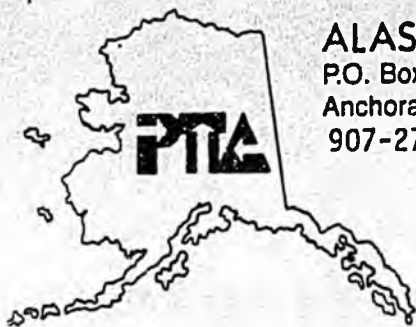
State Constitution, Article VII Section I states, concerning public education, "... schools and institutions so established shall be free from sectarian control ..."  
NEA/Alaska constitutes a sect, which is, according to Webster's Dictionary, "any group of people having a common leadership, set of opinions, philosophical doctrine, political principals, etc., specifically a faction of a larger group."  
Senator Jack Coghill, one of the signers of the Alaska State Constitution, concurred with my understanding of the constitution. He stated that it was the intent of the Alaska State Constitution that public education be free from the control of special interest groups and subject to the authority of locally elected officials. SB 15 would violate this constitutional intent.

Please take into consideration the items of this letter. My primary duty as a school board member is to protect and provide for the education of those who cannot do it for themselves, the students of the Copper River Basin. It is in the interest of their education, as well as that of all of Alaska's children, that I ask you to reject SB 15.

Serving Alaska's children,



Cheryl R. Kajdan  
Vice-Chair  
Copper River School District



ALASKA PTA  
P.O. Box 142095  
Anchorage, AK 99514-2095  
907-279-9345

APR 19 1989

April 11, 1989

Mr. Carl Rose, Executive Director  
Association of Alaska School Boards  
316 West 11th Street  
Juneau, AK 99801

Dear Carl:

I received a copy of the April 3, 1989 issue of Binding Arb Watch which was published by your organization. The article regarding PTA contains numerous errors, misrepresents the position of our organization and may have caused harm to our public image. The Alaska PTA has a neutral position, which means we are neither for nor against binding arbitration. It is unfortunate that your organization chose to use the PTA name in your efforts to defeat binding arbitration.

PTA addresses issues, not specific bills. At our convention, held March 31-April 1, 1989, we addressed four resolutions, three of which dealt with education issues. The Alaska PTA did not address binding arbitration because it was not a subject which was addressed by the resolution process. Had the issue been submitted, and met the criteria outlined in our process, PTA would have addressed it. PTA does not and never has "steered clear" of issues because they are controversial.

Obviously, there are more than three issues of importance. Other issues were not addressed because they did not come up through the resolution process. This process provides a method for local PTAs and PTA councils to bring up an issue of statewide concern and to ask for action on that issue. A PTA must research the issue, draw a conclusion, formulate a resolution and present their findings to the convention body before we will act on a resolution.

To say that teachers and school board PTA members are the only portion of our membership who are "steeped in the issues" does a real disservice to the rest of our membership and casts doubt upon our effectiveness as an organization. I know many members who are "steeped in the issues" and use their knowledge effectively. PTA has a history of being effective because its members take the time to study the issues, take informed positions, and act on behalf of children.

# Binding ARB Watch

Viewpoints on Binding Arbitration by Locally Elected Officials and Concerned Citizens

## **P.T.A. STEERS CLEAR OF BINDING ARB BILL**

The Alaska Parent Teachers Association (PTA) passed a half-dozen resolutions on bills affecting education at their annual Convention held last week in Anchorage, but binding arbitration was not among them. Citing the divisive effect that taking a stand on this controversial issue would have on its membership, the PTA did not take an official position either way. PTA officers noted that school board members and teachers make up a small portion of the PTA membership [total 17,000], and that the rest of the membership, mostly parents, is not steeped in the issues.



## City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

April 17, 1989

Senator Rick Uehling  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling:

Please find enclosed City of Galena Resolution 89-11, Opposing Binding Arbitration (Senate Bill 15). This resolution was passed unanimously at the special meeting of the City Council on April 15, 1989.

The thoughts in this resolution are their efforts to address the issue. We hope you will give them consideration during the present legislative session.

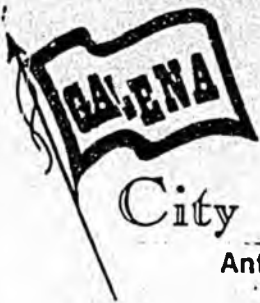
Sincerely,

Nancy Gross,  
City Manger

NG/rla

cc: Governor Cowper  
Each Member of the Alaska House of Representatives  
Each Member of the Alaska State Senate  
Files

n14/18



# City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

## RESOLUTION 89-11

### OPPOSING BINDING ARBITRATION (SENATE BILL 15)

WHEREAS, the City Council of the City of Galena is the duly authorized governing body of the City of Galena; and

WHEREAS, the City Council is liable for the Galena City School District budget expenditures in the final analysis; and

WHEREAS, the City Council is concerned about funding for the school District and other City funds; and

WHEREAS, the City Council is concerned about the erosion of school Board powers which in turn erodes the powers of the City Council; and

WHEREAS, the council is aware that Senate Bill 15 is under consideration by the legislature and that this bill would impose binding arbitration on to boards, thus taking power away from the local school Boards and thus eroding the City's funds either directly or indirectly.

NOW, THEREFORE BE IT RESOLVED that the Galena City Council is completely opposed to binding arbitration and education employees being included under PERA; and

AND BE IT FURTHER RESOLVED that the City Council encourages you to vote against any legislation which includes binding arbitration or the further erosion of school Board powers which are not in the best interest of our students.

PASSED AND APPROVED this 15<sup>th</sup> day of April, 1989.

Vernon A. White,  
Mayor

ATTEST:

Nancy Gross,  
City Manager

# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street • Soldotna, AK 99669 • Phone 907/262-5846

FEB 10 1989

February 7, 1989

Senator Rick Uehling, Co-Chairman  
Senate Finance Committee  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling,

Enclosed are two resolutions passed by our board last evening, the one in support of school construction debt retirement, the other opposing binding arbitration.

Regarding the debt retirement, it is the intent of the board to support HB 37 and SB 100 in their present form. HB 37 has had widespread support and input from the educational community and we believe it deserves your support and passage in its present form.

Regarding binding arbitration, it remains the position of the board that decision making belongs in the hands of the locally elected board, not an outside third party. We believe that binding arbitration circumvents the democratic process and denies the people their rightful voice. Therefore we ask that you oppose any legislative remedy which includes binding arbitration as a final step in collective bargaining.

As we progress through our budget process, the need for full and early funding becomes ever more paramount. Our budget has no frills, we will go into our fourth year with no new equipment purchases. In this fast changing age of technology that will affect the overall quality of our programs. We are locked into costs over which we have no control, specifically rapidly accelerating health insurance costs and very modest renegotiated wage increases. (Our current negotiated contract included a 5% wage decrease two years ago, followed by two years of average CPI increases only.) We have a new school that we are unable to open due to lack of funds, and, we are at the funding cap. That means, under the law, the local government is already providing the maximum 21% as the local share, the local share cannot be increased. In other words, if for some reason we receive any less from the State, because of the cap, our local taxpayers cannot make that up, instead, we would have to reduce our local share, dollar for dollar. A reduction in the foundation formula would not result in the local taxpayer contributing more but rather would amount to double indemnity. For every one dollar cut on the state level our budget would be cut two dollars. For the Kenai Peninsula that would be catastrophic. This whole issue of the cap and its impact for

increasingly more districts in the state cannot be overemphasized. If you have any questions concerning the cap, please call me. I would appreciate the opportunity to talk with you about this and other education related issues.

In these times of economic uncertainties, I know that the job you have before you is difficult, as it is for all of us. However, I believe that from an informed base those decisions will be made based on what is wisest. Thank you so much for your time, and for your support of education.

Very sincerely,

A handwritten signature in cursive script that reads "Mildred M. Martin". The signature is written in dark ink and is positioned above the typed name and address.

Mildred "Milli" Martin, President,  
Kenai Peninsula Borough School Board  
P.O. Box 2652  
Homer, Alaska 99603  
235-6652

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

RESOLUTION 88-89-6

SUPPORT FOR SCHOOL CONSTRUCTION DEBT RETIREMENT

WHEREAS, Article 7, Section 1 of the Alaska State Constitution states that the legislature shall establish and maintain a system of public schools open to all children; and

WHEREAS, under AS 14.11.100 the State of Alaska agrees to repay school districts at a set percentage rate for school construction bonded indebtedness; and

WHEREAS, over the past years of high growth many regions of the state have bonded for school construction in the good faith the state would honor its obligation; and

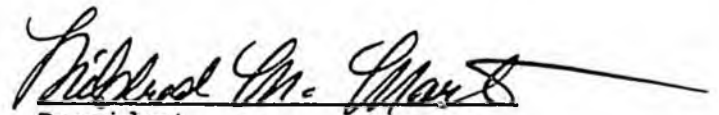
WHEREAS, the past two legislatures have not fully honored these good faith agreements placing a heavy burden on local taxpayers; and

WHEREAS, this aforementioned tax burden has created a hardship for taxpayers and resultant loss of local revenue for classroom education;

NOW THEREFORE BE IT RESOLVED, that the Kenai Peninsula Borough School District Board of Education calls upon the legislature to fully honor all past commitments for bonded indebtedness reimbursement;

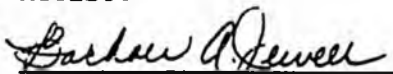
AND BE IT FURTHER RESOLVED, the Kenai Peninsula Borough School District calls upon the legislature to pass <sup>Leg. Resolution</sup> ~~which~~ which will insure fairness and equity in school construction for all regions of Alaska.

ADOPTED BY THE BOARD OF EDUCATION OF THE KENAI PENINSULA ON THIS 6<sup>th</sup>  
day of February, 1989.



Richard M. Martin  
President  
Board of Education

ATTEST:



Barbara A. Jewell  
Notary Public

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

RESOLUTION 88-89-7

BINDING ARBITRATION

WHEREAS, binding arbitration removes decision making from the locally elected school boards and puts it in the hands of an outside entity; and


WHEREAS, binding arbitration allows a third party to determine the salaries of school district employees who bargain collectively; and

WHEREAS, it is the elected school board's responsibility to determine the expenditure of public funds; and

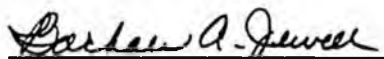
NOW THEREFORE BE IT RESOLVED, that the Kenai Peninsula Borough School District Board of Education opposes any dilution of local control through compulsory or binding arbitration in the negotiation procedure; and

BE IT FURTHER RESOLVED, that the Kenai Peninsula Borough School District Board of Education opposes any legislative remedy which includes binding arbitration as a final step in collective bargaining.

ADOPTED BY THE BOARD OF EDUCATION OF THE KENAI PENINSULA ON THIS 6<sup>th</sup>  
DAY OF February, 1989.

  
President  
Board of Education

Attest:

  
Barbara A. Jewell  
Notary Public

# Copper River School District

1989



Superintendent's Office  
Box 108  
Glennallen, Alaska 99588  
(907) 822-3234

April 20, 1989

Senator Rick Uehling  
P. O. Box V  
Juneau, AK 99811

Greetings:

As the sun rapidly sets on the Sixteenth Alaska State Legislature, and a vote on Senate Bill 15 grows near, please ask yourself this question, "Will binding arbitration help the children of the State of Alaska?" The answer is, of course, no! Then why waste time considering such a bill to appease a self-interest, political action group. Folks, political contributions are one thing, but to yield to the demands of the contributors appears to border on the edge of impropriety.

There are two definite camps regarding binding arbitration. In camp number one (1), you find the school children, the school administrators (who were mostly teachers before becoming administrators), the school boards, the parents, and the general public. These people stand to gain nothing from binding arbitration; however, they stand to lose a great deal ... including a portion of their constitutional rights. In camp number two (2), one finds the NEA and those who feed on their spoils. The membership of this national power hungry union stands to lose nothing by participating in binding arbitration. However, they could possibly gain control of our entire educational system through this process.

Should one wonder why this potential union tool is named binding **INTEREST** arbitration? Whose interest? It is certainly not in the interest of education.


Perhaps I should attempt to list and identify all the reasons I oppose binding arbitration. However, you as legislators, all know these reasons quite well. In addition to being unconstitutional, it removes the power of local elected officials, who, better than anyone in Juneau, Massachusetts, Washington, Colorado, or even Georgia, know the capabilities of Alaska communities to meet the demands of NEA.

I think this quote from an avid Anchorage AEA/NEA member in his letter to the AEA president states my reasons for opposing binding arbitration far better than any words I could write:

I sincerely hope you were not "taken in" by the editorial in the Daily News. If you too think we (AEA) are a public service organization devoted to serving the citizens and children of this community, under the full glare of public scrutiny, then things have gone even further than I fear. NEA-AK hires people to be union employees, I hope, not examples to be held up to the public. Such "examples" are mostly hired over at the Anchorage Christian School, I think.

Please don't let your eyes be blinded by NEA's pressure on this issue. Binding interest arbitration is clearly designed to serve self-interest groups, not the people.

Professionally yours,

A handwritten signature in cursive script, appearing to read "Leland L. Dishman", followed by a horizontal line.

Leland L. Dishman  
Superintendent

# ALEUTIANS EAST BOROUGH

## School District

P.O. Box 429  
Sand Point, Alaska 99661-0429

Phone: (907) 383-5222  
FAX: (907) 383-3496

April 19, 1989

Senator Rich Uehling, Co-chair  
Senate Finance Committee  
Box V  
Juneau, AK 99811

RE: BINDING ARBITRATION: CS SB 15

Dear Senator Uehling,

I wish to state my opposition to the "Binding Arbitration Bill" currently before the Senate. My objections are not based on party lines, old ideas, or unwillingness to play on a level field. I firmly believe the Bill as currently drafted is not in the best interest of our students or school district, and that means all of us including teachers.

### Local Control

This is severely limited once you mandate a final step in negotiations in terms of an arbitrator. I feel that Boards should remain the final authority as they are financially responsible to the local communities they serve.

### Salaries

At a time when we are being asked to hold the line, the current proposed legislature would work against achieving that end. Binding Arbitration will mean higher salaries.

### Management

The ability to manage any organization is and will remain critical to our ability to achieve our goals. The current philosophy of NEA is that schools should be managed by teachers. Sounds great but in reality it is not workable. Do not support further erosion of the Boards ability to define the direction of the organization.

### Children

How will this benefit children and their education? More time and money will be spent on negotiations and staff compensation, less or programs for our communities' children. Even if the state could continue to raise the level of support for education there is a point where it does not make reasonable sense to do so.

---

SERVING

AKUTAN

COLD BAY

FALSE PASS

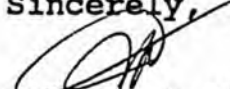
KING COVE

NELSON LAGOON

SAND POINT

I would appreciate your help on this matter and not allow the legislation in its current form to be passed.

Sincerely,



John A. Davis  
Superintendent

JAD/dw

cc: AEBSB Members  
Carl Rose, AASB



# PUBLIC SERVICE RESEARCH COUNCIL

SUITE 600 · 8330 OLD COURTHOUSE ROAD · VIENNA, VIRGINIA 22180 · (703) 790-0700

## OFFICERS

MRS. CAROL APPLIGATE  
Chairman of the Board

DAVID Y. DENHOLM  
President

REVEREND FREDERICK FOWLER, III  
Secretary-Treasurer

April 14, 1989

The Honorable Rick Uehling  
Alaska State Senate  
State Capitol  
Juneau, Alaska 99811

Dear Senator Uehling:

As a member of the Alaska Senate, you may soon be considering Senate Bill No. 15, the controversial proposal which would impose a system of compulsory binding arbitration in the case of negotiation impasses affecting public education employees.

On behalf of our Alaska membership, I strongly urge you to oppose Senate Bill 15.

Compulsory binding arbitration completely destroys the concept of citizen control over the delivery of vital public services by turning over all decision-making power to a third party who is totally unaccountable to the citizenry involved.

I am enclosing supportive material, including an Issue Analysis prepared by the Research Department of the Public Service Research Council. This study points out many of the disadvantages and illogic of public sector binding arbitration legislation.

Thank you for your consideration of the enclosed. I would very much appreciate hearing from you in regard to your own feelings about the extension of binding arbitration in the public sector in general and concerning SB 15 in particular.

Sincerely,

Roman K. Rice  
Director of Legislative Affairs

RKR:cg

Enclosures

Issue Analysis  
Newspaper articles

April 19, 1989  
220 Observatory St.  
Sitka, AK 99835

APR 22 1989

Sen. Rick Uehling, Co-chair  
Senate Finance Committee  
P.O. Box V  
Juneau, AK 99811

Dear Sen. Uehling,

I am writing in opposition to SB15 (Binding Arbitration), a bill which may get to your committee.

Our school district is a good district. We have very low administrative costs. We manage extremely well. We are doing a good job educationally. We are paying fair salaries. We have a lot of community support. We have a stable and competent board.

But, we don't have any extra money. Things are really tight financially.

We have had to cut program costs significantly the last three years.

But, apart from reducing positions, we can't cut personnel costs. Our last negotiations with NEA led to a 2.1 % salary increase. That was fair. Our teachers are being paid a little less than the highest district in Southeast Alaska. We want them to be well paid. We treasure them.

But, if Binding Arbitration had been in effect, you know what would have happened. NEA would have asked for 8 or 9 %. We would have been willing to take care of inflation and would have offered 2%. An arbitrator would have come in and settled for 5 or 6%. And we don't have that kind of money!

We have already cut a lot of meat out of our program. Three years ago when then Gov. Sheffield imposed his reductions on us we cut \$700,000 out of a \$12 million budget. At that time I personally pleaded with my friends in the local NEA to give us a 2% rollback so that our cost-cutting would not all have to come out of program. They refused.

So, here we are with high-paid tenured teachers who are never going to be willing to reduce their salaries for the sake of the whole program. And now they want Binding Arbitration which is just a guarantee that they can get bigger pay increases than they are presently able to negotiate. So, who is going to pay for these increases? The kids are, that's who.

You give us Binding Arbitration and I'll tell you where the bucks are going to come from, they'll come from our educational program. The kids will pay the price. We don't have any place else to go for the kind of money that Binding Arbitration is going to cost us.

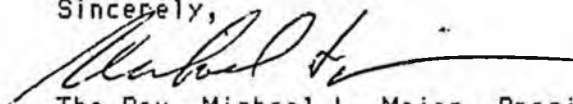
AASB has been willing to compromise with NEA. But the compromise has to have some financial teeth. The stuff NEA and Sen. Duncan are proposing doesn't protect us at all. Those so-called "compromises" take away all our power to manage.

I have been on the School Board for four years and have been President the last three years and I tell you that if you don't kill this Binding Arbitration bill or give us some honest-to-goodness compromises then you are going to be personally responsible for hurting the kids of this School District. The teachers will come in next year and ask for the sun and stars and we'll be forced by Binding Arbitration to give them the moon and we can't pay for it. NEA is a teacher's lobby that is primarily concerned with the financial welfare of its members. We, the School Board, are primarily concerned with having funds to provide a good education for the kids in this community. Paying good salaries is one component of providing a good education, but it isn't the only one.

We are hurting and we don't have the money to fund what SB 15 will put on our doorstep.

Thank you for listening.

Sincerely,



The Rev. Michael L. Meier, President  
Sitka School Board

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 W. 11th St. • Juneau, Alaska 99801-1510 • (907) 586-1083

APR 5 1989

April 4, 1989

HAND DELIVERED

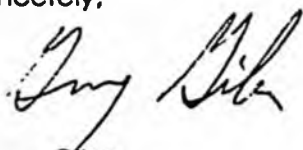
The Honorable Rick Uehling  
Alaska State Legislature  
PO Box V  
Juneau, Alaska 99811

Dear Senator Uehling:

Carol Stolpe, a director of the Association of Alaska School Boards, has asked that I forward a copy of the lawsuit challenging Connecticut's binding Interest arbitration law for teacher contract disputes. The suit argues that the law violates the Conn. constitution and the 14th amendment of the U.S. Constitution in that it overrides the authority of elected public officials to set local policies, establish budget and staffing priorities and determine local property tax rates.

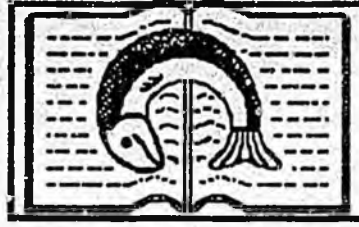
If we can be of further assistance regarding research and information on the affects of binding arbitration, please do not hesitate to contact our office.

Sincerely,



Greg Giles,  
Information Services

cc. Carol Stolpe, Director, AASB



Lower  
Kuskokwim  
School  
District

MAR 28 1989

**EEK SCHOOLS**

'J' M. Gilman, Principal  
P. O. Box 050 Eek, Alaska 99578  
(907) 536-5229

Senator Uehling  
Alaska State Legislature  
Box V  
Juneau, AK. 99811

Dear Senator Uehling:

The purpose of this letter is to ask your support for SB #73. In addition, support for adding an amendment to SB #73 which would add a "Window" for 1989 as well as the window 1990. There are many of us here in the field who would take advantage of such an opportunity. In short we would appreciate having the opportunity to retire at the end of this school year. We believe the additional opportunity would increase savings to both the School Districts and State.

Your support and consideration is appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. M. Gilman".

CITY  
OF  
ANGOON

P.O. BOX 189  
ANGOON  
ALASKA  
99820

PHONE:  
(907) 788-3653

March 22, 1989

MAR 22 1989

State of Alaska  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

Dear Senators and Representatives:

At the regular meeting held on March 21, 1989 the Council of the City of Angoon voted unanimously by those present to oppose CS for SB15 (C&RA) relating to binding arbitration within the "school systems".

The Council of the City of Angoon does not believe that this bill is in the best interest of the education of the children of the State of Alaska.


If there was a strong need for this legislation, the request for such action would be presented by school boards.

Quality education should be the primary goal of all elected officials, this can be achieved with better results through the negotiating process rather than using an effort which disrupts the child's education process.

The State of Alaska is now caught in a high administrative operating cost and has a forecast of growing even larger. Let us make an effort not to put the school systems in the same situation.

Please take to heart the City of Angoon's opposition to "binding arbitration" for the school systems.

Best Regards,

  
Edward J. Gamble, Sr.  
Mayor

cc: Angoon City Council

*Senator Uehling* P.2/2

MAY 1, 1989

MAY 2 1989

To: Members of the finance Committee

From: Shirley A. McCoy, Vice Pres. Sitka School Board

Reference: SB 15, Binding Arbitration

Senators

Please Consider the following:

1. School board members motives, KIDS. We have nothing to win or loss, personally. This is not true of NEA members.
2. We are elected and speak for our communities. They are our 3rd party review.
3. We work with allocated funds. Our last advisory arbitrator was here 1 day, spend 1 week to look over the information, and give us a bill for \$40,000. Our budget can not support this type of funds being pulled from education.
4. We had almost 300 applicates for 9 openings. Does that sound like teachers aren't being paid well and taken care of?
5. School boards are not opposing teachers, we are opposing NEA trying to use our legislators to interfere with local control of elected officials.

Thank you for your consideration in this matter. I know you will be looking forward to the close of session next week,

APR 10 1989

4/4/89

Dennis J. Vettese, RPH  
Sitka School Board Member  
Commissioned Officer, USFHS  
815 Charles  
Sitka, Alaska 99835

Dear Senator Uehling,

I am a Sitka School Board member and I represent a constituency of 8000 people. I wanted to express my opposition to CSSB-15 and the concept of compulsory binding arbitration to settle contract disputes. One of my main concerns of this legislation is the potential financial implications that this legislation might have for my district. The over all track record of binding arbitration has been shown to be inflationary and the process itself is expensive. In these times of decreased state revenues the last thing our district needs is any legislation that has the potential to adversely effect our school budget.

If this legislation has to be considered as a bill, then I feel other education issues should be included with this bill. These issues are:

- 1) Non-retention of tenured teachers with declining revenues.
- 2) Increase of time for teacher tenure from 2 to 5 years.
- 3) Sunset clause for this bill.

Please consider the long term implications of this bill and its over all effects on local school districts. I hope that you would take an unbiased look this bill and think about what is best for the education of our children. Thank you.

Sincerely Yours,



Dennis J. Vettese

FEB 7 1989

2/5/89  
Dennis J. Vettese  
Sitka School Board Member  
815 Charles  
Sitka, Alaska 99835  
Phone: Work- 966-8347  
Home- 747-3201

Dear Senator Uehling,

I am a School Board Member and I reside in Sitka. There are several bills that are coming up in the Senate this session that could have severe repercussions to my School District and its financial well being. The passage of SB 15, which provides for binding arbitration for public school employees, would have disastrous financial consequences to our school district. I am also in favor of full and early funding for our school districts. Our ability to plan our educational programs is severely compromised if the school district does not know what its available financial resources will be early in the planning process. I would also like to urge your support of Governor Cowper's Endowment program. Thank you for your consideration on these important issues.

Sincerely Yours,



Dennis J. Vettese

CITY OF KLAWOCK

RESOLUTION IN OPPOSITION TO SB 15

Whereas, the existing negotiations law permits elected officials the final say in local control issues, and

Whereas, the proposed language in SB 15 would take away this local control and put the final decision in the hands of an arbitrator, and

Whereas, the person making the final decisions would not have to live with the outcome of the decision.

Therefore be it resolved, that the City of Klawock urges the legislature to focus on issues that would enhance public education in the State of Alaska rather than those that are being promoted by interest other than those of quality education, nd

Be it further resolved that the City of Klawock, in the interest of local control of public education, urges the defeat of SB 15.

Adopted this 21st day of March, 1989 by the Klawock City Council.

David Williams  
Mayor, City of Klawock

3-27-89  
Date:

APR 14 1989

# SKAGWAY CITY SCHOOL

P.O. Box 497 • Skagway, Alaska 99840 • (907) 983-2960

April 14, 1989

State Capitol Building  
Pouch V  
Juneau, Alaska 99811

Dear Senator Uehling:

Last year the Skagway Board of Education and the Skagway Teachers' Organization successfully negotiated a two year contract.

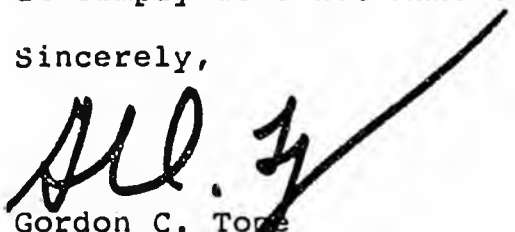
When the fiscal year ended on June 30, 1988, there was a fund balance. A slight increase over the projected enrollment also generated some additional revenue. Although the Board was under no obligation to negotiate this year, it offered a portion of the revenue generated from the two previously mentioned sources as a signing bonus in exchange for adding another year to the terms of the contract. Remember this occurred at a time when the Board was under no obligation to negotiate since a two year accord had been reached the previous year. This is one example of how the present process IS working.

At a time when Alaska teachers enjoy the highest salaries and most comprehensive benefits in the nation, it is ludicrous to consider inserting binding arbitration into the negotiating process. No other state provides for full retirement benefits including health coverage beginning when an individual completes twenty years of in-state service. The overwhelming majority of states begin their retirement at age sixty.

The Skagway Board of Education was able to extend to its outstanding staff a raise because of unanticipated revenue. If binding arbitration was in place, there would have been no incentive to offer this signing bonus. How can you possibly contemplate significant cuts in education funding and then, at the same time, mandate binding arbitration?

It simply does not make sense!

Sincerely,



Gordon C. Tong  
Superintendent

# ALEUTIANS EAST BOROUGH

## School District

P.O. Box 429  
Sand Point, Alaska 99661-0429

Phone: (907) 383-5222  
FAX: (907) 383-3496

April 20, 1989

Sen. Rick Uehling, Co-chair  
Senate Finance Committee  
Pouch V  
Juneau, AK 99811

RE: BINDING ARBITRATION: CS SB 15

Dear Senator Uehling,

As a school board member who is currently serving as the president of a newly created district, I know how important it is to have local control over the affairs of the school district.

We are working hard to involve all of our communities and its members in establishing a truly fine school district. This means being able to respond to the needs of our people which include the children we serve, parents, and staff members.

I am concerned that legislators are seriously considering legislation that will further erode our ability to effectively define how our children are educated. I am speaking to the current "Binding Arbitration Bill" in the Senate.

I am an elected official just as you are. I must serve the electorate as you must. Do not limit my authority and the authority of our Board by passing this Bill as it currently reads. The passage of binding arbitration will effectively reduce our ability to negotiate and place the final authority in the hands of a person who was not elected to do my job. If I do not perform well our people hold me responsible, not an appointed arbitrator.

Our teachers are important to us and the fulfillment of our educational goals, but to afford them additional control over the negotiating process at our local board's expense is not acceptable.

I would appreciate your help in this matter by not supporting the Binding Arbitration Bill as it is currently being submitted.

Sincerely,

Susan Osterback  
President

  
cc: AEBSB Members  
Carl Rose, AASB

SERVING

AKUTAN

COLD BAY

FALSE PASS

KING COVE

NELSON LAGOON

SAND POINT

Dave Wilder  
3323 Dry Creek  
Port Alsworth, Alaska 99653  
April 19, 1989

Sen. Rick Uehling, Co-chair  
P.O. Box 5  
Juneau, Alaska 99811

Dear Sen. Uehling,

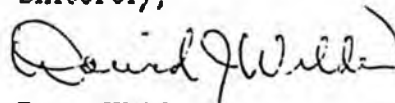
As an elected representative of the people of district 26, I would like to urge you to consider the issues involved in binding arbitration as it relates to our school districts ability to maintain local control and effectively control the finances that we are responsible for.

I understand that the bush caucus has made a stand opposing binding arbitration.

I fully believe the binding arbitration issue is an attempt by N.E.A. to gain more income and security for those they represent. In light of the legislatures current attempt at reducing spending and living within our means, it is reasonable to expect that binding arbitration would result in less money for education, reduced programs and reduced ability to travel and for coordination within our large district. We ask you to help preserve each school boards right to manage.

Thank you for your consideration.

Sincerely,



Dave Wilder

# SKAGWAY CITY SCHOOL

APR 25 1989

P.O. Box 497

• Skagway, Alaska 99840

• (907) 983-2960

April 21, 1989

Alaska State Capitol Building  
Pouch V  
Juneau, Alaska 99801

Dear Senator Uehling:

In 1977 I took my first superintendency in Skagway at a salary of \$28,000. In 1988-89 a starting teacher in Skagway earns approximately \$27,000. Personnel costs have doubled (including salary, health insurance and other benefits) in a short eleven year period.

The point is that present system works. The negotiating process has produced compromises and concessions by both sides. Skagway teachers have been treated fairly and enjoy competitive salaries and benefits when compared with their counterparts in Southeast Alaska while **LOCALLY ELECTED OFFICIALS HAVE RETAINED THE RIGHT TO MANAGE THE DISTRICT.**

**BINDING ARBITRATION IS A LOSER** in every respect! A vote in support of binding arbitration is a vote for higher salaries and benefits, higher educational costs, fewer course offerings, reduced programs and educational opportunities for children.

In sum, a vote for binding arbitration will hurt children.

Sincerely,



Gordon C. Tope  
Superintendent



1987 APR 18 1989

THE  
LAKE AND PENINSULA  
SCHOOL DISTRICT

P.O. Box 498  
King Salmon, Alaska 99613  
Phone (907) 246-4280



April 18, 1989

Senator Rick Uehling, Co-chair  
P.O. Box V  
Juneau, Ak. 99811

Dear Senator Uehling:

It is our understanding that CSSB15 may eventually come before the Senate Finance Committee during this legislative session.

CSSB15 (Binding Arbitration) is legislation that will seriously diminish local authority and control of schools by locally-elected School Boards.

During these times when local governments will be expected to take on more responsibility for funding required services, it does not make sense to hinder their authority to do so with legislation like CSSB15. The full effect of CSSB15 could require that local officials raise funds to meet the demands of an arbitrator who has no responsibility to the local voters.

The Lake and Peninsula School District School Board and Administration respectfully requests that you vote NO on CSSB15 if it comes before the Senate Finance Committee for consideration.

Sincerely,

A handwritten signature in cursive script that reads "Frank W. Hill".

Frank W. Hill  
Superintendent



Apr 25 1989

# RAILBELT SCHOOL DISTRICT

Drawer 280, Healy Alaska 99743 • (907) 683-2278

James W. Paul, Superintendent

The Honorable Rick Uehling  
Alaska State Senate  
P.O. Box V  
Juneau, AK 99811

April 21, 1989

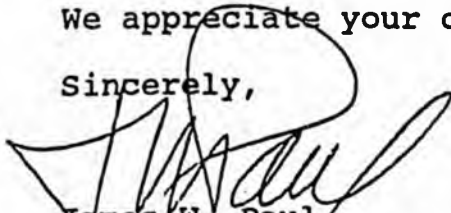
Dear Senator Uehling:

This letter is to reflect our serious opposition to the passage of HB 119, i.e. implementation of the findings of the McDowell Study on cost differentials for Alaska School Districts. The reasons are:

1. The primary fiscal data used for this study was budget data - not expenditure data.
2. The use of the earlier 1985 McDowell Study for cost of living is very questionable because:
  - a.) the data was not gathered on a school district basis and had to be "adjusted" accordingly
  - b.) it is doubtful that 1985 reaggregated cost of living data is a valid index for 1989 district personnel costs.
3. The questionnaire was worded such that there was inadequate comparability between districts. Specifically, different people interpreted the questions differently. In Fairbanks for example, rather than filling in the requested last actual purchase price for a specific item, they included what they thought was a typical purchase price.
4. When the personnel index was established using the inappropriate study mentioned in # 2 above, it was applied to some costs that are uniform across the state. An example would be if a district had a 1.5 personnel index - TRS, PERS, and benefit insurance costs were multiplied by the index - even though those costs do not change from district to district.
5. Last, actual cost calculations of non instructional expenditures per student tends to penalize currently efficient districts and give them a lower differential.

We appreciate your consideration on this matter.

Sincerely,

  
James W. Paul  
Superintendent

John A. Davis  
Superintendent

Sand Point City School District  
Box 269  
Sand Point, Alaska 99661

(907) 383-2395

★  
April 25, 1989

Dear Senator,

We are very concerned that the Legislature is moving quickly on the "binding arbitration" bill in the Senate. This bill is a special interest bill that will not improve education and will cost our state a considerable amount of money in higher salaries.

Our Board has worked hard to provide an excellent school program for our children and a fine working environment for our staff. We are responsible to our community for what we decide. If binding arbitration is passed as currently proposed we will lose that ability to have the final say over many significant decisions. The state statutes are now quite lengthy with regulations regarding teachers and their employment. Introducing an outside arbitrator removes us from the role we were elected for. We are the elected officials who were empowered to make the hard choices. When we do a poor job, we will be held accountable by our constituents.

Rural Alaska is just beginning to take full responsibility for developing educational organization to educate our children. We view binding arbitration as a mechanism that will reduce our ability to determine the future of our children's education. This is a relatively new opportunity for us; do not reduce that by supporting this legislation.

Do not support binding arbitration in its current form.

Sincerely,

*Janet Ludvick*

Janet Ludvick, President  
Sand Point City School Board

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 W. 11th St. • Juneau, Alaska 99801-1510 • (907) 586-1083

APR 25 1989

TO: Members of the Alaska State Senate

FROM: Gerald Moberg, Past President, AASB  
President, Railbelt School District Board

RE: CSSB 15 - Subject of Binding Arbitration

DATE: April 25, 1989

The damage to the education of Alaska's youth that will be caused by CSSB 15 will be very serious and long term. This NEA (teachers' union) bill championed by Senator Duncan will take away the rights of local school boards to determine the future of their budgets. Instead, an outsider will have control over the 80 to 85% of the educational funding. The NEA obviously knows this will be to their advantage or they wouldn't be working so hard to pass it.

The result of CSSB 15's passing could mean trading programs for higher employees' salaries. The school budgets have already been severely cut and so a trade of music or art or drama or athletic or other programs for wages could be in the future. I don't think that is a fair trade.

The future of Alaska's young people shouldn't be a pawn in this game.



MAY 2 1989

Sand Point City School District

Box 269

Sand Point, Alaska 99661

John A. Davis  
Superintendent

(907) 383-2393

April 25, 1989

\*

The Honorable Rick Uehling  
Alaska State Senate  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling,

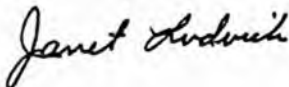
We are very concerned that the Legislature is moving quickly on the "binding arbitration" bill in the Senate. This bill is a special interest bill that will not improve education and will cost our state a considerable amount of money in higher salaries.

Our Board has worked hard to provide an excellent school program for our children and a fine working environment for our staff. We are responsible to our community for what we decide. If binding arbitration is passed as currently proposed we will lose that ability to have the final say over many significant decisions. The state statutes are now quite lengthy with regulations regarding teachers and their employment. Introducing an outside arbitrator removes us from the role we were elected for. We are the elected officials who were empowered to make the hard choices. When we do a poor job, we will be held accountable by our constituents.

Rural Alaska is just beginning to take full responsibility for developing educational organization to educate our children. We view binding arbitration as a mechanism that will reduce our ability to determine the future of our children's education. This is a relatively new opportunity for us; do not reduce that by supporting this legislation.

Do not support binding arbitration in its current form.

Sincerely,



Janet Ludvick, President  
Sand Point City School Board



MAY 1 1989

## RAILBELT SCHOOL DISTRICT

Drawer 280, Healy Alaska 99743 • (907) 683-2278  
James W. Paul, Superintendent

April 26, 1989

The Honorable Rick Uehling  
Alaska State Senate  
P.O. Box V  
Juneau, AK 99811

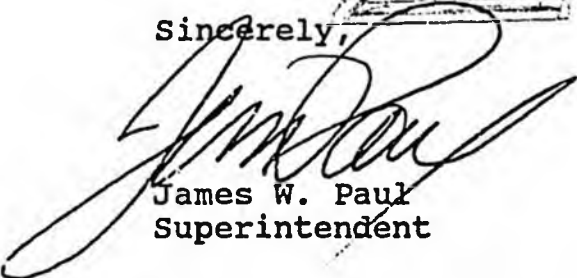
Dear Senator Uehling:

This is to express in the strongest possible terms our opposition to binding arbitration.

It is our belief that this would be fundamentally bad public policy - not only in the matter of predicted inflated costs both in terms of human and fiscal resources, but primarily in the loss of public control over education.

The current system is working!! The last strike was ten years ago. Our teachers in this state are paid well by any standard. Please think these points through carefully before changing our present system.

Sincerely,



James W. Paul  
Superintendent



# Lower Kuskokwim School District

JB 15

Board of Education  
P.O. Box 305 • Bethel, Alaska 99559  
907 543-4800 Ext. 812, 813

May 4, 1989

Senator Steve Frank  
Senate Finance  
Juneau, Alaska

Dear Senator Frank,

The Lower Kuskokwim School District Board of Education opposes binding arbitration in the negotiation process. I know that you are familiar with the arguments both in favor of and against binding arbitration but would like to address two points.

1) Last evening on national television U. S. Secretary of Education Cavazos spoke to the "national report card" on the nation's schools which was not complementary to the education received by our young people. One of the solutions that Dr. Cavazos suggested was more local control by local boards and parents of the education offered to our children. Certainly, binding arbitration in the negotiating process which places the decisions concerning salaries and conditions of employment in the hands of a "non local" third party, erodes that control.

2) The Lower Kuskokwim School District has the largest number of Alaska Native students who fall into Lau categories A and B in the State. Should an arbitrator award substantial salary increases to certificated staff, the majority of whom do not speak or understand the Yup'ik language, the ability of the school board to determine the number of Yup'ik speaking teacher aides and associate teachers required to provide a quality program to our Yup'ik speaking students would be seriously hampered. As we all are aware, a district's operating budget can only stretch so far.

Thank you for taking the time to read this letter and, on behalf of the LKSD Board, urge you to vote against binding arbitration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Harold Sparck".

Harold Sparck, Secretary  
Lower Kuskokwim School District  
Board of Education

# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street • Soldotna, AK 99669 • Phone 907/262-5846

April 6, 1989

APR 10 1989

Senator Rick Uehling  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Uehling,

During our recent AASB Legislative fly-in, we had scheduled a luncheon speaker who did not show. You very graciously consented to respond to some rather tough questions and certainly earned the admiration of all of us. During the walk back to the hotel I was able to share a few thoughts with you briefly. Those moments were also appreciated.

Full funding for education is still our top priority. We are at the cap and unable to go back to the taxpayer for additional funds should we be cut on the state level. HB233 would provide a stop gap, however, we support this bill with strong reservations. In no way would raising the cap enable us to absorb a cut in foundation funding. If the foundation is cut 5%, for example, and HB233 passes, we would be forced to ask the taxpayer for an additional mill of taxes, but still have to cut staff and programs to absorb the loss in state revenue. Our budget is bare bones, with no room to maneuver, no new programs, no new equipment for the fourth year in a row. I urge your support for full education funding.

The issue of binding arbitration is also of critical concern to us. I am heartened to learn of the amendments to SB15 that address the companion issues of tenure, contract expiration and release of staff in declining revenues. I still question the argument of the need for finality in bargaining for our staff. Granted, our last negotiations lasted two years, but in all fairness you need to look at why. After-all, it takes two to play the game, and you are only hearing one side. At the time negotiations started, our taxpayers were faced with a crashing economy, lost jobs, lost income, reduced wages, etc. I am sure you must recall the outcry. At that same time our teachers presented a package that included a 12% wage increase - that on the heels of negotiated increases totaling over 50% in a five year period of time. The public and our Assembly did not mince their words, they demanded a 10% cut back. We did go to advisory arbitration, and yes, the arbitrator found in our favor, reducing wages 5%, and increasing them again over a two year period of time. To this day we have complaints from the public about that award, for not rolling back wages more. I know we were lucky with that award. I have absolutely no confidence it would so occur again. In my view, the current system works just fine. I also think the record within the state of Alaska is rather clear, I enclose a graph which demonstrates my point. On the backside is the breakdown of our budget and where it is spent. We do not have room for increased costs - if an award is given to the union, where do I go for funds?

CSHB21 and SB235 that will limit class size or allow class size and workload to be negotiable. I would remind you of the Alaska Supreme Court decision of 1977 in *Kenai Peninsula Borough School District v. Kenai Peninsula Education Association* that found class size is not negotiable. This is a management right and needs to remain so. At a time when we are being told by the Legislature and the public to spend

- 2 -

responsibly, this legislation does not make sense.

In closing I would like to restate my continued strong opposition to binding arbitration and limiting of class size and strong support of full educational funding and the early retirement incentive for certificated staff.

Thank you for listening, again! Thank you for caring for kids.

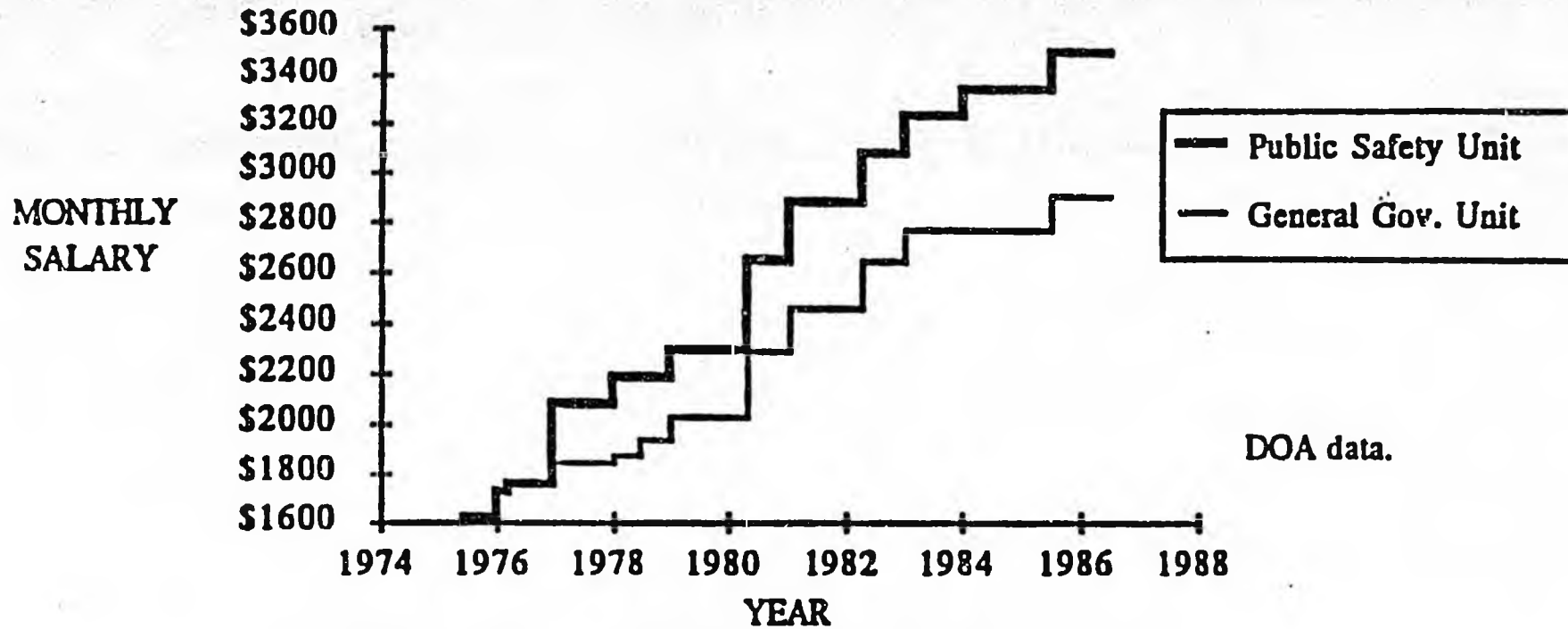
Very sincerely,

A handwritten signature in cursive script that reads "Mildred M. Martin". The signature is written in dark ink and is positioned above the typed name and address.

Mildred M. Martin, President  
Kenai Peninsula Borough School Board  
P.O. Box 2652  
Homer, Alaska 99603  
235-6652

Figure 9

### RANGE 16\* SALARY IN DIFFERENT BARGAINING UNITS



DOA data.

\*Public Safety salaries are range 76. When the units separated the new range 76 equated to range 16.

GMB 1-86

March 2, 1989

**Facts and impacts of the Educational Funding Issue.**

1. Funding for education is mandated in State Statute, under Title 14. Many areas of state funding is not so mandated.
2. The Kenai Peninsula Borough developed a "status quo" budget, only increases were those obligated by contract, such as salaries and health insurance costs, plus nominal staff increase required for the projected student increase.
3. Kenai Peninsula is at the funding cap. Very simply put, our local share already amounts to the 21 % allowed under state and Federal laws. Our local taxpayers cannot make up any shortfall from Juneau, but instead would realize a reduction in local share to maintain that 21% differential

**To demonstrate the impact:**

a 5% reduction of State revenue equates to a \$2,334,210 loss, plus, \$490,184 on the local level, in order to maintain the mandated 21% differential for a total loss of \$2,824,394, or an actual 6% reduction of our budget.

This would probably result in loss of staff, possible deletion of extra curricular and potential school closure, in order to accommodate such a loss of funds.

4. HB 233, that would raise the cap 2%, would enable us to tax the public 1 mill and generate about \$800,000. No way would this cover a cut in foundation funding. Not only would the taxpayer be paying more for education, but would receive less due to loss of staff and programs.

# SITKA SCHOOL DISTRICT

ACCREDITED BY THE NORTHWEST ASSOCIATION OF SECONDARY SCHOOLS & COLLEGES

FEB 20 1989



P. O. BOX 179 SITKA, ALASKA 99835

February 17, 1989

Dear Legislator:

Please take the time to look over the enclosed article that outlines the plight of the State regarding its union health insurance provisions.

As you contemplate the merits of binding arbitration and class size, please do not forget the comments of Governor Steve Cowper, House Speaker Sam Cotten, and Senate President Tim Kelly regarding the State's financial crisis.

As union memberships in the private sector shrink all across the Nation, why should the Legislature continue to grant the additional benefits to the National Education Association (NEA) that they did not get at the local school district's bargaining table? I seriously doubt that it's the Legislature's intent, in the words of Senator Kelly, to create an elite class of people.

Presently, it is legislative intent that school districts should not lay-off tenured teachers due to a lack of money (AS 14.20.175(b)). Please do not further tie the school districts' hands and throw back upon communities the additional burden of having to deal with the issues of binding arbitration and class size. These are, potentially, the two most expensive issues facing the Legislature and the citizens of Alaska this session. When studying these two areas, would you require a fiscal note as you would any bill having a direct financial impact upon the State?

Thank you for the opportunity to present this viewpoint.

Sincerely,

SITKA SCHOOL DISTRICT

Art Woodhouse  
Superintendent

Enclosures

# State health insurance: \$104 million

## Cowper seeks more money for state workers' coverage

By DAVID POSTMAN  
Daily News reporter

JUNEAU — State employees' top-of-the-line health insurance policy will cost \$104 million this year, \$20 million more than the state has budgeted to pay for it.

The plan costs the state an average of \$431 a month per employee, 520 percent more than it did a dozen years ago. It covers 90 percent of the costs of everything from plastic surgery to year-long stays in mental hospitals.

"We have the best plan. Everything is covered," said Chuck Taylor, deputy commissioner of the Department of Administration.

Because the policy costs more money than the state has appropriated for it, Gov. Steve Cowper is asking for a special appropriation of about \$20 million to pay for this year's increases. But Cowper, Taylor and legislative leaders say the health coverage may be too expensive for these days of limited money.

The state is locked into the plan through contracts with its labor unions. Those contracts call for the state to provide the same level of coverage even if the costs go up or there is less money to pay for the policy.

"There's not any consideration for what happens in a down economy," Cowper said at last week's budget summit with legislative leaders. "I think it's fair to say that this is just a situation nobody ever anticipated. If everything had kept going up it would have worked just fine."

But as costs skyrocketed, state income dropped and the state is now stuck with a boom-time health plan.

All full-time employees, including legislators, are

Please see Back Page, **INSURANCE**

## Too many demands on schools? Just say you-know-what

TEEN PREGNANCY, alcohol and drug abuse, child assault, suicide, AIDS, world market competitiveness: The list of problems the community expects schools to solve seems endless. They're worthy causes, yes. But each one in itself is daunting, to say the least, and no outside expert has stepped forward with answers to any of them. Yet, every lawmaker looks to the schools to solve the latest social ill. And every special interest group thinks its concern should be your schools' top priority.

I'm sick and tired of it all. It's high time school executives borrowed a phrase from former first lady Nancy Reagan: "Just Say No."

It seems to me that many of these lobbyists and mandators, as I sometimes call them, do a fine job of talking out of both sides of their mouths. Take state legislatures. They're quick to defend their meager financing of public education. They point to the stacks of dollars they put into public schools and ask why standardized test scores aren't higher. And now that they've gotten wind of the school reform movement, state legislatures are hopping aboard a fast-rolling bandwagon of public criticism of your schools. While lamenting falling test scores, lawmakers pass legis-

lation requiring schools to teach about AIDS or some other social problem. Why? I wonder. They don't seem to have any faith in the schools' ability to teach mathematics, English, social studies, science, or reading. Yet they believe we can turn the tide of AIDS, the worst health crisis to hit the world in modern times.

Members of the public fall into the same trap. They demand that your schools provide winning basketball and football teams, outstanding marching bands and debating teams. They expect you to deliver all of this, of course, at minimal cost to the taxpayer—and while you're at it, to charge rock-bottom prices for tickets to these events. When you go to the voters for financial help, the cry goes up that boards overpay administrators, teachers work only nine months a year, and schools waste money.

Yet, the same folks who demand that you live within your means are the first to march straight to a board member to lobby for new programs. Do they consider the cost? Do they consider that other precious commodity, classroom instruction time? Hardly.

When will legislatures (and "parents against paddling" and every other special interest group) figure out that the more time your teachers spend discussing teen pregnancy or adolescent suicide or some other important concern, the less time they have to teach math or science? When will community groups (and band parents and cheerleader parents and football parents and everyone else) understand that even with unlimited dollars, you can't buy more classroom time?

Here's when: They'll understand when you and your board unite against these lobbying efforts. They'll figure it out when you and your board Just Say No to programs your schools cannot provide.

That's right. If you can tell kids to say No to the peer pressure that might lead them astray, you can tell yourself and

your board to say No to the political pressures of individuals and groups. It's not that the causes aren't worthy or the requests aren't honest and sincere. They are. But the real truth is, you can't honor them all.

It would be wonderful if your schools could address every problem affecting families in this complex, problem-filled world. But schools are not able, and never will be able, to take the place of the family. My advice: Just Say No.

It would be nice if your schools could shoulder the burden of every well-meaning group that is attempting to solve a real problem. The truth is, your schools might or might not be able to help. You and your board need to look hard and long at how any new program would affect current programs. Would it dilute what you already are doing? Would it steal undue time from the academic program? My advice: Just Say No.

It might even be nice if people could count on a thorough investigation when they lodge a complaint or make a request. But you can't afford to conduct investigations every time you get a call—not if you want to spend much time teaching kids, that is. My advice? You guessed it: Just Say No.

I hardly need to tell you that you and your school board carry the responsibility of leading your school system. That means implementing policies and programs that benefit the greatest number of children. It means having the fortitude to fulfill the mission of your schools. It means charting the direction of the school system, even if your chart takes you through some rough political waters.

Not everyone will agree with the direction you take. But if you and your board say No to programs and ideas that take you off course or prolong the journey, then your schools have a far greater chance of reaching your destination. Your schools' objective is to launch well-educated students into the world. And when you do that, you can say with pride, "Mission accomplished." ■



Richard J. Caster is assistant superintendent, Newark (Ohio) City Schools.

# Future of Labor Unions in Public Sector Includes More Growth and Competition

by Peter Spinelli, Esq.

This article is based upon Mr. Spinelli's speech presented at the ANCA Conference in Orlando, Florida. Mr. Spinelli is a labor lawyer in the law firm of Morris, Beach, Wilson, and Lerner, P.A., in New York City.

The statistics clearly demonstrate that the future for labor unions in the public sector is extremely bright. The "good news" resulting from this is that those of us who are employed in the public employment labor relations field should enjoy some substantial measure of job security in both the short and long term.

In fact, due to the decline of unions in the private sector, many industrial relations experts are seeking employment in the public sector. Unfortunately, many of them are finding difficulty matching their private sector salaries and understanding of the many critical differences between public and private employment.

We have already seen many traditionally private sector unions seek out public sector employees. The Communication Workers of America (CWA) now represents over 42,000 employees, with six large units in New Jersey and one in California. The Teamsters represent over 9,000 public workers in 11 bargaining units. The Service Employees International Union (SEIU) now represents 14,000 public sector employees.

With few exceptions, these private sector unions are not equipped to deal with the significant differences between the public and private sector labor scene, including (1) the impact of legislation affecting public employees; (2) the effect of politics; (3) the impact of no-strike legislation; and (4) the increasing demand made by public employees for "service" from a labor organization.

The "bad news" resulting from this increase in public sector union activity is that the job of

the personnel director in public employment will become a lot more difficult for a number of reasons - some traditional, some new.

First, every public employee who is in a union really has two labor agreements: one negotiated for him by his union, and a second passed in the form of legislation by the State. Second, with more organizing activity in the public sector, there will be more bargaining units. There tends to be more factionalization of units in the public sector than in the private. Third, an increase in the number of organized employees will result in more powerful unions and in more competition between unions. Fourth, we have all seen an increase in the intervention of politics into the collective bargaining arena, and this complicates matters tremendously.

## Regular Increases

With the exception of 1981 and 1982, the number of government workers has increased every year since World War II. Fifty-two percent of these government employees work in education. Along with the rise in the number of employees comes a rise in wages. For the period from 1984 to 1985, where the number of employees rose to 16.4 million in the public sector (an increase of 2.5%), pay roll costs for governments increased by 9.7% - showing a real gain for public sector workers.

We all know that unions are losing ground

(continued on page 4)

(continued from page 3)

in the private sector, but the actual numbers are staggering. In 1946, 35% of the private sector work force was organized. This number was cut almost in half, to 18% by 1985 and is even lower today. By way of contrast, whereas in 1960 one of 20 union members was a public employee, today one of every three union members is a public employee.

## Salary Differences

A New York Times article of March 7, 1987 recorded the salary differences for 1986 between public and private sectors. Increases in the private sector averaged 3.2%, while they averaged 5.7% in the public sector. This is due to a number of factors. Only 15 states will have no collective bargaining laws for their public employees.

Also, the demand for concession bargaining that is now facing private sector took its toll on the public sector ten years ago. Further, there is a certain amount of "political leverage" extant in the public sector since the public services cannot be shut down or eliminated. Finally, public sector unions can "look at the books" because of freedom of information laws, thus resulting in much more intense - and often more expensive - bargaining.

From 1970 to 1986, the number of private sector unionized employees dropped from 16.5 million to 12 million, while in the public sector the number rose from 4 million to 5.75 million. Out of this number, 2.3 million were employed in bargaining units of more than 1,000 employees.

On September 22, 1986, Business Week magazine noted a marked difference in the increases given in the public and private sectors between the years 1982 and 1986. During that time frame,

increases in the private sector went down from 7.1% (1982) to 3.5% (1986). In the public sector, the increases went down from 8.75% to 5.75%, although teachers fared better with increases going from 9.1% to 6.75%. All in all, while wages declined during the four-year period, public employees, and particularly teachers, remained better off. Another comparison shows that for the three-year period between 1983 and 1986, teachers averaged 21% in increases, while private sector employees averaged only 13%.

One reason for this increase in wages in the public sector, in addition to unionization, is that public sector employees are still playing some "catch-up" with respect to their wage and salary levels. Public employees average under \$9 per hour, which is one-third less than their private sector counterparts. Also, only 2% of labor agreements in the public sector have automatic cost of living adjustment clauses, while private sector union contracts have these clauses in 46% of the agreements.

## Percent of Total Members

In 1976, 2 million government workers accounted for 15% of the AFL-CIO membership. Ten years later, 3.5 million government workers accounted for over 26% of AFL-CIO members. In 1985, the American Federation of State, County and Municipal Employees (AFSCME) spent \$6,000,000 to organize 37,000 state workers in Ohio. This resulted in a three-year labor agreement with more than 19% in wage increases.

AFSCME has also gotten involved in politics, supporting Republican Tom Kean for governor in New Jersey. Their successful support of his election bid resulted in a new contract for state health workers providing for 16% over three

(continued on page 5)

# Pelican School District

P.O. Box 603 • Pelican, Alaska 99832  
Phone (907) 735-4411

MAY 1 1989

25 April 89

TO: Legislators for State of Alaska

FROM: Steve Gage, *S* President, Board of Education  
Ken Siderius, *KS* Superintendent of Schools

SUBJECT: Public School Funding

From FY86 through FY89, Pelican City Schools have experienced a reduction of 15.23% per ADM unit in school funding.

This reduction has eroded the programs and services provided for our students. In some areas we are just able to provide the basic education requirements.

Our district requests your support of House Bill 185. This support would allow us to start upgrading our programs to previous levels.

Thank you.



5/5/89

# STATE OF ALASKA THE LEGISLATURE

POUCH Y STATE CAPITOL  
JUNEAU, ALASKA 99811  
907 465 3800

## LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

April 28, 1989

SUBJECT: Binding arbitration for teachers  
(CSSB 15(HESS))

TO: Senator Paul Fischer  
Chairman  
Senate HESS Committee

FROM: John B. Gaguine  
Legislative Counsel

*JBG ky  
TB coole*

You have asked about the constitutionality of a proposal contained in the draft of CSSB 15(HESS) that would require school districts and REAAs to submit to compulsory binding interest arbitration if the district or REAA and its teachers are not able to reach a collective bargaining agreement through negotiations. Although several states have held similar provisions unconstitutional, the majority of state courts to consider challenges to such arbitrations laws have upheld them. It is my opinion that the Alaska courts would follow the majority rule, and would uphold the proposed provision if it were enacted and were challenged.

Dave Moses of your office mentioned five states that have voided such statutes: South Dakota, Colorado, Utah, Ohio and California. The state supreme courts of South Dakota, Colorado and Utah issued their decisions in the mid-1970s, and as far as I can tell those decisions have not been overruled. City of Sioux Falls v. Sioux Falls Firefighters, Local 814, 234 N.W.2d 35 (S.D. 1975); Greeley Police Union v. City Council of Greeley, 553 P.2d 790 (Colo. 1976); Salt Lake City v. International Ass'n. of Firefighters, Local 1645 et. al., 563 P.2d 786 (Utah 1977). The Ohio Supreme Court issued such a decision last November; however, three of the seven justices dissented vigorously, one justice in the majority expressed misgivings about the decision. City of Rocky River v. State Employment Relations Bd., 530 N.E.2d 1 (Ohio 1988), reh'ng. granted, \_\_\_ N.E.2d \_\_\_ (1989). In February of this year the court voted to rehear the case. The continuing validity of the decision is therefore in doubt.

Senator Paul Fischer  
Page 2  
April 28, 1989

California, to the best of my knowledge, is not among this group. A 1974 California Supreme Court decision expressly upheld a statute requiring binding arbitration between a municipality and its firefighters. Among the other state supreme courts that have upheld compulsory binding arbitration statutes are those of New York, Massachusetts, Wyoming, Rhode Island, Michigan, Washington (overruling an earlier decision to the contrary), Wisconsin, Maine, New Jersey, and Oregon. See Annot. 68 A.L.R.3d 885.

Challenges to compulsory binding arbitration statutes generally rely on a theory of unconstitutional delegation of power. It is argued that the setting of terms and conditions of employment (sometimes including wages, and sometimes not) is a legislative function of the local governing body (usually), and that that body cannot be required to cede the function to an arbitrator. The supreme courts of South Dakota, Colorado, Utah and Ohio agreed with this argument. (In the case of South Dakota and Colorado, however, the court cited specific anti-delegation constitutional provisions that have no equivalent in the Alaska Constitution.) Most of the courts that have considered the argument, however, have not agreed; see states cited above. Since the Alaska Supreme Court has not adopted a restrictive view of delegation of power, see, e.g., Walker v. Alaska State Mortgage Association, 416 P.2d 245 (Alaska 1966), I would expect it to disagree with this argument, too.

JG:lmb  
L7/079

APR 17 1989



# Matanuska-Susitna Borough

P.O. BOX 1608, PALMER, ALASKA 99645-1608 • PHONE 745-9682

BOROUGH MAYOR

April 14, 1989

The Honorable Paul Fischer  
Alaska State Senate  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

For your information and review, enclosed are copies of resolutions recently passed by the four boroughs of Anchorage, Fairbanks, Kenai and Matanuska-Susitna at their joint meeting of April 8, 1989. The resolutions are:

A RESOLUTION BY THE RAILBELT COALITION REQUESTING THE STATE OF ALASKA TO REQUIRE AT LEAST A FOUR MILL TAX LEVY IN THE UNORGANIZED BOROUGH TO AID EDUCATION FUNDING.

A JOINT RESOLUTION OF THE FOUR BOROUGHS OF THE RAILBELT AREA RELATING TO THE ALASKA RAILROAD CORPORATION.

A JOINT RESOLUTION OF THE FOUR BOROUGHS OF THE RAILBELT AREA RELATING TO BINDING ARBITRATION.

Each of these issues is important and essential to the residents of the four boroughs and we urge and encourage your careful review and consideration of each of them. Thank you for your efforts on our behalf.

Sincerely,

A handwritten signature in cursive script that reads "Dorothy A. Jones".

Dorothy A. Jones  
Mayor, Matanuska-Susitna Borough  
Chairman, Railbelt Coalition

th  
Enclosures

By: The Railbelt Coalition  
Introduced: April 8, 1989  
Approved: April 8, 1989

A JOINT RESOLUTION OF THE FOUR BOROUGHS OF THE RAILBELT AREA  
RELATING TO BINDING ARBITRATION

WHEREAS, "Negotiations By Public School Employees" (Binding Arbitration) has been introduced in the Alaska State Legislature; and

WHEREAS, by mandating binding arbitration, the Alaska State Legislature is taking local control of education out of the hands of local officials and local voters and into the hands of an outside entity; and

WHEREAS, in any case of binding arbitration, the arbitrator will usually rule in favor of the workers since his or her job is to resolve wage disputes; and

WHEREAS, in most cases, where binding arbitration exists for public workers, including teachers, the result has been the expenditure of more funds for salaries; and

WHEREAS, the people of the State of Alaska contribute millions of dollars in taxes toward education; and

WHEREAS, there is great concern that the Alaska State Legislature will reduce education funds, revenue sharing and municipal assistance; and

WHEREAS, binding arbitration absolves a local governing body from responsibility to fund and administer a negotiated contract.

NOW, THEREFORE, BE IT RESOLVED that the Railbelt coalition strongly opposes compulsory binding arbitration as a final step in collective bargaining in general.

BE IT FURTHER RESOLVED that copies of this resolution shall be sent to Steve Cowper, Governor, State of Alaska, David G. Hoffman, Commissioner of the Department of Community and Regional Affairs and all legislators representing the Railbelt Coalition.

PASSED AND APPROVED THIS 8TH DAY OF APRIL, 1989

MUNICIPALITY OF ANCHORAGE

By *Harold Agner*

KENAI PENINSULA BOROUGH

By *Tom U. Skjott*

FAIRBANKS NORTH STAR BOROUGH

By *Juanita Lewis*

MATANUSKA-SUSITNA BOROUGH

By *Barbara A. Jones*

By: The Railbelt  
Coalition  
Introduced: April 8, 1989  
Approved: April 8, 1989

A RESOLUTION BY THE RAILBELT COALITION REQUESTING THE STATE OF ALASKA  
TO REQUIRE AT LEAST A FOUR MILL TAX LEVY IN THE UNORGANIZED BOROUGH TO  
AID EDUCATIONAL FUNDING

WHEREAS, the Legislature is demanding that municipalities pay  
their own way; and

WHEREAS, revenue sharing, municipal assistance, and  
educational funding have taken and are taking massive cuts; and

WHEREAS, Rural Education Attendance Areas contain 12% of the  
state's students but consume 25% of the state education budget; and

WHEREAS, the state statutes (14.17.025) require a local  
contribution to a city or borough school district of at least the  
lesser of:

- (1) "the equivalent of a four mill tax levy on the full and  
true value of the taxable real and personal property in  
the district as of January 1 of the second preceding  
fiscal year..." or
- (2) "thirty-five percent of the district's basic need for  
preceding fiscal year..."

NOW, THEREFORE, BE IT RESOLVED that in order for all areas of  
Alaska to pay their fair share of educational costs, the Railbelt  
Coalition recommends the Alaska State Legislature enact at least a 4  
mill property tax equivalent in the unorganized borough.

BE IT FURTHER RESOLVED that copies of this resolution shall  
be sent to Steve Cowper, Governor, State of Alaska, David G. Hoffman,  
Commissioner of the Department of Community and Regional Affairs and all  
legislators representing the Railbelt Coalition.

PASSED AND APPROVED THIS 8TH DAY OF APRIL, 1989

MUNICIPALITY OF ANCHORAGE

By *Hetherington*

FAIRBANKS NORTH STAR BOROUGH

By *Juanita Glenn*

KENAI PENINSULA BOROUGH

By *Sam U. Skjott*

MATANUSKA-SUSITNA BOROUGH

By *Kareddy A. Jones*

By: The Railbelt  
Coalition  
Introduced: April 9, 1989

A JOINT RESOLUTION OF THE FOUR BOROUGHES OF THE RAILBELT AREA  
RELATING TO THE ALASKA RAILROAD CORPORATION

WHEREAS, AS 42.40.910 provides that the Alaska Railroad Corporation "exists for the benefit of the people of the state, for their well-being and prosperity, and for the improvement of their social and economic conditions."; and

WHEREAS, according to AS 42.40.010, the Alaska Railroad Corporation has a legal existence independent and separate from the state; and

WHEREAS, the Alaska Railroad Corporation has complete and absolute control over its property; and

WHEREAS, while the Alaska Railroad would not hesitate to request funds from the State, if needed, but does not deposit any of its profits into the General Fund; and

WHEREAS, the State Legislature is considering reducing funds for municipal assistance, revenue sharing and education; and

WHEREAS, the Alaska Railroad Corporation has previously maintained its crossings and is now taking an antagonistic attitude with municipalities and property owners along its route in relation to railroad crossings and adjacent property; and

WHEREAS, the Alaska Railroad Corporation provides subsidies to certain shippers and not others and competes unfairly with private transportation modes because it does not have to pay taxes; and

WHEREAS, the Alaska Railroad corporation has increased easement and permit costs, maintenance costs, in some cases, blocked railroad crossings in communities, threatened to close roads unless crossing maintenance fees are paid, and generally is assessing unfair charges to communities and local citizens.

NOW, THEREFORE, BE IT RESOLVED that if the legislature does not wish to allow municipalities to tax the Alaska Railroad Corporation, the Governor or the Alaska Railroad Corporation Board of Directors are requested to:

- (1) reduce or eliminate the costs of maintaining railroad crossing to municipalities and private land owners;
- (2) use Alaska Railroad Corporation profits to maintain railroad crossings.

BE IT FURTHER RESOLVED that copies of this resolution shall be sent to Steve Cowper, Governor, State of Alaska, David G. Hoffman, Commission of the Department of Community and Regional Affairs and all legislators representing the Railbelt Coalition.

PASSED AND APPROVED THIS 8TH DAY OF APRIL, 1989

MUNICIPALITY OF ANCHORAGE

By *Heather Ryan*

FAIRBANKS NORTH STAR BOROUGH

By *Juanita Sherris*

KENAI PENINSULA BOROUGH

By *John V. Skogstad*

MATANUSKA-SUSITNA BOROUGH

By *Dorothy A. Jones*

# Kake City School District

P.O. BOX 450  
KAKE, ALASKA 99830  
(907) 785-3741

APR 20 1989

## KAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

Resolution 89-2  
Local Control

WHEREAS, the Alaska Legislature has delegated primary responsibility for providing public education to local School Boards and has acknowledged that Alaska School Districts shall be operated under the management and control of local School Boards and,

WHEREAS, it is the mission of all school boards to provide the best quality public education; and,

WHEREAS, the Kake City School District Board of Education believes that Alaska's system of local School Board governance is one of the purest examples of democracy in action today; and,

WHEREAS, School Boards are held accountable for public education by the public they serve;

NOW, THEREFORE BE IT RESOLVED, that the Kake City School District Board of Education encourages the Legislature of the State of Alaska to refrain from passing legislation that will diminish the powers allocated to local boards.

This resolution adopted the Regular School Board Meeting held on March 14, 1989.

# *Kake City School District*

P.O. BOX 450  
KAKE, ALASKA 99830  
(907) 785-3741

## KAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

### Resolution 89-3 Teacher Tenure

WHEREAS, the quality of teaching is important in the development of strong educational programs in the State; and,

WHEREAS, Two years is often not long enough to adequately evaluate the capability of a teacher prior to granting tenure;

NOW, THEREFORE BE IT RESOLVED, that the Kake City School District Board of Education recommends to the Legislature that AS 14.20.150 (a) and (b) be amended by substituting five years for two years as the requirement for obtaining tenure in the school systems of the State of Alaska.

# *Kake City School District*

P.O. BOX 450  
KAKE, ALASKA 99830  
(907) 785-3741

## KAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

### Resolution 89-4 Tenured Staff Reduction When Revenues Decline

**WHEREAS**, School Districts are faced with budget reductions; and

**WHEREAS**, certificated staff may be non-retained due to declining enrollments, but not due to declining revenues; and,

**WHEREAS**, this often places teachers in grade levels or subjects areas for which they have insufficient preparation; and,

**WHEREAS**, districts, in order to deal with declining revenues, need the authority to reduce staff due to a lack of funds;

**NOW THEREFORE BE IT RESOLVED**, that the Kake City School District Board of Education promotes necessary legislation allowing districts to reduce certificated personnel due to reductions in funding.

This Resolution was adopted at regular school board meeting 3/14/89

# *Kake City School District*

P.O. BOX 450  
KAKE, ALASKA 99830  
(907) 785-3741

## KAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION

### Resolution 89-5 Binding Arbitration

**WHEREAS**, binding arbitration removes decision making from the locally elected school boards and puts it in the hands of an outside entity; and,

**WHEREAS**, binding arbitration allows a third party to determine the salaries of school district employees who bargain collectively and benefits and conditions of employment; and,

**WHEREAS**, the impact of binding arbitration would reduce the quality of education; and,

**WHEREAS**, the impact of an arbitration's decision could reduce the quality of education; and,

**WHEREAS**, it is the elected school board's responsibility to determine the expenditure of public funds;

**NOW, THEREFORE BE IT RESOLVED**, that the Kake City School District Board of Education opposes any legislative remedy which includes binding arbitration as a final step in collective bargaining.

This Resolution was adopted at the Regular School Board meeting on 3/14/89.

# KLAWOCK CITY SCHOOL DISTRICT

MORRIS D. VERVERS  
Superintendent

P. O. Box 9  
Klawock, Alaska 99925  
APR 17 1989

April 11, 1989

Mr. Paul Fischer  
HOUSE FINANCE COMMITTEE  
Alaska State Legislature  
P. O. Box V  
Juneau, Alaska 99811

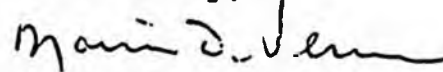
Dear Mr. Fischer,

Enclosed are two resolutions adopted by the Klawock City Council. These resolutions were adopted at a City Council Meeting on March 27, 1989.

Similar resolutions have been passed by the Klawock City School District Board of Education. Of all of these issues faced by the legislature we feel that these have the most dramatic impact on quality education in our community.

We urge your support of SB 179 and HB 185 which changes the funding formula for dual and single site districts. We also urge the defeat of SB 15, the passage of which would only intensify the financial difficulties being experienced by our district.

Yours Truly,

  
Morris D. Ververs,  
SUPERINTENDENT

MDV:pms  
enclosures - 2

CITY OF KLAWOCK

RESOLUTION SUPPORTING STATE FUNDING FORMULA  
CHANGES FOR SINGLE AND DUAL SITE SCHOOL DISTRICTS

AS SPECIFIED IN SB 179 AND HB 185

Whereas, a new funding formula for Alaska Public Schools was enacted in 1987, and

Whereas, it has been recognized since passage in 1987 that inequities may exist and be corrected after implementation, and

Whereas, an analysis of audited financial data and of school-district programs shows inequities in funding and in student programs for single and dual site school districts under 3,000 students.

Therefore Be It Resolved that the City of Klawock strongly supports immediate changes in the foundation formula for Alaska Public Schools to reduce inequities in funding to single and dual site school districts, and

Be it further resolved that the City of Klawock strongly supports SB 179 and HB 185 as a means to correct the existing inequities.

Adopted this 21st day of March, 1989 by the Klawock City Council.

*Paul Williams*  
Mayor, City of Klawock

3-27-89  
Date

CITY OF KLAWOCK

RESOLUTION IN OPPOSITION TO SB 15

Whereas, the existing negotiations law permits elected officials the final say in local control issues, and

Whereas, the proposed language in SB 15 would take away this local control and put the final decision in the hands of an arbitrator, and

Whereas, the person making the final decisions would not have to live with the outcome of the decision.

Therefore be it resolved, that the City of Klawock urges the legislature to focus on issues that would enhance public education in the State of Alaska rather than those that are being promoted by interest other than those of quality education, nd

Be it further resolved that the City of Klawock, in the interest of local control of public education, urges the defeat of SB 15.

Adopted this 21st day of March, 1989 by the Klawock City Council.

*David Williams*  
Mayor, City of Klawock

3-27-89  
Date:

# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street • Soldotna, AK 99669 • Phone 907/262-5846



April 18, 1989

APR 21 1989

Senator Paul Fischer  
Alaska State Senate  
P.O. Box V  
Juneau, AK 99811-3100

Dear Senator Fischer:

The Kenai Peninsula Borough School District Board of Education would like to thank you for the excellent manner in which you have dealt with SB 15, one of the more controversial issues before this session of the Alaska Legislature.

Your efforts at having opposing parties to meet to discuss the merits of this issue is certainly commendable. In addition, your request that these substantive issues of HB 198, HB 199, and HB 200 be handled during the process of discussion on SB 15 is certainly noteworthy.

The Board of Education wants you to know that it feels you have taken the right approach in dealing with these issues. Thank you for your efforts.

Sincerely,

Fred Pomeroy  
Superintendent

bj

cc: Representative Sam Cotton  
Senator Tim Kelly  
Senator Jim Duncan  
Senator Albert Adams  
Senator Lloyd Jones  
Senator John Binkley  
Senator Rick Uehling  
Representative Lyman Hoffman  
Representative Ron Larson

APR 17 1989



# PUBLIC SERVICE RESEARCH COUNCIL

SUITE 600 • 8330 OLD COURTHOUSE ROAD • VIENNA, VIRGINIA 22180 • (703) 790-0700

## OFFICERS

MRS. CAROL APPLIGATE  
Chairman of the Board

DAVID Y. DENHOLM  
President

REVEREND FREDERICK FOWLER, III  
Secretary-Treasurer

April 14, 1989

The Honorable Paul Fischer  
Alaska State Senate  
State Capitol  
Juneau, Alaska 99811

Dear Senator Fischer:

As a member of the Alaska Senate, you may soon be considering Senate Bill No. 15, the controversial proposal which would impose a system of compulsory binding arbitration in the case of negotiation impasses affecting public education employees.

On behalf of our Alaska membership, I strongly urge you to oppose Senate Bill 15.

Compulsory binding arbitration completely destroys the concept of citizen control over the delivery of vital public services by turning over all decision-making power to a third party who is totally unaccountable to the citizenry involved.

I am enclosing supportive material, including an Issue Analysis prepared by the Research Department of the Public Service Research Council. This study points out many of the disadvantages and illogic of public sector binding arbitration legislation.

Thank you for your consideration of the enclosed. I would very much appreciate hearing from you in regard to your own feelings about the extension of binding arbitration in the public sector in general and concerning SB 15 in particular.

Sincerely,

Roman K. Rice  
Director of Legislative Affairs

RKR:cg

Enclosures

Issue Analysis  
Newspaper articles

# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street • Soldotna, AK 99669 • Phone 907/262-5846



APR 10 1989

April 6, 1989

Senator Paul Fischer  
P.O. Box V  
Juneau, Alaska 99811

Dear Paul:

First, I would like to thank you for expeditiously moving the "School Calendar" bill through the Senate. I appreciate your efforts.

Secondly, I appreciate the way you have approached Senate Bill 15. I believe your notion of putting SB 198, 199, and 200 into a subcommittee is right on target. It is my opinion that these issues are certainly appropriate for discussion within the total context of labor relations and binding arbitration in particular.

As you are well aware, the Board of Education and the administrative staff continue to have your concerns with the binding arbitration concept. Obviously, we would hope that SB15 would not emerge from the Senate HESS committee.

We were certainly disappointed to see that HB 21, which relates with class size and teacher workload, passed the House. Again, I have grave concerns with this bill. First, this type of legislation flies in the face of "local control" of schools. Secondly, the potential financial impact on a school district operation could be significant for the six districts that are facing the "cap." The situation is further compounded if forced to negotiate class size and ultimately be bound by very specific guidelines in this area.

Again, I would solicit your support in defeating this piece of legislation. I fail to see how passage of this bill would be in the best interest of this school district and its students.

Thank you for your assistance. I hope the balance of the session goes well for you.

Sincerely,

Dr. Fred Pomeroy  
Superintendent

By: Joe Ryan  
Chris Birch  
Introduced: 04/13/89  
Adopted: 04/13/89

**RESOLUTION NO. 89-039**

**A RESOLUTION OPPOSING SB 15 RELATING TO BINDING  
ARBITRATION FOR PUBLIC SCHOOL EMPLOYEES**

WHEREAS, SB 15 relating to negotiations by public school employees (binding arbitration) has been introduced in the Alaska State Legislature; and

WHEREAS, by mandating binding arbitration, the Alaska State Legislature is taking local control of education out of the hands of local officials and the people of the Fairbanks North Star Borough and putting it in the hands of an outside entity; and

WHEREAS, in an case of binding arbitration the arbitrator will rule in favor of the workers since his or her job is to resolve wage disputes; and

WHEREAS, in most cases, where binding arbitration exists for public workers, including teachers, the result has been the expenditure of more funds for salaries; and

WHEREAS, the people of the Fairbanks North Star Borough already contribute 22.8 million dollars toward education; and

WHEREAS, there is great concern that the Alaska State Legislature will reduce education funds, revenue sharing and municipal assistance.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks North Star Borough Assembly strongly opposes compulsory binding arbitration as a final step in collective bargaining in general and specifically opposes SB 15.

BE IT FURTHER RESOLVED that copies of this resolution shall be sent to the Honorable Steve Cowper, Governor of the State of Alaska and all members of the Interior Delegation.

PASSED AND APPROVED THIS 13TH DAY OF APRIL, 1989.

*Clint Buell*

\_\_\_\_\_  
Presiding Officer

ATTEST:

*Mona Lee Prester*

\_\_\_\_\_  
Clerk of the Assembly

April 10, 1989

APR 11 1989

Shirley A. McCoy, Vice Pres. Sitka School Board  
1938 Dodge Circle Drive  
Sitka, Alaska 99835

Representative Ben Grussendorf

Reference: Binding Arbitration, SB 15

Dear Ben

I am just completing my sixth year on the Sitka School Board. For the past four years I have served as vice president. This is the last year on my second term.

Both campaigns for my seat on the board were highly competitive. In both elections I won with a fairly large margin of votes.

Both times NEA Sitka encouraged and supported candidates to run apposed me due to my outspoken stand against issues such as binding arbitration. I learned of this from their own members.

I feel I was voted in office and retained my seat because I'm for the people. NEA is first a union looking out for its own.

The voters want elected officials that have the strenght and courage to make decisions for their community, not an outsider (arbitrator) that will come in, tell them what to do, leave while we stand around wondering how it can be acomplished.

I know your background as a teacher and that your wife, Karen, is still in teaching. I would ask you to be sure your stand in this matter is one Alaskans can live with not what NEA wants.

Please listen to the testimony of the people who have been there. Vote for all the people you represent.

Sincerely



Shirley A. McCoy, Vice Pres.

CC: Sen. Paul Fischer  
Sen. Jim Duncan  
Sen. Dick Elison

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Heath, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIQ MISSION

COUNCIL

DIOMEDE

ELIM

GAMBELL

GOLOVIN

KOYUK

SAINT MICHAEL

SAVOONGA

SHAKTOOLIK

SHISHMAREF

STEBBINS

TELLER

UNALAKLEET

WALES

WHITE MOUNTAIN

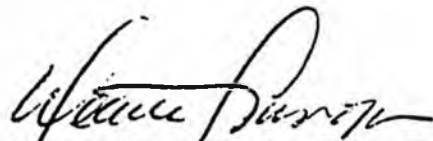
Dear Senator Fischer:

I am a member of the school board of the Bering Strait School District. I strongly oppose changing the current laws regarding teacher negotiations. The main change that is being proposed is found in Committee Substitute for Senate Bill 15 which provides for binding arbitration.

It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Weaver Ivanoff, 1st Vice-President  
Bering Strait School Board  
P.O. Box 113  
Unalakleet, Alaska 99684

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624 3611

March 27, 1989

APR 04 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIK MISSION

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I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Clifford Weylouanna, President  
Bering Strait School Board  
P.O. Box 74  
Shishmaref, Alaska 99772

March 27, 1989

APR 03 1989

Senator Paul A. Fischer  
Chairman of Heath, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

MISSION

Dear Senator Fischer:

E

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F MICHAEL

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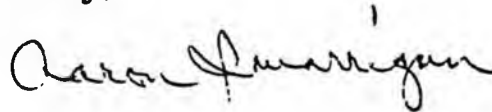
VALAKLEET

IALES

WHITE MOUNTAIN

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Aaron Iworrigan, 2nd Vice-President  
Bering Strait School Board  
P.O. Box 51  
Gambell, Alaska 99742

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIG MISSION

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Dear Senator Fischer:

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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Arlene Ongtowsruk, Member  
Bering Strait School Board  
P.O. Box 1  
Unalakleet, Alaska 99684

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIG MISSION

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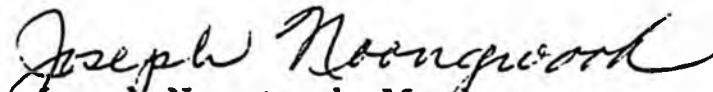
Dear Senator Fischer:

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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Joseph Noongwook, Member  
Bering Strait School Board  
P.O. Box 28  
Savoonga, Alaska 99769

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

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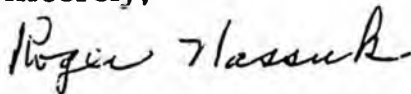
Dear Senator Fischer:

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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Roger Nassuk, Member  
Bering Strait School Board  
P.O. Box 36  
Koyuk, Alaska 99735

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3811

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIG MISSION

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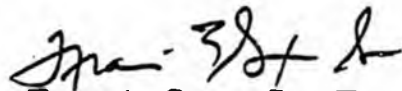
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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Francis Soxie Sr., Treasurer  
Bering Strait School Board  
P.O. Box 1  
Unalakleet, Alaska 99684

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Heath, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIK MISSION

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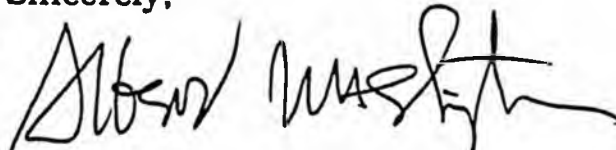
Dear Senator Fischer:

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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Albert Washington, Secretary  
Bering Strait School Board  
P.O. Box 21  
St. Michael, Alaska 99769

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Heath, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIG MISSION

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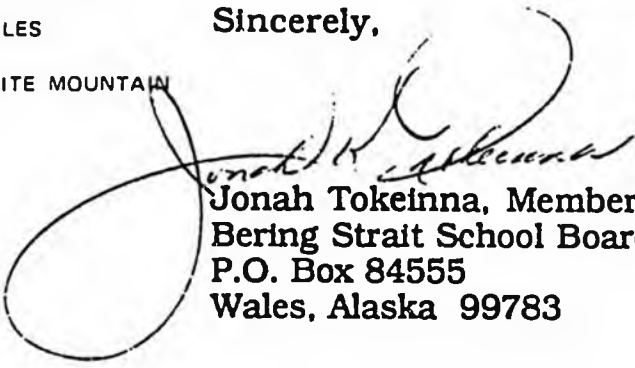
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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Jonah Tokenna, Member  
Bering Strait School Board  
P.O. Box 84555  
Wales, Alaska 99783

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIQ MISSION

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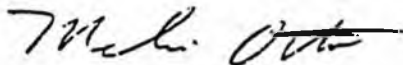
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It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Melvin Otton, Member  
Bering Strait School Board  
P.O. Box 43  
Koyuk, Alaska 99735

DISTRICT OFFICE

# BERING STRAIT SCHOOL DISTRICT

P.O. BOX 225

UNALAKLEET, ALASKA 99684

(907) 624-3611

March 27, 1989

Senator Paul A. Fischer  
Chairman of Health, Education & Social Services  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

BREVIG MISSION

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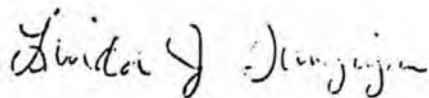
Dear Senator Fischer:

I am a member of the school board of the Bering Strait School District. I strongly oppose changing the current laws regarding teacher negotiations. The main change that is being proposed is found in Committee Substitute for Senate Bill 15 which provides for binding arbitration.

It is my responsibility as an elected school board member to ensure that a quality educational program is provided to the students of our district. The allocation of funds is the most important decision to be made in meeting this responsibility. Binding arbitration places that decision power in a disinterested third party who is not accountable to the electorate.

I urge you to do all you can to prevent the passage of Committee Substitute for SB 15.

Sincerely,



Linda Tunglyan, Member  
Bering Strait School Board  
P.O. Box 57  
Gambell, Alaska 99742



**Greater Ketchikan Chamber of Commerce**  
P.O. Box 5957, Ketchikan, Alaska 99901  
(907) 225-3184

March 29, 1989

Senator Paul Fischer, Chairman  
Health, Education & Social Services Committee  
State of Alaska  
P.O. Box V  
Juneau, AK 99811

Dear Chairman Fischer and Committee Members:

The Greater Ketchikan Chamber of Commerce has examined the provisions in CS for Senate Bill #15 regarding binding arbitration and concurs with the Ketchikan Gateway Borough School Board in opposition to this bill.

Binding arbitration is not an acceptable concept in our representative form of government. The State Legislature, through titles 14 and 29, has determined that the local school board is an autonomous organization, locally elected and self-determining, subject to federal and state statutes and regulations. Binding arbitration would dilute that local control.

According to CS for Senate Bill #15, an arbitrator is empowered to set terms of a contract and is in effect, demanding that taxes be set without representation.

Binding arbitration is incompatible with our democratic system and is an unconstitutional delegation of school boards authority to a third party who is not responsible or accountable to the public.

Thank you.

Respectfully,

Ms. L. J. Bartholomew  
President  
Greater Ketchikan Chamber of Commerce

cc: Senator Lloyd Jones  
Representative Robin Taylor  
Representative Cheri Davis

MAR 29 1989

March 15, 1989

Senator Paul Fischer  
P. O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

As a five year veteran of school boarding in the Copper River School District and being experienced with current teachers' contract negotiations in Alaska, I am writing to express my objections to SB 15. Including teachers in Public Employment Relations Act (PERA) and granting them the right to binding arbitration and/or strike are issues which this bill presents as teacher contract issues without acknowledging the detrimental impact these processes would have on public education in Alaska. Furthermore, I believe the inclusion of teachers in the PERA would violate Alaska State Law and the Alaska State Constitution.

Binding arbitration is neither a necessary nor money saving process. Alaska's teachers currently receive the highest average salary in the country. States in which binding arbitration is legal for teachers report an increase in contract costs. This additional anticipated financial burden is alarming in light of the shrinking educational dollar in Alaska. Any additional costs incurred by this process would ultimately be paid by the students in my school district in the form of decreased programs available and the lay-off of non-tenured teachers.

The control of education in Alaska is at stake in negotiating with the teachers' unions, including NEA/Alaska. They reportedly have included managerial items in negotiations which would erode the management authority of the locally elected boards and the school administrators. The idea that an arbitrator could come in and accept a package of negotiation proposals presented by a special interest group, a teachers' union, is morally reprehensible and I believe, prohibited by the Alaska State Law Sec. 14.20.610, which insures the legal responsibilities and authority of locally elected boards. Furthermore, the Alaska

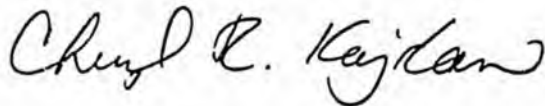
State Constitution, Article VII Section I states, concerning public education, "... schools and institutions so established shall be free from sectarian control ..."

NEA/Alaska constitutes a sect, which is, according to Webster's Dictionary, "any group of people having a common leadership, set of opinions, philosophical doctrine, political principals, etc., specifically a faction of a larger group."

Senator Jack Coghill, one of the signers of the Alaska State Constitution, concurred with my understanding of the constitution. He stated that it was the intent of the Alaska State Constitution that public education be free from the control of special interest groups and subject to the authority of locally elected officials. SB 15 would violate this constitutional intent.

Please take into consideration the items of this letter. My primary duty as a school board member is to protect and provide for the education of those who cannot do it for themselves, the students of the Copper River Basin. It is in the interest of their education, as well as that of all of Alaska's children, that I ask you to reject SB 15.

Serving Alaska's children,



Cheryl R. Kajdan  
Vice-Chair  
Copper River School District



## Matanuska-Susitna Borough School District

125 WEST EVERGREEN — P.O. BOX 1688 — PALMER, ALASKA 99645-1688 — (907) 745-4822

Bruce P. DeMond, Superintendent

MAR 31 1989

March 28, 1989

Senator Paul Fischer  
SENATE  
P.O. Box 17  
Juneau, AK. 99811

Dear Senator Fischer:

Re: Senate Bill 15

It is my understanding that Senate Bill 15 has been past out of the Community and Regional Affairs Committee and is now in your committee. As President of the Matanuska-Susitna School Board, I must tell you that I am very much concerned about this bill.

I fear that passage of this bill will not only result in the loss of our present ability to resolve our negotiation with employees of our school districts locally but will ultimately result in loss of programs needed by our children. It seems like a great paradox to me that the legislature would consider passing such a bill at a time when we are looking at deficits and losses of revenue.

This bill will cost the state money. It is a fundamental constitutional obligation of the state to provide for education of all its children and there is no way that ultimately a bill that provides for binding arbitration will not cost the state money and needed programs for our children at the local level.

I am also concerned that passing such a bill will make school boards impotent in their dealings with employees. If employees are assured of binding arbitration as a way of resolving their labor disputes that incentive is there for them to enter into good faith bargaining with their school board.



## Matanuska-Susitna Borough School District

125 WEST EVERGREEN — P.O. BOX 1688 — PALMER, ALASKA 99645-1688 — (907) 745-4822

Bruce P. DeMond, Superintendent

I believe we have within our present policies, opportunities to resolve at the local level our negotiations to the satisfaction of all parties. What we do in our negotiations reflect not only our understanding of the contributions our employees make and fair compensation for their work but also reflects the communities in which we live. The state should not involve itself in these prerogatives. In short, at the very least Senate Bill 15 is not legislation that this state needs, particularly at this time, given our deficit situation. Even more troublesome is the intrusion SB15 makes upon our sovereignty and our local right to govern.

Thank you for your consideration of my comments.

Kenneth P. Fallon, Jr., President  
Matanuska-Susitna School Board

of



# RAILBELT SCHOOL DISTRICT

Drawer 280, Healy Alaska 99743 • (907) 683-2278

James W. Paul, Superintendent

March 23, 1989

The Honorable Paul Fischer  
Alaska State Senate  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

Thanks very much for your time when we met on March 21 and at our Association of Alaska School Boards reception.

Your strategy for handling of SB 15 sounds solid and we will give you all the support we can for the concept. Your long term support for the education of Alaska's young people is greatly appreciated by our Association, our school district and the parents of the state. Please don't hesitate to call on the Association of Alaska School Boards if we can provide you with help. I'm sure Carl Rose and the staff will respond promptly.

I look forward to meeting with you again sometime in April.

Sincerely,

Gerald R. Moberg  
School Board Chairman

P.O. Box 583  
Dillingham, Alaska 99576

APR 14 1989

April 10, 1989

The Honorable Fred Zharoff  
Alaska State Legislature  
Pouch V  
Juneau, Alaska 99811

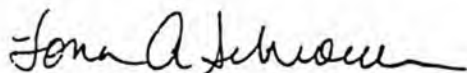
Sir:

I would like to express my concern about Binding Arbitration, CS SB 15 (C&RA).

As you can see I live in Dillingham and right now our School Board is going through some rough waters. That is okay though because at least our people in Dillingham can disagree with the School Board. If Binding Arbitration is passed it would remove public control of education, it is expensive, it would be time consuming, and is it right that an arbitrator delegate policy making? It is my feeling that if this bill passes, what do we need an elected school board in place - why do we even have elections???

I am asking that you consider this bill very seriously and vote nay for passage.

Sincerely,



Lona A. Schroeder  
Parent  
Constituent

/las

cc: Senator Paul Fischer, Senate 'ESS Chairman  
Senator Jim Duncan, Sponsor of SB 15, Binding Arbitration

SITKA SCHOOL DISTRICT

ACCREDITED BY THE NORTHWEST ASSOCIATION OF SECONDARY SCHOOLS & COLLEGES

APR 10 1989



P. O. BOX 179 SITKA, ALASKA 99835

April 7, 1989

Senator Paul Fischer  
Alaska State Legislature  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

Enclosed is a Resolution that the Sitka School Board passed at its meeting on April 4, 1989. A copy of this Resolution has been sent to the Kenai School Board to let them know how much we appreciate your efforts to provide some equity in the question of binding arbitration.

Please continue to do all that you can because binding arbitration and class size are the two most expensive items facing the Legislature this session.

Also enclosed is a copy of a Resolution Opposing Binding Arbitration which was also passed at the April 4, 1989 Sitka School Board meeting and which is being sent to Senator Dick Eliason, Representative Ben Grussendorf, and the Association Of Alaska School Boards.

You have our appreciation and support.

Sincerely,

SITKA SCHOOL DISTRICT

Art Woodhouse  
Superintendent

Enclosures

# SITKA SCHOOL DISTRICT

ACCREDITED BY THE NORTHWEST ASSOCIATION OF SECONDARY SCHOOLS & COLLEGES



P. O. BOX 179 SITKA, ALASKA 99835

## RESOLUTION SUPPORTING AND CONGRATULATING SENATOR PAUL FISCHER

WHEREAS, a Bill has been introduced in the Alaska Legislature proposing Binding Arbitration for resolving impasse in school district negotiations; and

WHEREAS, Binding Arbitration would strip a locally elected school board of its right and responsibility to establish educational costs and place this right in the hands of an outside arbitrator; and

WHEREAS, Binding Arbitration is counter to the principles of a representative democracy to maintain the common interest and good; and,

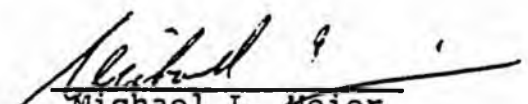
WHEREAS, the fair and impartial treatment of the Binding Arbitration Bill is in jeopardy due to political pressures brought to bear by NEA-Alaska and its affiliates; and

WHEREAS, Senator Paul Fischer, counter to what is politically expedient and resulting in great political duress, has taken a position in support of a fair, equal discussion and consideration of this Binding Arbitration Bill.

THEREFORE, BE IT RESOLVED that the Sitka School Board supports Senator Fischer for his courage and sense of fairness on this issue and thanks the Senator for his stance in opposition to both binding arbitration and those who would compromise the common good for the sake of this special interest legislation.

DATED this fourth day of April, 1989.

SITKA SCHOOL BOARD

  
Michael L. Meier  
President

# SITKA SCHOOL DISTRICT

ACCREDITED BY THE NORTHWEST ASSOCIATION OF SECONDARY SCHOOLS & COLLEGES



P. O. BOX 179 SITKA, ALASKA 99835

## RESOLUTION OPPOSING BINDING ARBITRATION

WHEREAS, State Of Alaska statute has provided for locally elected school boards as the authorities for providing public oversight of public school district operations; and

WHEREAS, these local school boards, through the process of free and open elections, represent the attitudes; will; and expectations of the communities which they serve; and

WHEREAS, the additional requirement is placed upon communities designated as cities and boroughs to provide for local support of education; and,

WHEREAS, the State has not provided for fiscally independent school districts, thereby requiring that school districts be reliant upon other agencies to determine their allowable levels of funding and expenditures; and

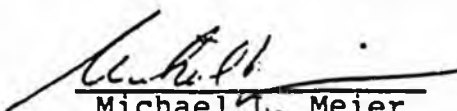
WHEREAS, the State has not established a prevailing interest in the area of binding arbitration as a need which should be applied to school districts; and,

WHEREAS, the State Legislature has failed to meet its financial responsibility to fully fund established educational needs.

THEREFORE, BE IT RESOLVED that the Sitka School Board hereby opposes binding arbitration as an affront to principles which support a community's right to control educational costs; an unethical infringement upon and illegal delegation of local authority; and inappropriate to Alaska's system of school finance.

DATED this fourth day of April, 1989.

SITKA SCHOOL BOARD

  
Michael L. Meier  
President

APR 11 1989



# Pribilof School District

District Office Building  
St. George School • St. Paul School  
St. Paul, Alaska 99660 • Telephone (907) 546-2221

Denver G. Bowen, Superintendent  
G. Baryl Brown, Principal

Board of Education  
John B. Mercuriel, President  
Alexis Prokopiof, Vice President  
Carol A. Melouidou, Secretary/Treasurer  
Andronik Kashevarof, Jr., Member  
Juliana B. Shane, Member

April 10, 1989

Senator Fred Zharoff  
P. O. Box V  
Juneau, Alaska 99811

Dear Senator Zharoff:

Please allow me the opportunity to express my position on several bills that are to be addressed during this Sixteenth Alaska State Legislative Session.

The communities of both St. George and St. Paul are opposed to any "Mandatory Borough Bill", House Bill #1. The main reasons are that local control of the educational programs for students would be lost and it would be expensive to set up new boroughs.

The Pribilof School District Board of Education does not support the binding arbitration bill, Senate Bill #15. I feel that binding arbitration removes the public control of education, is expensive, is time consuming and will discourage the good-faith bargaining which has occurred for years between the Pribilof Board of Education and our teachers.

The Board of Education is the board of directors and I am the Chief Executive Officer for our public radio station, KUHB-FM, which serves all the Pribilof Islands area. I do not receive a salary for my work with the station. We have a budget of sixty thousand dollars (\$60,000) which is the minimum we need to operate the station. Two local people are employed to operate the station. I hope you will support public radio and TV.

We hope that you can support House Bill #185 which has been introduced to address the inequities in the present foundation funding formula for single and dual site school districts.

I personally hope that you will support the Retirement Incentative bill for both TRS and PERS.

If you have questions about our position on these and other school related bills, please do not hesitate to contact or have one of your staff contact me.

Sincerely yours,

Denver G. Bowen  
Superintendent

dgb

cc. Senator Fischer

April 11, 1989

APR 15 1989

Senator Paul Fisher  
SENATE HESS CHAIRMAN  
HEALTH, EDUCATION & SOCIAL SERVICES  
Room 205, Capital  
Juneau, AK 99811

Please vote NO on CS SB 15 (C&RA), BINDING ARBITRATION.

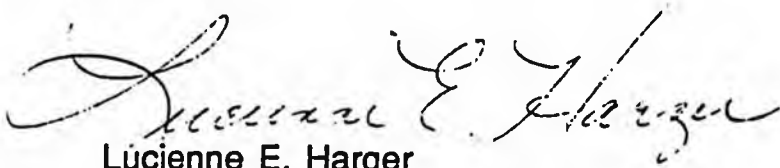
Binding arbitration not only removes any community input on the education our children receive, it also discourages good-faith bargaining, thereby being costly to the school district (and other groups it represents).

A prime example would be a school district. Binding arbitration would cause the reduction in funds spent on each student and be turned over to the teachers. The district in which I live is a fair idea of what would happen. The union would have their eyes shut to the needs of the student, but open to their own personal pocketbooks. This may be a broad assumption on my part, but it is shared by others in this community.

The unions already possess the power necessary to obtain increases in salaries, fringe benefits, etc., therefore do not require additional power.

Again, I ask DO NOT recommend approval of this bill to the committee-at-large.

Sincerely,



Lucienne E. Harger  
Concerned Parent

APR 20 1989

Robert C. Hunter, Jr., M.D.  
101 Jamestown Drive  
Sitka, Alaska 99835

April 17, 1989

The Honorable Paul Fischer  
Alaska State Legislature  
P. O. Box V (MS 3100)  
Juneau, AK 99811

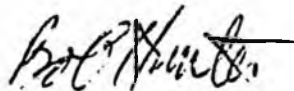
RE: Senate Bill #15, The Binding Arbitration Bill.

Dear Senator Fischer:

I am very concerned about the outcome of Senate Bill #15 which is now in the HESS Committee. I am strongly and firmly opposed to binding arbitration, and I feel that this bill would create a significant and serious deleterious effect on our local school system. I am particularly concerned as my wife and I have three young children just entering the school system. I am a private practice physician and my wife is a registered nurse at Sitka Community Hospital.

Thank you for your continuing work on our behalf. I appreciate your attention to my concerns.

Sincerely,



Robert C. Hunter, Jr., M.D.

APR 17 1989

1332 Matterhorn Way  
Anchorage, Alaska 99508  
April 13, 1989

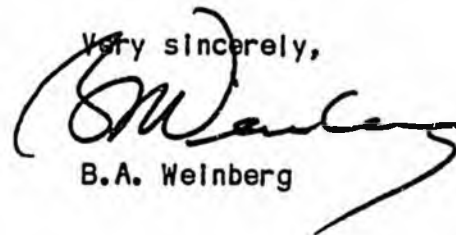
Honorable Paul Fischer, Chairman  
Senate Health, Education, and  
Social Services Committee  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

As a citizen and parent and as a public education professional for twenty-seven years, I should like to thank you for your efforts to prevent the erosion of public control of public education that would occur if compulsory binding interest arbitration were to become law. The delegation of legislative powers to third parties not accountable to the public would be a travesty, especially considering the importance of public education to our society.

I recognize that there is a lot of pressure behind this special interest legislation; therefore, your courage in opposing it is all the more appreciated. If there is any way I can assist you in this matter, please feel free to contact me.

Very sincerely,



B.A. Weinberg

BAW/gt

1332 Matterhorn Way  
Anchorage, Alaska 99508  
APR 17 1989  
April 13, 1989

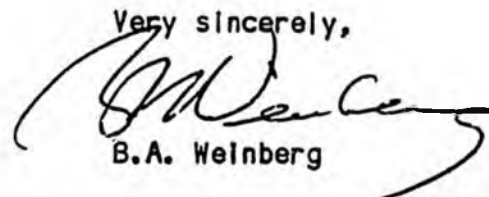
Honorable Paul Fischer, Chairman  
Senate Health, Education, and  
Social Services Committee  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

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I recognize that there is a lot of pressure behind this special interest legislation; therefore, your courage in opposing it is all the more appreciated. If there is any way I can assist you in this matter, please feel free to contact me.

Very sincerely,



B.A. Weinberg

BAW/gt

APR 17 1989

BRISTOL BAY BOROUGH SCHOOL DISTRICT

P. O. BOX 169  
NAKNEK, ALASKA 99633

PHONE 246-4225 OR 4265  
HIGH SCHOOL

RICHARD W LEATH  
SUPERINTENDENT

★

April 13, 1989

Senator Paul Fischer  
Alaska State Legislature  
P. O. Box V (MS 3100)  
Juneau, Alaska 99811

Dear Senator Fischer:

I want to express my appreciation to you for taking time out of your busy schedule to address important educational issues this past Tuesday, April 11, with a large number of school district superintendents. Your candor in discussing some major issues was refreshing.

As a local school district superintendent and as a member of the Alaska Association of School Administrators' Board of Directors I certainly appreciate your insistence in allowing SB 15 to have a fair and impartial hearing in your Senate HESS Committee. I realize that tremendous pressure has been brought to bear on you by State Teacher Unions to move this bill and your courage in allowing a full hearing is commendable. Please be assured that your stand on this issue has the support of school administration and school board members throughout our state.

Your continued support for education of our state's youth is appreciated.

Sincerely,



Richard W. Leath  
Superintendent of Schools

RWL:crm



APR 24 1989

**KETCHIKAN GATEWAY BOROUGH  
SCHOOL DISTRICT**

April 19, 1989

**TO:** Senator Paul Fischer ✓  
Lloyd Jones  
Al Adams  
Tim Kelley  
Jim Duncan

**FROM:** Richard Clevenger, Superintendent  
Ketchikan Gateway Borough School District

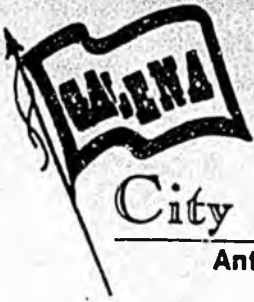
**RE:** Senate Bill 15

Please take one more look at what NEA is promoting with Binding Arbitration (S.B. 15) and what it means to your school district. Binding arbitration along with current laws dealing with tenure, non-retention and contract expiration turns the management of your district over to an arbitrator with a process driven by the union!

No matter how it is presented, it is simply fronting for union boiler plate objectives. When the union talks about tenure, escrow accounts, financial exigency, program needs and school board policy they make it sound so simple and innocent - tear away the union rhetoric and it boils down to one simple theme - take away local management rights, make them negotiable and let an outside arbitrator make local decisions. This union goal has been around for years.

I sat in your Senate HESS committee room and heard Manners say - "We propose negotiating school board policy as such deals with program needs and how lay-offs should take place", **THINK ABOUT THAT** - program needs deal with school district budgets and educational programs for kids- In this process where has anything ever been mentioned about your kids? You elect local people to run your school district - don't turn it over to an Arbitrator and a Union!!

APR 21 1989



## City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

April 17, 1989

Senator Paul Fischer  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer:

Please find enclosed City of Galena Resolution 89-11, Opposing Binding Arbitration (Senate Bill 15). This resolution was passed unanimously at the special meeting of the City Council on April 15, 1989.

The thoughts in this resolution are their efforts to address the issue. We hope you will give them consideration during the present legislative session.

Sincerely,

Nancy Gross,  
City Manger

NG/rla

cc: Governor Cowper  
Each Member of the Alaska House of Representatives  
Each Member of the Alaska State Senate  
Files

nl4/18



City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

RESOLUTION 89-11

OPPOSING BINDING ARBITRATION  
(SENATE BILL 15)

WHEREAS, the City Council of the City of Galena is the duly authorized governing body of the City of Galena; and

WHEREAS, the City Council is liable for the Galena City School District budget expenditures in the final analysis; and

WHEREAS, the City Council is concerned about funding for the school District and other City funds; and

WHEREAS, the City Council is concerned about the erosion of school Board powers which in turn erodes the powers of the City Council; and

WHEREAS, the council is aware that Senate Bill 15 is under consideration by the legislature and that this bill would impose binding arbitration on to boards, thus taking power away from the local school Boards and thus eroding the City's funds either directly or indirectly.

NOW, THEREFORE BE IT RESOLVED that the Galena City Council is completely opposed to binding arbitration and education employees being included under PERA; and

AND BE IT FURTHER RESOLVED that the City Council encourages you to vote against any legislation which includes binding arbitration or the further erosion of school Board powers which are not in the best interest of our students.

PASSED AND APPROVED this 15<sup>th</sup> day of April, 1989.

Vernon A. White,  
Mayor

ATTEST:

Nancy Gross,  
City Manager



THE  
LAKE AND PENINSULA  
SCHOOL DISTRICT

P.O. Box 498  
King Salmon, Alaska 99613  
Phone (907) 246-4280



April 18, 1989

Senator Paul Fisher, Chairman  
P.O. Box V  
Juneau, Ak 99811

APR 24 1989

Dear Senator Fisher:

I am writing to request your support for local control of education by locally-elected school boards.

I am Superintendent of an REAA whose population is greater than 90% Alaska Native. The issue of local control is vitally important to the continued growth of responsibility for local school governance by Alaska Natives in rural Alaska.

The recent downturn in State finances has required greater local effort in terms of financing of vital and required services. With this increasing effort comes greater responsibility for managing budgets and personnel.

If the Legislature approves Committee Substitute for Senate Bill 15, (Binding Arbitration) it will have the effect of removing control of policy and financial responsibility for schools by locally-elected officials.

The process of open negotiations for employment contracts with teachers has been working in our area. The recently approved contract for 89-90 required only one meeting between parties. The previous year's agreement required over a year of time and more than a dozen meetings, with mediation and advisory arbitration. This process also resulted in an agreement. CSSB15 is not necessary to improve contract deliberations in our area.

For the reasons above, The Lake and Peninsula School Board and Administration requests that you vote NO on CSSB15.

Sincerely,

A handwritten signature in cursive script that reads "Frank W. Hill".

Frank W. Hill  
Superintendent

APR 24 1969

BRISTOL BAY BOROUGH SCHOOL DISTRICT

P O BOX 169  
NAKNEK, ALASKA 99633

PHONE 246-4225 OR 4265

RICHARD W LEATH  
SUPERINTENDENT

★

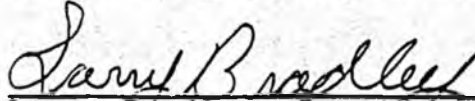
RESOLUTION NO. 47

Supporting and Congratulating Senator Paul Fischer

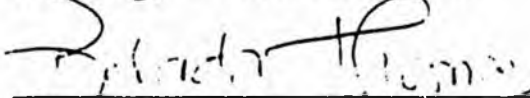
- Whereas, a Bill has been introduced in the Alaska Legislature proposing Binding Arbitration for resolving impasse in school district negotiations; and
- Whereas, Binding Arbitration would remove from a locally elected school board its responsibility and right to establish educational costs and place this right in the hands of an outside arbitrator; and
- Whereas, Binding Arbitration is counter to the principles of a representative form of government to maintain the common interest and good; and
- Whereas, the fair and impartial treatment of the Binding Arbitration Bill is in jeopardy due to political pressures brought to bear by the Teacher Unions of the State; and
- Whereas, Senator Paul Fisher, contrary to what is politically expedient and resulting in great political duress, has taken a position in support of a fair and equal discussion and consideration of this Binding Arbitration Bill.
- Therefore, Be It Resolved, That the Bristol Bay Borough School Board supports Senator Fischer for his courage and sense of fairness on this issue and also thanks the Senator for his stance in opposition to both Binding Arbitration and those who would compromise the common good for the sake of this special interest legislation.

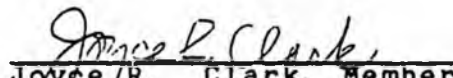
Dated this 13th day of April, 1989.

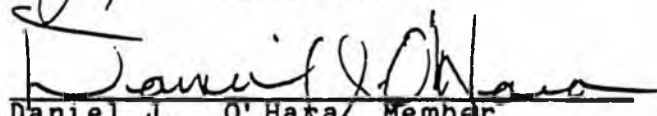
Bristol Bay Borough School Board

  
Larry Bradley, President

  
George M. Riddle, Clerk

  
Roberta Thomas, Member

  
Joyce R. Clark, Member

  
Daniel J. O'Hara, Member

# ALEUTIANS EAST BOROUGH

## School District

P.O. Box 429  
Sand Point, Alaska 99661-0429

Phone: (907) 383-5222  
FAX: (907) 383-3496

April 19, 1989

APR 21 1989

Senator Paul Fischer, Chairman  
Senate HESS Committee  
Box V  
Juneau, AK 99811

RE: BINDING ARBITRATION: CS SB 15

Dear Senator Fisher,

I wish to state my opposition to the "Binding Arbitration Bill" currently before the Senate. My objections are not based on party lines, old ideas, or unwillingness to play on a level field. I firmly believe the Bill as currently drafted is not in the best interest of our students or school district, and that means all of us including teachers.

### Local Control

This is severely limited once you mandate a final step in negotiations in terms of an arbitrator. I feel that Boards should remain the final authority as they are financially responsible to the local communities they serve.

### Salaries

At a time when we are being asked to hold the line, the current proposed legislature would work against achieving that end. Binding Arbitration will mean higher salaries.

### Management

The ability to manage any organization is and will remain critical to our ability to achieve our goals. The current philosophy of NEA is that schools should be managed by teachers. Sounds great but in reality it is not workable. Do not support further erosion of the Boards ability to define the direction of the organization.

### Children

How will this benefit children and their education? More time and money will be spent on negotiations and staff compensation, less on programs for our communities' children. Even if the state could continue to raise the level of support for education there is a point where it does not make reasonable sense to do so.

SERVING

AKUTAN

COLD BAY

FALSE PASS


KING COVE

NELSON LAGOON

SAND POINT

I would appreciate your help on this matter and not allow the legislation in its current form to be passed.

Sincerely,



John A. Davis  
Superintendent

JAD/dw

cc: AEBSB Members  
Carl Rose, AASB

# ALEUTIANS EAST BOROUGH

## School District

P.O. Box 429  
Sand Point, Alaska 99601-0429

Phone: (907) 383-5222  
FAX: (907) 383-3496

April 20, 1989

APR 21 1989

Sen. Paul Fisher, Chairman  
Senate HESS Committee  
Pouch V  
Juneau, AK 99811

RE: BINDING ARBITRATION: CS SB 15

Dear Senator Fisher,

As a school board member who is currently serving as the president of a newly created district, I know how important it is to have local control over the affairs of the school district.

We are working hard to involve all of our communities and its members in establishing a truly fine school district. This means being able to respond to the needs of our people which include the children we serve, parents, and staff members.

I am concerned that legislators are seriously considering legislation that will further erode our ability to effectively define how our children are educated. I am speaking to the current "Binding Arbitration Bill" in the Senate.

I am an elected official just as you are. I must serve the electorate as you must. Do not limit my authority and the authority of our Board by passing this Bill as it currently reads. The passage of binding arbitration will effectively reduce our ability to negotiate and place the final authority in the hands of a person who was not elected to do my job. If I do not perform well our people hold me responsible, not an appointed arbitrator.

Our teachers are important to us and the fulfillment of our educational goals, but to afford them additional control over the negotiating process at our local board's expense is not acceptable.

I would appreciate your help in this matter by not supporting the Binding Arbitration Bill as it is currently being submitted.

Sincerely,

Susan Osterback  
President



cc: AEBSB Members  
Carl Rose, AASB

SERVING

AKUTAN

COLD BAY

FALSE PASS

KING COVE

NELSON LAGOON

SAND POINT

REFILE ANC AHG

+

EXECUTIVE JNU

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TOD APR 24 89

APR 24 1989

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EXECUTIVE JNU

REFILE ANC AHG

RE TO TX 45303"

07012 NL TDR HOONAH AK 50 04-24 930A ADT

PMS SEN PAUL FISCHER

JUNEAU AK

SB15 IS A TERRIBLE BILL. PLEASE LEAVE TEACHER CONTRACT  
NEGOTIATIONS TO DULY ELECTED SCHOOL BOARDS. I WAS UNDER THE  
IMPRESSION THIS IS WHY I HELPED VOTE THEM INTO OFFICE. THE  
PRESENT SYSTEM HAS BEEN WORKING WELL. LEAVE IT ALONE.

TERRENCE BARRY

PO BOX 464

HOONAH AK 99829

REFILE ANC AHG

†

EXECUTIVE JNU

))))

TOD APR 24 89

APR 24 1989

†

EXECUTIVE JNU

REFILE ANC AHG

RE TO TX 45303"

04002 POM TDA HOONAH ALASKA 15 04-24 1010 ADT

SENATOR PAUL FISCHER

PO BOX 4

JUNEAU AK 99811

SB115 IS BAD FOR KIDS. TELL DUNCAN NO.

THOMAS BROWN

PO BOX 388

HOONAH AK 99829

APR 24 1989

Dave Wilder  
3323 Dry Creek  
Fort Alsworth, Alaska 99653  
April 19, 1989

Sen. Paul Fisher, chairman  
P.O. Box 5  
Juneau, Alaska 99811

Dear Sen. Fisher,

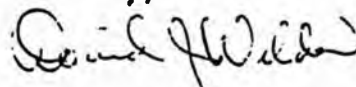
As an elected representative of the people of district 26, I would like to urge you to consider the issues involved in binding arbitration as it relates to our school districts ability to maintain local control and effectively control the finances that we are responsible for.

I understand that the bush caucus has made a stand opposing binding arbitration.

I fully believe the binding arbitration issue is an attempt by N.E.A. to gain more income and security for those they represent. In light of the legislatures current attempt at reducing spending and living within our means, it is reasonable to expect that binding arbitration would result in less money for education, reduced programs and reduced ability to travel and for coordination within our large district. We ask you to help preserve each school boards right to manage.

Thank you for your consideration.

Sincerely,



Dave Wilder

RE TO TX 45303"

04006 NL TDA HOONAH ALASKA 50 04-24 1035 ADT

SENATOR PAUL FISCHER

PO BOX U

JUNEAU AK 99811

APR 24 1989

RE: SB15

1. TOO EXPENSIVE
2. DISCOURGES GOOD FAITH COLLECTIVE BARGAINING
3. ARBITRATORS ARE NOT ELECTED OFFICIALS AND THEREFORE NOT ACCOUNTABLE TO LOCAL PEOPLE WHO ELECTED SCHOOLBOARD MEMBERS.

MARILYN WILLIAMS

REFILE ANC AHG

†

EXECUTIVE JNU

))))

TOD APR 24 89

Senator Fischer,  
For your information  
M. J. S.

APR 25 1989

3628 Alaska Avenue  
Ketchikan, Alaska 99901  
April 22, 1989

Dear Senator Jones,

After working in the Ketchikan District for over 15 years, I can easily say, I enjoy working with the students and other teachers in S.E. Alaska. The teachers are innovative, hard working, well prepared for their teaching assignments and real partners in the profession. The kids are spontaneous and wonderful but over the years it has become increasingly difficult to educate youngsters filled with T.V., Nintendo, and less and less parental interaction and home support.

We need, more than ever, smaller classes which means better funding. H.B. 15 and H.B. 177 would help with the funding picture. I would like to help get those pieces of legislation passed. We have 29 students in first and third grade students in our language arts program. We have 29 students are special education students and our district is getting one special ed teacher and all our regular ones for the 5 year. For my math program, I have 29 students and help from a helper most of the weeks for two days a week. My teaching partner has the other 28 including the special ed students, all who need a better ratio of teacher to child to develop math concepts. That's pretty skimpy coverage for young children. Remember, most families have both parents working or only one parent so help does not come through volunteers.

Also, I did extensive reading on Binding Arbitration several years ago and found that through a series of quickie court decisions in Kenai and Anchorage, as responses to immediate situations, bargaining laws as presently written single out teacher collective bargaining unfairly. If you read ALL the decisions leading to the rewriting of the teacher collective bargaining parameters, you will note several judges did NOT intend for their decisions to make law. But, they did! Binding Arbitration could certainly eliminate the unfair collective bargaining positions for teachers and still protect the power of the School Boards. When I spoke with legislators in the past, several responded that yes the bargaining position for teachers does need to be changed but a strike clause seemed to be the preferable route. As a teacher, I think a strike clause may help the teachers but it certainly plays havoc with the education of students and families and student well being is important to all of us. Just compare the collective bargaining statutes of all other professions covered by collective bargaining in the state, to the statutes pertaining to a teacher, and you will be astounded by what you need. Someone did a pretty good job of mixing horses and carts when you compare the time line of the court decisions and the rewriting of the collective bargaining practices for teachers.

The last bill I'm writing about in this letter is S.B. 73 concerning early retirement incentive. Many teachers in our district are approaching retirement status. With the passage of H.B. 15 and H.B. 177, the dollars for education could be even more potent with the top of the salary scale teachers enticed to retire.

I hope I have presented points you will consider in your deliberations.

about the above mentioned bills. I believe I have some good points and wanted to share them with you. I will be sending copies of this letter to other legislators on specific committees for their consideration.

Thank you for your time. I know it has been a hectic schedule with the Tongass hearings, the budget, the fishery concerns, etc.

Sincerely,

Mary Gale Schulz



APR 28

## City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

April 25, 1989

Senator Paul Fischer, Chair  
Health and Social Services Committee  
Alaska State Senate  
P.O. Box V  
Juneau, Ak 99811

Dear Senator Fischer:

It has come to my attention that there is binding arbitration legislation now before your committee. This legislation is of concern to the City of Galena because of the potential for significant increases in cost to the taxpayers of providing for education which would likely result from passage of this legislation.

This legislation is particularly critical at this time when state support for education is drying up and local governments are more hard pressed to provide needed funds. We felt that it was important to let you know of our concern regarding this legislation.

Sincerely,

Nancy Gross,  
City Manager

NG/rla

cc: files

2n14/25

APR 27 1989

# Copper River School District



Superintendent's Office  
Box 108  
Glennallen, Alaska 99588  
(907) 822-3234

April 20, 1989

Senator Paul Fischer  
P. O. Box V  
Juneau, AK 99811

Greetings:

As the sun rapidly sets on the Sixteenth Alaska State Legislature, and a vote on Senate Bill 15 grows near, please ask yourself this question, "Will binding arbitration help the children of the State of Alaska?" The answer is, of course, no! Then why waste time considering such a bill to appease a self-interest, political action group. Folks, political contributions are one thing, but to yield to the demands of the contributors appears to border on the edge of impropriety.

There are two definite camps regarding binding arbitration. In camp number one (1), you find the school children, the school administrators (who were mostly teachers before becoming administrators), the school boards, the parents, and the general public. These people stand to gain nothing from binding arbitration; however, they stand to lose a great deal ... including a portion of their constitutional rights. In camp number two (2), one finds the NEA and those who feed on their spoils. The membership of this national power hungry union stands to lose nothing by participating in binding arbitration. However, they could possibly gain control of our entire educational system through this process.

Should one wonder why this potential union tool is named binding **INTEREST** arbitration? Whose interest? It is certainly not in the interest of education.

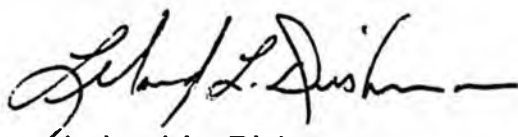
Perhaps I should attempt to list and identify all the reasons I oppose binding arbitration. However, you as legislators, all know these reasons quite well. In addition to being unconstitutional, it removes the power of local elected officials, who, better than anyone in Juneau, Massachusetts, Washington, Colorado, or even Georgia, know the capabilities of Alaska communities to meet the demands of NEA.

I think this quote from an avid Anchorage AEA/NEA member in his letter to the AEA president states my reasons for opposing binding arbitration far better than any words I could write:

I sincerely hope you were not "taken in" by the editorial in the Daily News. If you too think we (AEA) are a public service organization devoted to serving the citizens and children of this community, under the full glare of public scrutiny, then things have gone even further than I fear. NEA-AK hires people to be union employees, I hope, not examples to be held up to the public. Such "examples" are mostly hired over at the Anchorage Christian School, I think.

Please don't let your eyes be blinded by NEA's pressure on this issue. Binding interest arbitration is clearly designed to serve self-interest groups, not the people.

Professionally yours,

A handwritten signature in cursive script, appearing to read "Leland L. Dishman", followed by a horizontal line.

Leland L. Dishman  
Superintendent



APR 27 1989

Mentasta  
Tetlin  
Tok

Northway  
Dot Lake  
Eagle  
Tanacross

Senator Paul Fisher, Chairman  
Senate HESS Committee  
P. O. Box V Juneau, Alaska 99811  
P.O. Box 226, Tok, Alaska 99780  
907 - 883-5151

### SCHOOL DISTRICT REAA 16

April 24, 1989

Dear Senator Fisher,

This letter is to thank you for not moving the Binding Arbitration Bill and its associated bills out of your committee. You have certainly heard all of the arguments against binding arbitration and it is hoped that you will continue to hold it.

There is a much better way to improve education in the State of Alaska. Several groups, nationally and a few of us in the state, have been attempting to draft some language which would establish education as a client (student) centered profession. In theory it is very practical, but the wording is difficult when it comes to describing responsibility issues which can be implemented through legislation.

You probably know that there has been a great effort nationally to empower teachers. Teacher empowerment is a desirable concept, but the responsibility for ensuring educational outcomes has to go along with the power. As we complete drafts, we will forward copies to you and hopefully provide you with a much more constructive way of dealing with teacher empowerment and educational service.

Sincerely,

Spike Jorgensen  
Superintendent of Schools

- cc: Senator Jack Coghill
- Senator Al Adams
- Senator Jim Duncan
- Senator Lloyd Jones
- Senator Tim Kelly
- Representative Dick Shultz
- Regional Board of Education
- John Sackett
- Howard Tricky

“Where Teachers Are The Gateway To Learning”

Dot Lake  
907 - 882-2663

Eagle  
907 - 547-2210

Mentasta  
907 - 291-2317

Northway  
907 - 778-6301

Tok  
907 - 883-5161

Tetlin

APR 27 1989

Elrita J. Magoffin  
Box 80322  
Fairbanks, Alaska 99708

April 25, 1989

Senator Paul Fischer  
Chairman Health, Education and Social Services  
P.O. Box V  
Juneau, Alaska 99811

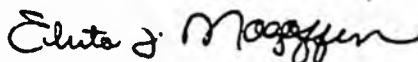
Dear Senator Fischer:

I am contacting you with my concerns regarding SB 15. An Act Relating to Public School Employees Collective Bargaining Agreement. As a parent of two children in the school system and as an advocate for K-12 education in Alaska, I believe that I must speak out against this bill.

By passing this bill the Legislature would remove from local control what little power school boards have left to control the most significant costs in education which are the wage and benefit portion. Legislation for binding arbitration by its very nature would dramatically increase the cost of education.

Teachers in Alaska have been given fair treatment and the present system more than adequately cares for their financial needs. Please don't force our local communities to accept decisions made by an outside arbitrator by passing this bill.

Sincerely,



Elrita J. Magoffin

APR 27 1989

13541 Carita Lane  
Anchorage, AK 99516  
April 25, 1989

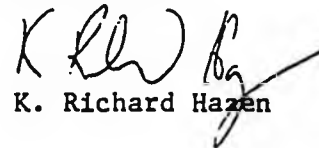
Honorable Paul Fischer, Chairman  
Senate HESS Committee  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

If SB 15 becomes law, cost containment in school districts will be removed from the hands of duly elected school boards. The state of Alaska cannot afford to turn over the purse strings to arbitrators.

Your help in vigorously opposing this bill should be very much appreciated.

Sincerely,

  
K. Richard Hazen

APR 27 1989

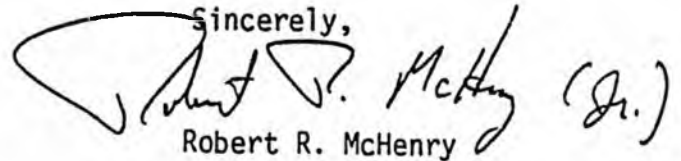
1113 W. Fireweed, #700  
Anchorage, AK 99503  
April 25, 1989

Honorable Paul Fischer, Chairman  
Senate HESS Committee  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

Senate Bill 15, providing for compulsory binding interest arbitration, is bad public policy and is probably unconstitutional. Please oppose passage of this legislation.

Sincerely,

A handwritten signature in cursive script that reads "Robert R. McHenry (Jr.)". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Robert R. McHenry

APR 27 1989

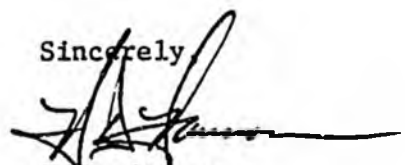
18044 Sanctuary Dr.  
Eagle River, AK 99577  
April 25, 1989

Honorable Paul Fischer, Chairman  
Senate HESS Committee  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

The taxpayers and students of Alaska should not be under  
the rule of arbitrators. But that will happen if SB 15 passes.

Please vote against this special interest legislation.

Sincerely,  
  
H.D. Harmon

APR 27 1989

3051 Lois Dr., #510  
Anchorage, AK 99517  
April 25, 1989

Honorable Paul Fischer, Chairman  
Senate HESS Committee  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

Binding interest arbitration takes away important decision making authority from school boards and gives it to third parties who are not accountable to the public. I urge you to vote against Senate Bill 15.

Sincerely,

*Gladys E. Taylor*  
Gladys E. Taylor

APR 27 1989

4935 E. 43rd Ave.  
Anchorage, AK 99508  
April 25, 1989

Honorable Paul Fischer, Chairman  
Senate HESS Committee  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer:

I understand that SB 15 is on the agenda for  
Senate HESS on April 27. I urge you to oppose this  
bill if it contains mandatory binding arbitration  
in any form.

Sincerely,

*Kathy Morgan Rice*  
Kathy Morgan Rice

26 April 1989

APR 28 1989

Senator Paul A. Fischer  
Alaska State Legislature  
P. O. Box V (MS 3100)  
Juneau, Alaska 99811

Dear Senator Fischer:

Binding arbitration in the public sector requires elected officials to give decision-making authority to an outside third party. School boards bound by arbitration lose the ability to determine priorities. An outside arbitrator's binding decision can tie the hands of superintendents, principals, and borough assembly members, as well as the tax-paying public.

Binding arbitration diminishes the local control of our schools. It destroys the concept of citizen control by turning over absolute power to an outsider who is not elected, not accountable to the citizens, and not responsible for what is workable or just. Binding arbitration is an abrogation of freedom in that it deprives citizens of their right to a voice in the decision-making process and in the running of their schools.

Binding arbitration in the public sector conflicts with the basic tenets of representative government. By mandating school boards to accept a binding award that must be funded by the public, legislators would be instituting what might well be viewed as a form of taxation without representation. A stranger has the authority to fix wages, hours, and working conditions and thereby influence a community's tax rate and the allocation of the its resources.

Historically the weight of evidence holds that binding arbitration is an unsatisfactory method of resolving bargaining impasses in the public sector. It discourages honest, good-faith bargaining. It provides neither the authority nor the responsibility for examining long-term implications or future plans. Public employers around the nation are almost unanimously opposed to binding arbitration for the public sector. It contains a built-in bias toward the union position and makes a disruptive strike a low-risk step available to the union. Alaskan teachers have been treated well and have pay scales and benefits that compare very favorably with those elsewhere in nation; our state does not need binding arbitration.

I have served on a school board, been a teacher, and even been a member of NEA. Having sat at the negotiating table, my experience leads me to believe that this will be an extremely costly piece of legislation. I am firmly convinced that binding arbitration: 1) will impede the ability of a school board to function, 2) is a serious legislative intrusion into local representative government, 3) is incompatible with our democratic system, and 4) does violence to sound educational development in our state.

Please do not allow legislation such as Senate Bill No. 15 to pass.

Sincerely,

*Mary K. Barsdate*

Mary K. Barsdate  
P. O. Box 80174  
Fairbanks, Alaska 99708

EDWARD D. SPENCER, M.D.  
BOX 1048  
SITKA, ALASKA 99835  
TELEPHONE 747-3983

APR 28 1989

April 21, 1989

Honorable Paul Fischer  
Alaska State Senate  
P.O. Box 11  
Juneau, Alaska 99811

Dear Senator Fischer:

Re: Senate Bill No. 9888 is  
Binding Arbitration Bill

There is currently in your committee a bill which provides for binding arbitration to resolve disputes in the collective bargaining process.

I would ask you to oppose this bill. I have served on the local school board for several years and know that binding arbitration would take control of our schools away from the local school boards and give it to the teachers association and an arbitrator with no feeling for local issues or regard for the ability to pay. Experience has shown that binding arbitration invariably causes cost increases. We need our local school boards. Americans have always wanted their public schools in the hands of locally elected boards. Please preserve their position and ability to run the schools.

Vote against binding arbitration please. Such a vote will help keep governmental costs down and preserve local control of our schools. I am sure you favor local control of public schools and in these lean years we must keep costs down.

Sincerely,

*Edward D. Spencer*

Edward D. Spencer, M.D.

1989

1000 1st Avenue, Juneau, Alaska 99801, Telephone 747-3983



APR 28 1989

## City of Galena

Antoski Hall • P.O. Box 149 • Galena, Alaska 99741 • Telephone (907) 656-1301

April 25, 1989

Senator Paul Fischer, Chair  
Health and Social Services Committee  
Alaska State Senate  
P.O. Box V  
Juneau, Ak 99811

Dear Senator Fischer:

It has come to my attention that there is binding arbitration legislation now before your committee. This legislation is of concern to the City of Galena because of the potential for significant increases in cost to the taxpayers of providing for education which would likely result from passage of this legislation.

This legislation is particularly critical at this time when state support for education is drying up and local governments are more hard pressed to provide needed funds. We felt that it was important to let you know of our concern regarding this legislation.

Sincerely,

Nancy Gross,  
City Manager

NG/rla

cc: files

2nl4/25

# COUNCIL ANNETTE ISLANDS RESERVE

HARRIS L. ATKINSON, MAYOR  
ROSEBELLE G. NELSON, SECRETARY  
BONNIE G. SCUDERO, TREASURER

ESTABLISHED 1887

METLAKATLA INDIAN COMMUNITY  
P.O. BOX 8  
METLAKATLA, ALASKA 99926

April 26, 1989

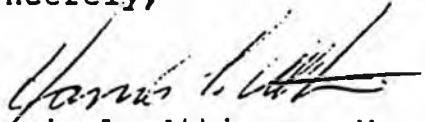
State of Alaska  
Senate and House of Representatives  
PO Box V  
Juneau, AK 99811

Dear Honorable Members of the Alaska State Legislature,

Enclosed with this letter please find a copy of a resolution which was passed by the Metlakatla Indian Community on the evening of April 25, 1989. This resolution is intended to communicate strong opposition to binding arbitration in any form. The Metlakatla Indian Community believes that the matters of negotiating agreements, compensating personnel, determining school employee workload and the management of school district economics is clearly a issue of local control and should not be influenced or governed by individuals outside of the local communities.

Your consideration of this resolution as CSSB 15 and the companion bills as they are processed will be appreciated.

Sincerely,



Harris L. Atkinson, Mayor  
Metlakatla Indian Community

Enclosure

HLA:JL

\misc

RESOLUTION NO. 89-28

By The

Council Annette Islands Reserve  
METLAKATLA INDIAN COMMUNITY

WHEREAS, the Alaska House of Representatives and Senate is currently considering the adoption of a binding arbitration bill that would require local school districts to submit to binding arbitration in instance of negotiations impasse; and

WHEREAS, binding arbitration takes away the decision-making from local boards of education and local communities; and

WHEREAS, binding arbitration will increase the costs of operating public schools in the many Alaskan communities; and

WHEREAS, boards of education are currently charged with the responsibility of determining the nature of educational programming and school district financial management; and

WHEREAS binding arbitration would result in persons who have little or no knowledge about local conditions making decisions about local communities; and

WHEREAS, the Metlakatla Indian Community is committed to local control, local governance of the schools and fostering quality education; NOW, THEREFORE,

BE IT RESOLVED that the Metlakatla Indian Community Council vehemently opposes any form of binding arbitration; and FURTHER,

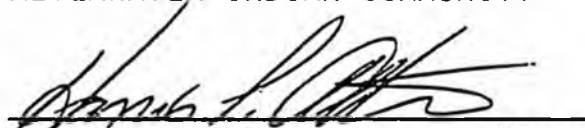
BE IT RESOLVED that the legislators who are considering the binding arbitration proposals be encouraged to reject any further consideration of such proposals.

DATED: This 26th day of April 1989 at Metlakatla, Alaska 99926.

Signed:

METLAKATLA INDIAN COMMUNITY

ATTEST:

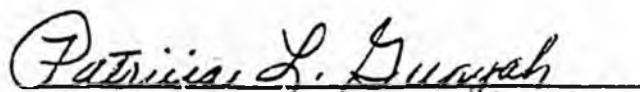
  
Harris L. Atkinson Mayor

  
Patricia L. Gunyah, Acting Sec.

C E R T I F I C A T I O N

I hereby certify that the foregoing Resolution was duly passed at a Council Meeting held on the 25th day of April, 1989, at which a quorum was present by a vote of 8 FOR and 0 AGAINST, the Mayor being authorized to sign the Resolution.

Signed:

  
Patricia L. Gunyah, Acting Sec.

APR 23 1989

## Sand Point City School District

Box 269

Sand Point, Alaska 99661

John A. Davis  
Superintendent

(907) 383-2393

April 25, 1989

\*

The Honorable Paul Fischer  
Alaska State Senate  
P.O. Box V  
Juneau, Alaska 99811

Dear Senator Fischer,

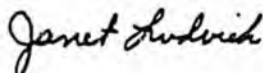
We are very concerned that the Legislature is moving quickly on the "binding arbitration" bill in the Senate. This bill is a special interest bill that will not improve education and will cost our state a considerable amount of money in higher salaries.

Our Board has worked hard to provide an excellent school program for our children and a fine working environment for our staff. We are responsible to our community for what we decide. If binding arbitration is passed as currently proposed we will lose that ability to have the final say over many significant decisions. The state statutes are now quite lengthy with regulations regarding teachers and their employment. Introducing an outside arbitrator removes us from the role we were elected for. We are the elected officials who were empowered to make the hard choices. When we do a poor job, we will be held accountable by our constituents.

Rural Alaska is just beginning to take full responsibility for developing educational organization to educate our children. We view binding arbitration as a mechanism that will reduce our ability to determine the future of our children's education. This is a relatively new opportunity for us; do not reduce that by supporting this legislation.

Do not support binding arbitration in its current form.

Sincerely,



Janet Ludvick, President  
Sand Point City School Board

# Kashunamiut School District

985 KSD Way  
Chevak, Alaska 99563  
(907) 858-7713

APR 28 1989

Alex P. Tatum  
Superintendent

James L. Reynolds  
Principal

April 24, 1989

Senator Paul A. Fischer  
Alaska State Legislature  
P.O. Box V (MS 3100)  
Juneau, Alaska 99811

Dear Senator Fischer:

I am writing in reference to SB 15. The Kashunamiut School Board has directed me to send the attached resolution stressing their opposition to the passage of this bill. As many school boards around the state have said before, the passage of this bill would greatly diminish the ability of the school boards to govern school districts.

The Kashunamiut School board appreciate your consideration of this concern. Their feeling is that any infringement by the state legislature into this issue of contracts between local school boards and staff, certified and classified, only serve to diminish local control, and weaken the locally elected school boards.

Should you have need for any other information please contact me at 858-7713.

Sincerely,



Alex P. Tatum  
Superintendent

APT/lap

cc: AASA  
AASB  
Kashunamiut School Board  
Senator Lloyd Jones  
Senator Al Adams  
Senator Tim Kelly  
Senator Jim Duncan

Enclosure

**Kashunamiut School District**  
**Chevak, Alaska 99563**

**RESOLUTION**  
**89-04**

WHEREAS, the Kashunamiut School District is an REAA, operating under the Laws and Regulation of the State of Alaska, and

WHEREAS, there is before the State Legislature a bill (SB15) that would call for binding arbitration in employee negotiations, and

WHEREAS, the state of Alaska is facing decreased funding for the current years, and in the foreseeable future, and

WHEREAS, locally elected school boards are the elected officials charged with the oversight of education in their respective local school districts, and

WHEREAS, an arbitrator is not necessarily a local resident and is not elected or empowered by the local residents of a school district with the duties and responsibilities of overseeing education in the school district, and

WHEREAS, it is possible for an arbitrator to make a decision that could infringe upon the duties and responsibilities of the elected school board, now

THEREFORE BE IT RESOLVED, that the Kashunamiut School Board voice its opposition to binding arbitration, and request that the Alaska State Legislature not enact SB15 or any other legislation that may infringe on the powers and duties of the locally elected school board in the State of Alaska.

ADOPTED this 2<sup>nd</sup> day of March, 1989. at a duly convened meeting of Kashunamiut School District Board of Education by the affirmative vote of a majority of the Board.

ATTEST: \_\_\_\_\_ Board President

[Signature] Board Secretary

APR 28 1989

CLARK  
+ MANAGER



TELEPHONE  
1907) 246-4224

## *Bristol Bay Borough*

Box 189 • NAKNEK, ALASKA 99633

April 25, 1989

The Honorable Paul Fischer  
Alaska State Legislature  
P.O. Box V  
Juneau, AK 99811

Dear Senator Fischer,

Attached is a resolution opposing binding arbitration. The Bristol Bay Borough contends that the right to establish educational costs should remain local.

We hope that you will consider our resolution in making your decision.

Sincerely,

A handwritten signature in cursive script that reads "Fred W. Pike".

Fred W. Pike  
Mayor/Acting Manager

FWP/czo

JIM D. CLARK  
BOROUGH MANAGER



TELEPHONE  
(907) 246-4224

## *Bristol Bay Borough*

BOX 189 • NAKNEK, ALASKA 99633

### RESOLUTION 89-6

A RESOLUTION OPPOSING BINDING ARBITRATION IN SCHOOL DISTRICT NEGOTIATIONS.

WHEREAS, a Bill has been introduced in the Alaska Legislature proposing binding arbitration for resolving impasse in school district negotiations, and

WHEREAS, binding arbitration would remove from a locally elected school board its responsibility and right to establish educational costs and place this right in the hands of an outside arbitrator, and

WHEREAS, binding arbitration is counter to the principles of a representative form of government to maintain the common interest and good, and

WHEREAS, the fair and impartial treatment of the Binding Arbitration Bill is in jeopardy due to political pressures brought to bear by the teacher unions of the State,

THEREFORE BE IT RESOLVED, that the Bristol Bay Borough Assembly opposes both binding arbitration and those who would compromise the common good for the sake of this special interest legislation.

Passed and approved by the Bristol Bay Borough Assembly this  
24<sup>TH</sup> day of APRIL 1989.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Borough Clerk

Testimony Before the Senate HESS Committee  
April 28, 1989

Presented by Cora Sakeagak, Clerk  
Board of Education, North Slope Borough School District

Senator Fischer and members of the Senate HESS Committee, thank you for the opportunity to testify before your Committee. In your capacity as Chairman of this Committee, Senator Fischer, I wish to thank you on behalf of our School Board for your special interest in the education of children throughout Alaska and the North Slope. We appreciate your past efforts to extend fairness and objectivity during the binding arbitration deliberations.

My name is Cora Sakeagak and I am here representing the seven-member Board of Education for the North Slope Borough School District. I am currently serving my second three-year term on the Board. Like many of our elected School Board members and other Alaskan officials, I thoroughly enjoy and respect the democratic process we use before making critical decisions on behalf of our constituents. My husband Morgan and I have four children and we value highly those aspects related to the family unit, which, of course, includes a sound educational base for them.

Our School Board continues to strongly oppose the passage of Senate Bill 15 and any other legislation related to binding arbitration. Nowhere in this bill do I see fairness and equity toward management rights; most of all, toward the children we have the privilege of serving. Before acting on issues, the driving force behind all the decisions we make is: Is this decision in the best interest of our students? What will be the impact of this decision on our students?

Locally-elected School Board members have the responsibility and the authority to govern and manage the schools. We are keenly aware of this and we do our very best to protect this right vested in us by the Legislature.

We are extremely disturbed that the rights of the School Board and management may be jeopardized. It appears that this bill caters heavily toward one side of this issue without regard to the precious democratic process used by elected School Board members in making sound educational decisions.

Our democratic process would be imbalanced by binding arbitration laws. Very detrimental to the complicated social and economic fabric of our communities is the "unconstitutional" delegation of the school board's authority to a third party. This places an extremely imbalanced amount of power into the hands of an unelected, unaccountable person (not knowledgeable in the education field) and who does not live in the area being affected by binding arbitration. How is this imbalance of power and the deminishment of local control viewed by the Legislature? I ask this question because school boards hold in high regard the authority vested in them to govern schools at the local level.

In 1988, out of 55 districts, only three districts had unsettled contracts. Historically, negotiations in Alaska have been completed before contract expiration dates. Does that constitute a drastic change for ALL school districts in Alaska?

Indeed, it is wise to learn from history and to take heed to its warnings. Already, the states of South Dakota, California, Colorado, Utah, and Ohio, have had their binding arbitration laws overturned and termed unconstitutional by the Supreme Courts.

Alaskans overall enjoy the constitutional right to exercise maximum local control. We treasure this right because it allows those of us who are elected school board members to make decisions that will allow our children to reach their maximum potential in achieving academic excellence. This is our goal. Any actions we make must maintain a strong instructional focus on the learner.

We ask that the Legislature first legally review this proposed binding arbitration legislation. A legal opinion on the constitutionality of this bill would only be fair and cause us to act more responsibly as elected officials.

Binding arbitration would virtually wreck our finances even further than we are now, during these financial-troubled times. Again, binding arbitration history shows that salary and benefits have significantly increased, at the expense of educational programs. To wipe out our students' educational programs in order to further increase our highly paid teachers is not a decision we on the North Slope are willing to make at all.

Finally, I wish to point out that State and Federal contributions to school districts are decreasing every year and local governments thereby are experiencing hardships to make up the difference. Pending legislation is also seeking an increase in local contributions. The North Slope Borough School District receives the majority of our funding from our local municipality; not from the State and Federal governments. It is unfair for the State to impose laws on the North Slope Borough School District when its dollar contribution to my area is less than 30 percent of our total budget. The majority of our funding does not stem from the State of Alaska. We feel strongly that we exercise maximum local control because the majority of our funding comes from our own local contributions.

Members of the Senate HESS Committee, I wish to reiterate that proposed binding arbitration laws in our State should be legally reviewed and thoroughly studied before any further actions are taken by the Legislature. Copies of the Legislature's legal opinion should be distributed to ALL school boards in Alaska for our review as well. To do so would demonstrate an air of some regard toward those of us who are elected school officials.

Again, Senator Fischer and members of the Committee, thank you for any consideration you can give to our Alaskan school boards and the North Slope Borough School District.

April 28, 1989

TESTIMONY OF SAUL R. FRIEDMAN

Mr. Chairman, Members of the Committee, my name is Saul Friedman. I am an attorney from Anchorage and have practiced law in the State of Alaska since 1971. For the past eleven years my practice has been almost exclusively in the area of education law. I represent school boards and school districts. That representation has included at the table collective bargaining. I am intimately familiar with Alaska's teacher bargaining laws.

I have closely followed the progress of Senate Bill 15 through this legislative session, and have read and listened to the arguments made by NEA in support of binding arbitration. I find those arguments to be both superficial and misleading. Basically, support for binding arbitration is premised on the claim that there is a need for finality in the bargaining process, and that teachers are unhappy with the current system and want a fairer system.

The argument regarding finality is the most deceptive of all. Alaska's teacher bargaining law provides the same finality as other State labor relations laws and the Federal Labor Management Relations Act which governs private sector bargaining throughout this nation. Finality in bargaining occurs in two ways. One, when an agreement is reached, and second, if good faith efforts to reach an agreement are unsuccessful, when the employer implements its last best offer. In other words, the

employer's last best offer becomes the terms and conditions of employment.

Do not be deceived into thinking that binding arbitration provides some different method of finality. Binding arbitration does not guarantee an agreement between the parties. Rather, binding arbitration is the implementation of a last best offer. Instead of a school board implementing a last best offer an arbitrator takes that action. The finality of the process is absolutely no different. It is the implementation of a last best offer because no agreement has been reached.

NEA has expressed to you its unhappiness with the present system. That argument should not surprise you in the least. But it is poor public policy to pass legislation because the NEA is unhappy with the results of the present system.

NEA's unhappiness is a function of the collective bargaining process. On one side you have NEA, on the other you have the school board. NEA is seeking to increase salary and benefits and limit management rights. It is acting selfishly. I am not being derogatory. I have stated many times to NEA representatives at the bargaining table that I appreciate and understand the motivation behind their proposals. I do not fault them for those proposals, but I recognize that they are the result of human nature. You would expect NEA to ask for higher wages, more benefits and less management control.

On the other hand, the school board has a statutory responsibility to the entire educational program. It is looking

after the interests of all employees not just teachers. There are administrators, teacher aides, cooks, maintenance people, custodians, and the list goes on and on. There are parents and of course students. The interests represented by the school board are different than the interests of NEA. To change the system because current law generates unhappiness in the NEA is to attempt to legislate against human nature.

And that relates directly to the assertion that the current system is unfair. NEA claims it is unfair because it has not gotten its way in the collective bargaining process. If you consider the selfish prospective that NEA brings to the bargaining table, it is appropriate that NEA has not gotten its way.

The current system is exceedingly fair to teachers. In the absence of binding arbitration, the Alaska Legislature over the years has provided teachers with a measure of employment security that is unequaled in the State of Alaska. The Alaska Legislature has basically provided tenured teachers with lifetime security in employment. The Alaska Legislature has dictated to school boards both the procedures and grounds that govern the dismissal of tenured teachers. It has limited the reasons for dismissals, established complex procedures for dismissals, and given teachers a right to a full-blown trial in the courts in the event of dismissal. The court is not even required to give weight or credence to a school board's decision.

In the area of the non-retention, the Legislature has made it as difficult to non-retain a tenured teacher as it is to

dismiss one. With one exception -- if there is a decrease in attendance. In other words, if attendance does not decrease, regardless of the financial problems that a school district faces, even if the Legislature cuts school funding by 10%, a school district cannot non-retain or lay-off a tenured teacher from one year to the next. It cannot lay-off any teacher, whether tenured or non-tenured, mid-year.

NEA not only wants to keep those exceptional protections in the law, but wants to take away from school boards the final decision making authority on all terms and conditions of employment.

NEA is not coming to you asking that issues of tenure, dismissal, non-retention be placed on the bargaining table and be subject to binding arbitration. NEA does not want to make that change to the current law.

Make no mistake about it, NEA wants binding arbitration not because it thinks it is fairer, not because it thinks it is better public policy, but because it cannot lose with binding arbitration. Under current law, if negotiations do not reach an agreement, the last best offer of the school board can ultimately be implemented. Under binding arbitration the worst that can happen to NEA is the very same thing -- the board's last best offer is implemented. The best that can happen to NEA is that NEA's last best offer is implemented. NEA cannot lose in binding arbitration and that is the reason why it is pushing for it.

Unfortunately, so much of the argument regarding binding arbitration has revolved around the salary issue. But there are many other issues that are dealt with at the bargaining table. Those include life insurance, health insurance, liability insurance, automobile allowance, tuition or inservice workshops, reimbursement for physical exams, sabbatical leave, career development, administrative leave, personal leave, sick leave, unpaid leave of absence, maternity leave, paternity leave, political leave, duty-free lunch, preparation periods, planning time, inservice days, personnel files, involuntary transfers, voluntary transfers, reductions of staff, and the list goes on and on. Binding arbitration takes away from school boards the power to make final decisions not only on what it will pay its employees but what benefits it will provide them, how they will be assigned and reassigned, and the reasons and number of days they will be allowed out of the classroom on leaves.

I have sat in countless school board meetings from Kaktovik all the way around the North and Western Coast of Alaska through Barrow, Kotzebue, Little Diomed, Nome, St. Lawrence Island, Bethel, Mt. Village, as well as interior villages and of course Anchorage. I have watched with great admiration the time and effort that elected school board members put into representing their constituents. Similar to the Alaska Legislature, school boards make decisions only after digesting a tremendous amount of information whether it regards curriculum, student testing, staffing patterns, capital project needs, maintenance

needs, or an analysis of an entire school district budget running into the scores or even hundreds of millions of dollars. Those school board members have been elected to exercise their judgment in carrying out the responsibilities placed upon them by law. If school board members are not properly performing their job, the Legislature has provided for recall procedures and, of course, school board members can be voted out of office at the next election.

In the final analysis, the issue of binding arbitration becomes an issue of respect -- respect for elected school board members. For the Alaska Legislature to mandate that the final decisions on all negotiable items be taken out of the hands of school board members shows a lack of respect for fellow elected officials and mocks the democratic process itself. School board members deserve your respect and deserve your vote against binding arbitration. Thank you.

\*\*\*\*\*

02/89-6

LIVE IN  
I'm from TOK.

MR. CHAIRMAN MY NAME IS GARY KRANENBURG AND I APPEAR BEFORE  
YOU TODAY AS A MEMBER OF <sup>ALASKA STATE</sup> ~~LOCAL~~ SCHOOL BOARD.

I APPRECIATE THIS OPPORTUNITY TO PRESENT MY PERSPECTIVE ON THE  
ISSUE OF BINDING ARBITRATION.

THE BASIS OF OUR SYSTEM OF SCHOOLS IS THE PUBLIC PROCESS. IT  
IS A SYSTEM WHICH I KNOW ALL OF YOU UNDERSTAND WELL. IT IS  
NOT A PERFECT SYSTEM BUT IT HAS WORKED WELL SINCE THE  
INCEPTION OF OUR CONSTITUTIONALLY BASED GOVERNMENT SOME TWO  
HUNDRED YEARS AGO.

AS LEGISLATORS YOU ARE WELL AWARE OF THE NEGOTIATION PROCESS.  
IT IS THIS VERY PROCESS WHICH KEEPS THE PUBLIC TRULY INVOLVED  
IN OUR GOVERNING AFFAIRS. IT WORKS MUCH THE SAME WAY AT OUR  
LOCAL SCHOOL BOARD LEVEL. IT ISN'T ALWAYS PRETTY, BUT IT  
KEEPS FOLKS INVOLVED AND THAT INVOLVEMENT IS THE FOUNDATION  
UPON WHICH OUR PUBLIC SCHOOLS ARE BUILT.

IF YOU OUR LEGISLATORS BY LAW, MANDATE BINDING ARBITRATION,  
OUR ABILITY LIKE YOURS TO ACT ON BEHALF OF THOSE WHO ELECT US  
WILL BE SEVERELY DIMINISHED. IT PUTS A SHUNT BETWEEN WE THE  
REPRESENTATIVES OF THE LOCAL ELECTORATE AND THOSE WHO TEACH  
OUR CHILDREN. IT COULD BE COMPARED TO A BINDING ARBITRATOR  
BEING PLACED BETWEEN THE LEGISLATURE AND THE ADMINISTRATION  
DURING THE BUDGET PROCESS.

~~IN SOME RESPECTS THIS WILL HAPPEN.~~ AS LEGISLATORS YOU ARE UNDER A CONSTITUTIONAL OBLIGATION TO FUND EDUCATION. IN RURAL AREAS THAT CONSTITUTES FULL FUNDING. OVER TIME THAT WILL CHANGE, BUT TODAY YOU ARE OUR SOURCE OF FUNDS. IF THE LEGISLATURE ALLOWS AN ARBITRATOR THE AUTHORITY TO BIND THEM TO A FUNDING LEVEL IS THIS NOT AN EROSION OR A BROGATION OF LEGISLATIVE AUTHORITY?

IN CLOSING, I ASK FOR YOUR CONSIDERATION FOR THOSE OF US WHO ARE ELECTED TO SCHOOL BOARDS TO NOT INTERFER IN THE PROCESS. LET US WORK OUT OUR DIFFICULTIES. WHEN BOARDS MEMBERS ARE WRONG OR OUT OF STEP THEY ARE REPLACED. OUR PROCESS PURGES JUST AS THE LEGISLATIVE PROCESS PURGES. IT IS NEVER AS QUICK AND CLEAN AS WE WOULD SOMETIMES LIKE, BUT OUR GOVERNMENT IS AN EVOLVING GOVERNMENT. IMPERFECT, BUT FLEXIBLE. SLOW, BUT PUBLIC. UNPREDICTABLE, BUT PROVEN.

ON BEHALF OF MYSELF AND THE PEOPLE I REPRESENT, I ASK YOU HERE TODAY TO KEEP THE PUBLIC PROCESS IN BALANCE AND LET US FULLFILL OUR FULL MEASURE IN THE SPIRIT OF PUBLIC SERVICE. KEEP OUR PROCESS LIKE YOURS OPEN AND DYNAMIC. —

THANK YOU FOR YOUR VALUABLE TIME.

IF I CAN I WILL ANSWER ANY QUESTIONNS YOU MIGHT PRESENT TO ME.

STAFF EMPLOY UNIONS AT LEVEL THAT WAS NEGOTIATED.  
~~AREA~~

A. S. E. A

### Statement of Albert Washington

My name is Albert Washington. I am a member of the Bering Strait School District Board of Education. I am also Mayor of the City of St. Michael and President of the North/Northwest Mayors Conference.

As a member of a school board, I spend many, many hours traveling to and attending School Board meetings, committee meetings, Advisory School Board meetings, and the Association of Alaska School Board conferences. I also spend a lot of time meeting with my constituents and learning of their concerns. I do all of these things in order to become an effective School Board member and to learn as much as I can about the operations of the Bering Strait School District, so that I can then exercise my judgement when it comes to making important decisions relating to the operations and management of the District.

In my capacity as Mayor of the City of St. Michael, I also spend a great deal of time dealing with constituents and, of course, time performing city business and attending and chairing City Council meetings.

The time I spend as President of the North/Northwest Mayors Conference provides me with knowledge and insight into the broader issues facing all of the municipalities in our Northwest Region.

I do not expect all of my constituents to agree with every decision that I make as a Mayor or as a School Board Member. However, my constituents do know that I have exercised the very best of my judgement in reaching those decisions. And, ultimately, through the electoral process, I am accountable to my constituents.

As an elected official, like you are, it saddens me to have to come down here to Juneau to ask you to please allow me to continue exercising my judgement on some of the most important issues that face any school district - issues such as the salary to be paid to employees, and the number and types of leaves to be provided to employees.

In the brief time I've had your attention, of which I am grateful, I wish to leave you with the simple request of allowing the School Board members to sustain our ability to determine the future of our children's education by voting against S.B. 15.

Thank you for your time.

# CRAIG SCHOOL DISTRICT

Wm. D. Millhorn  
Superintendent  
and  
Principal

## SUMMARY

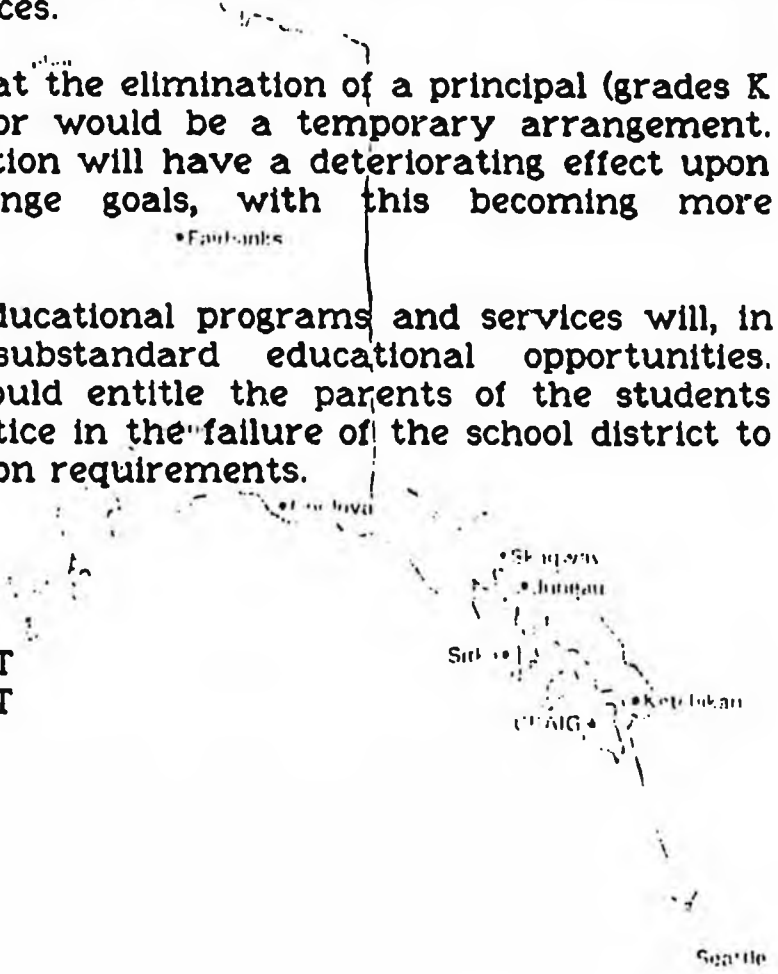
The reductions sustained in the 1988-89 school year were balanced in part by a better teacher-student ratio at the lower levels (K-2).

This positive factor will be eliminated as well as the part-time elementary librarian services.

It was anticipated that the elimination of a principal (grades K 12) and a district counselor would be a temporary arrangement. Continuation of this reduction will have a deteriorating effect upon immediate and long range goals, with this becoming more pronounced.

Further erosion of educational programs and services will, in my opinion, produce substandard educational opportunities. Further, this situation would entitle the parents of the students involved to claim malpractice in the failure of the school district to provide even basic education requirements.

DAVID JOHNSON, PRESIDENT  
CRAIG CITY SCHOOL DISTRICT  
BOARD OF EDUCATION



**CRAIG CITY SCHOOL DISTRICT  
LOST OR REDUCED PROGRAMS AND SERVICES  
DUE TO REDUCTION IN REVENUES FROM THE STATE**

CLASS DESCRIPTION	1987-88		1988-89		1989-90	
	ENROLLMENT	FTE	ENROLLMENT	FTE	ENROLLMENT	FTE
<b>ELEMENTARY</b>						
KINDERGARTEN	32	1.33	26	1.33	30	0.67
1ST GRADE	26	1.00	30	2.00	26	1.00
2ND GRADE	16	1.00	22	2.00	30	1.00
3RD GRADE	18	1.00	15	1.00	22	1.00
4TH GRADE	19	1.00	20	1.00	15	1.00
5TH GRADE	18	1.00	15	1.00	20	1.00
6TH GRADE	16	1.00	20	1.00	15	1.00
LIBRARIAN		0.33		0.19		0.00
ART		0.00		0.00		0.00
MUSIC		0.40		0.00		0.00
PHYSICAL ED		0.50		0.00		0.00
SPEECH THERAPIST		0.25		0.10		0.10
<b>TOTAL</b>	<b>145</b>	<b>8.81</b>	<b>148</b>	<b>9.62</b>	<b>158</b>	<b>6.766</b>
<b>HIGH SCHOOL 7-12</b>						
GENERAL TEACHERS		7.50		8.00		8.00
MUSIC		0.50		0.50		0.50
PHYSICAL ED		0.50		0.50		0.50
FOREIGN LANGUAGE		0.50		0.00		0.00
LIBRARIAN		1.00		0.00		0.00
ART		0.50		0.00		0.00
COUNSELOR		1.00		0.00		0.00
SPECIAL ED		1.00		1.00		1.00
PRINCIPAL		1.00		0.00		0.00
SPEECH THERAPIST		0.25		0.11		0.11
<b>TOTAL</b>	<b>78</b>	<b>13.75</b>	<b>68</b>	<b>10.11</b>	<b>78</b>	<b>10.11</b>
<b>TOTAL ALL</b>	<b>223</b>	<b>22.56</b>	<b>216</b>	<b>19.73</b>	<b>236</b>	<b>16.876</b>
<b>SUPPORT SERVICES</b>						
SUPERINTENDENT		1.00		1.00		1.00
BUS. MANAGER		1.00		1.00		1.00
DIST SECRETARY		1.00		1.00		1.00
MAINT. SUPERVISOR		1.00		1.00		1.00
ELEMENTARY SEC.		1.00		1.00		1.00
H.S. CLERICAL		1.00		0.80		0.80
CUSTODIAL		2.00		1.88		1.88
KITCHEN		2.00		1.88		1.88
<b>TOTAL</b>		<b>10.00</b>		<b>9.56</b>		<b>9.56</b>

## FINANCIAL EMERGENCY

PROGRAM OR SERVICES DISCONTINUED IN  
THE CRAIG CITY SCHOOL DISTRICT BECAUSE OF  
THE REDUCTION IN REVENUES FROM THE STATE.

1. Loss of full-time Principal;
2. Loss of full-time Counselor;
3. Discontinuance of Foreign Language;
4. Loss of High School and Elementary Art - 1/2 day;
5. Loss of Elementary Music, reduction in music program from 90% to 50%;
6. Loss of half-time certified Speech Therapist, replaced with nine (9) days itinerate service and non-specialized aide;
7. Loss of Elementary Physical Education Instruction;
8. Loss of High School Librarian;
9. Reduction in Clerical Staff - high school secretary by 20%;
10. Reduction in Custodial Services by 12%;
11. Reduction in Kitchen Services by 11.5%; and,
12. Deferring of Preventive Maintenance.

All of the above items will impact the school district in various ways.

**SUMMARY:** The loss of the above is evident. Further erosion, in my opinion, would be a substandard educational program. Further, it would entitle the parents of the students involved to claim mal-practice on the part of the educational system for failure to provide even basic education.

PRESENTATION BY

CYRIL R. WANAMAKER

APRIL 28, 1989

GOOD AFTERNOON! MY NAME IS CYRIL R. WANAMAKER. I LIVE AT 3814 KILLEWICH DRIVE JUNEAU, ALASKA. BEFORE I GIVE MY TESTIMONY I WOULD ASK YOU TO LET ME FINISH SPEAKING BEFORE YOU ASK ME ANY QUESTIONS. I HAVE A HEARING PROBLEM AND I CAN LOSE MY PLACE TRYING TO UNDERSTAND WHAT YOU ARE ASKING ME.

THANK YOU!

I AM HERE TODAY TO SPEAK IN OPPOSITION TO SB 15, IN PARTICULAR, TO THE BINDING ARBITRATION PROVISION.

I BELIEVE BINDING ARBITRATION POSES A SERIOUS THREAT TO AFFIRMATIVE ACTION AND TO THE ELIMINATION OF THE HIGH NATIVE STUDENT DROPOUT RATE. ACCORDING TO THE LATEST PROJECTIONS THIS DROPOUT RATE WILL REACH 60%.

I BELIEVE BINDING ARBITRATION WILL MEAN THE LOSS OF LOCAL DECISION MAKING TO AN OUTSIDE PARTY WHO DOES NOT UNDERSTAND OUR EDUCATIONAL NEEDS AND THE LIMITED EXTENT OF OUR LOCAL RESOURCES TO ADDRESS OUR LOCAL PROBLEMS.

I BELIEVE BINDING ARBITRATION WILL MEAN THE LOSS OF OUR NEWLY HIRED MINORITY TEACHERS AND ADMINISTRATORS WHO SERVE AS ROLE MODELS FOR MINORITY STUDENTS.

BECAUSE OF THE LABOR CONTRACTS IN EFFECT IN JUNEAU, LAST HIRED FIRST FIRED MEANS THE NEWLY HIRED MINORITY TEACHERS.

I BELIEVE THAT BINDING ARBITRATION WILL CAUSE AN INCREASE IN THE NUMBER OF NATIVE FAMILIES WHO LEAVE JUNEAU OR SEND THEIR CHILDREN TO PRIVATE SCHOOLS IN ORDER TO SECURE THE BEST EDUCATION FOR THEM THAT CAN BE OBTAINED.

I BELIEVE THAT BINDING ARBITRATION WILL ELIMINATE ANY POSSIBILITY OF EVENTUALLY PROVIDING A HOT MEAL PROGRAM FOR OUR CHILDREN IN THE SCHOOL DISTRICT.

AT THIS TIME I WOULD LIKE TO PROVIDE YOU WITH A LITTLE OF MY HISTORY AND INVOLVEMENT WITH EDUCATION SO THAT YOU MAY BETTER UNDERSTAND THE BASIS FOR MY INSIGHT AND CONCERN.

I AM A TLINGIT WHO WAS BORN AND RAISED IN JUNEAU. I WENT TO SCHOOL HERE AND SO DID MY BROTHERS AND SISTERS. I DROPPED OUT OF HIGH SCHOOL AND SO DID SOME OF MY OTHER FAMILY MEMBERS.

HERE IN JUNEAU I HAVE SERVED AS A MEMBER OF THE JOHNSON O'MALLEY PARENT ADVISORY BOARD, AND AS A MEMBER AND CHAIRMAN OF THE JUNEAU INDIAN STUDIES PROGRAM.

I AM A FOUNDING MEMBER OF THE SOUTHEAST ALASKA NATIVE EDUCATION COMMISSION AND THE NATIVES FOR AFFIRMATIVE ACTION COMMITTEE.

I HAVE SERVED FOR FOUR YEARS AS THE AFFIRMATIVE ACTION REPRESENTATIVE AND AS A CO-CHAIR ON THE BUDGET TASK FORCE FOR THE JUNEAU-DOUGLAS SCHOOL DISTRICT .

I HAVE HELPED WITH THE DRAFTING AND IMPLEMENTATION OF THE JUNEAU-DOUGLAS SCHOOL DISTRICT AFFIRMATIVE ACTION PLAN.

I HAVE SERVED AS THE PRESIDENT OF THE JUNEAU TLINGIT AND HAIDA COMMUNITY COUNCIL.

RECENTLY, I BECAME PART OF A GROUP OF PEOPLE WHO WILL WORK WITH THE UNIVERSITY OF COLORADO AND THE DEPARTMENT OF THE INTERIOR TO ESTABLISH A PROGRAM OF FREE EDUCATION AND RELATED EMPLOYMENT IN ENGINEERING FOR ALASKA NATIVES.

I DID ALL OF THESE THINGS BECAUSE THE SCHOOL DISTRICT ADMINISTRATION AND THE SCHOOL BOARD ASKED ME FOR MY HELP. I WILL ADD THEY HAVE WORKED IN GOOD FAITH.

TOGETHER WE HAVE BEEN MAKING PROGRESS TO INCREASE THE PARTICIPATION OF NATIVES IN BOTH THE TEACHING AND ADMINISTRATIVE POSITIONS. HOWEVER, WE HAVE ONLY JUST BEGUN AND WE ARE BOTH FAR FROM SATISFIED.

I BELIEVE THE SCHOOL DISTRICT AND THE SCHOOL BOARD WANTS TO CONTINUE TO WORK TO IMPROVE MINORITY PARTICIPATION IN THE SCHOOL SYSTEM. I WANT TO CONTINUE TO WORK WITH THEM TO MAKE THIS HAPPEN.

THE SCHOOL DISTRICT HAS ANOTHER SEVERE PROBLEM TO WORK ON. THIS PROBLEM IS A NATIVE STUDENT DROPOUT RATE THAT IS VERY HIGH. THIS PROBLEM REQUIRES ALL OF THE RESOURCES THAT CAN BE BROUGHT TO BEAR, INCLUDING MONEY TO ELIMINATE THE PROBLEMS CONTRIBUTING TO THE UNACCEPTABLE DROPOUT RATE.

HERE AGAIN THE SCHOOL DISTRICT IS ACTIVELY WORKING WITH US TO ELIMINATE THE PROBLEM.

ONE OF THE SOLUTIONS WE SEE IS THE PLACING OF QUALIFIED NATIVES AS ROLE MODELS IN THE SCHOOL SYSTEM. AS I MENTIONED EARLIER THIS IMPORTANT STEP IS BEING CARRIED OUT THROUGH OUR MUTUAL EFFORTS. THIS IS A LOCAL EFFORT BY LOCAL PARTICIPANTS.

I COULD NOT PLACE THE RESPONSIBILITY FOR SUCH AN UNHAPPY OCCURRENCE WITH THE SCHOOL DISTRICT. I WOULD HAVE TO PLACE THE RESPONSIBILITY HERE WITH THIS LEGISLATURE.

THIS IS WHERE IT BELONGS IF YOU PASS SB 15. PASS SB 15 AND YOU WILL REMOVE OUR HOPE FOR IMPROVEMENT AND OUR OPPORTUNITY TO ELIMINATE THE EFFECTS OF PAST DISCRIMINATION.

I STRONGLY ENCOURAGE YOU TO VOTE NO ON SB 15 AND LET US RETAIN OUR OPTIONS TO SOLVE OUR LOCAL PROBLEMS THROUGH LOCAL PARTICIPANTS AND LOCAL SOLUTIONS.

THANK YOU FOR YOUR COURTESY IN LISTENING TO ME AND THE OPPORTUNITY TO SPEAK. ARE THERE ANY QUESTIONS?

TELECOPY COVERSHEET

KENAI PENINSULA LEGISLATIVE INFORMATION OFFICE

312 TYEE STREET

SOLDOTNA, AK 99669

OFFICE NUMBER: (907) 262-9364

TELECOPY NUMBER: (907) 262-1881

DATE: 4/28 TIME: 5:35 p.m.

TO: Sen ~~Fischer~~ Fischer

TITLE: \_\_\_\_\_ PHONE: 465-3791

COMMENTS: This was requested by Sen. Fischer

FROM: Doug Emery

TITLE: \_\_\_\_\_ PHONE: 283-5182 (262-9364)

COMMENTS: \_\_\_\_\_

NUMBER OF PAGES FOLLOWING THIS COVERSHEET: 7

IF YOU DO NOT RECEIVE THE TOTAL NUMBER OF PAGES FOLLOWING THIS COVER LETTER, PLEASE TELEPHONE OUR OFFICE. OTHERWISE WE WILL ASSUME YOU HAVE RECEIVED THIS TRANSMITTAL SATISFACTORILY.

SENT BY: Margaret Thomas

We the undersigned support passage of Senate Bill 15 and its attached compromises which will bring finality to the collective bargaining process.

37

Name

Address

Signature

Joyce Taylor P.O. Box 336, Soldotna AK 99669 *Joyce Taylor*

*William D. ...* P.O. Box 461 Kenai AK 99602 *William D. ...*

*W. J. ...* Box 357 Soldotna AK 99669

Scott Richmond Box 462 Kenai, AK 99611 *Scott Richmond*

Tim Delaney Box 408 Kaslof, AK 99610 *Tim Delaney*

*Douglas ...* 570 ... Kenai AK 99611 *Douglas ...*

F. Dewayne (RAIG) 406 S. Forest Dr #3 Kenai AK 99611 *F. Dewayne (RAIG)*

## Finality In Bargaining

I support the Finality In Bargaining concept for teachers, which is guaranteed by SB15. We must get this bill out of committee and on the Senate floor for a vote. I urge you to move it out of committee right away.

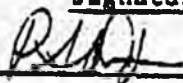

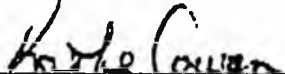
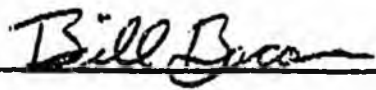
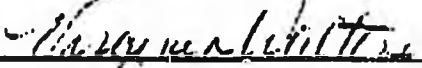
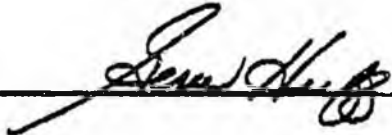
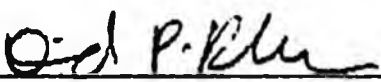
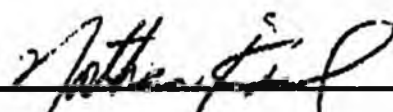
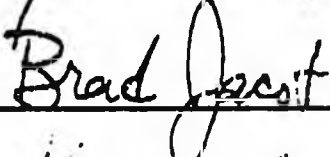
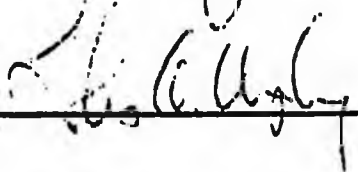

Name	Signature	Address	Phone
1. Kathy King	<i>Kathy King</i>	P.O. Box 4807 Kenai	262-9805
2. J. Schooley	<i>Jeanbrown Schooley</i>	Box 1831 Soldotna	262-9461
3. Diana M. Marsh	<i>Diana M. Marsh</i>	Box 3183 Soldotna	262-7693
4. Teresa Kiffmeyer	<i>Teresa Kiffmeyer</i>	Box 3684 Soldotna	262-6019
5. BARB LOFREN	<i>Barb Lofren</i>	P.O. Box 2608 Soldotna	262-9008
6. Margaret Lilla	<i>Margaret Lilla</i>	H.C. 2 - Box 922 Soldotna	262-4217
7. Regina Banas	<i>Regina Banas</i>	460 Cannery Rd. Kenai, AK	
8. Charles W. Tackew	<i>Charles W. Tackew</i>	Box 99 Soldotna, AK	285-9708
9. VERN A. KORNSTAD	<i>Vern A. Kornstad</i>	1607 Tanaga Kenai, AK	283-4257
10. Trena Richardson	<i>Trena Richardson</i>	Box 2278 Soldotna, AK	262-7404
11.			
12.			
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### Finality In Bargaining

I support the Finality In Bargaining concept for teachers, which is guaranteed by SB15. We must get this bill out of committee and on the Senate floor for a vote. I urge you to move it out of committee right away.

Name	Signature	Address	Phone
1. Zada Friedersdorff	Zada Friedersdorff	Bx 3566 Soldotna	262-9886
2. Nancy Steng	Nancy Steng	Box 581 Soldotna	262-9479
3. Elizabeth M Kobylarz	Elizabeth M Kobylarz	254 Binkley St. Soldotna AK	262-9442
4. Candy Goldstein	Candy Goldstein	Soldotna, AK 99689	262-9184
5. Jenni Mac Donald	Jenni Mac Donald	PO Box 2515 Soldotna	262-9447
6. Bill Rosh	Bill Rosh	P.O. Box 2943 Soldotna, AK 99689	262-9561
7. Barbara Burman	Barbara Burman	Box 1121 Soldotna AK	99669 262-94
8. Judy DeVito	Judy DeVito	P.O. Box 317, Soldotna, AK	99664
9.			
10.			
11.			
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We the undersigned support passage of Senate Bill 15 and its attached compromises which will bring finality to the collective bargaining process.

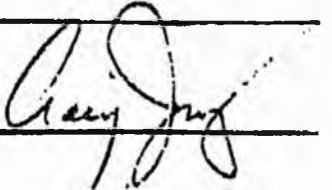
Name	Address	Signature
Patrick S. Dixon	1010 Mike Dr. Kenai	
AARON CARLSON	Box 2096 KAVAI	
Kathe Cowan	PO Box 1917 Kenai	
Bill Bacon	Box 4146 Kenai	
VIRGINIA WAHREN	214 BIRCH Kenai	
Gene Huff	110 Wooded Glen Ct.	
David Phelan	Box 2618 Soldotna	
NATHAN KIEL	Box 2322 KENAI	
Brad Jacot	Box 2875 Kenai	
Thomas A. Murphy	Box 486 Kenai	
Lois Massie	4575 Kenai Pk. Kenai	


We the undersigned support passage of Senate Bill 15 and its attached compromises which will bring finality to the collective bargaining process.


Name

Address

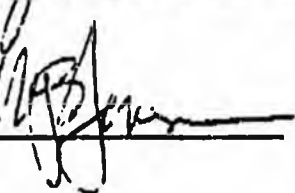
Signature

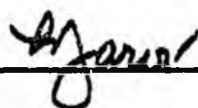
Craig Jung 114 Deepwood Ct. Kenai 

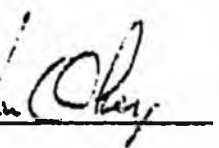
Robert A. Salo 4510 Kennitze Court, Kenai, 

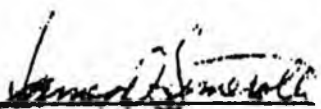
Hal Smalley 105 Tiwasa Ln. Kenai 

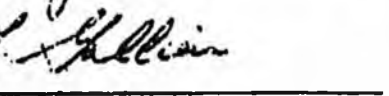
Jim Beeson 1303B Kana Lane - Kenai 

MARIL J BARKNER P.O. Box 3954 - Soldotna AK 

LINDA L. JARVI P.O. Box 3568 Kenai, AK 

Tom Oberly Box 10807 Kenai AK 99611 

JAMES D. SIMEROTH, 616 Cedar Dr, Kenai, AK 99611 

CHARLES L. GALLIEN, P.O. Box 3243 KENAI, AK 99611. 

SAWANG SMITH P.O. Box 1682 Soldotna, AK 99669 

We the undersigned support passage of Senate Bill 15 and its attached compromises which will bring finality to the collective bargaining process.

Name

Address

Signature

DARYLE WHITE 190 TRUMPTER AVE Daryle White  
SOLDOTNA.

Jon C Gifford 312 Dolly Varden St Jon Gifford  
Kenai, AK 99611

Wally Williams P.O. Box 2247 Soldotna Wally Williams

MIKE BACHMEIER Box 4303 Soldotna Mike Bachmeier

FREDERICK G. JONES Box 3446 Soldotna Frederick G. Jones

Jesse L Evans Hc2 Box 5550 Soldotna AK Jesse L Evans

William H. Kopecky Box 3591 Soldotna AK William H. Kopecky

Alan Holt P.O. Box 2483 Soldotna, AK Alan K Holt

Michael Christensen 1552 1st St Michael Christensen  
Soldotna, AK

SKIP WALDEP P.O. Box 2421 Skip Waldep

## Finality In Bargaining

I support the Finality In Bargaining concept for teachers, which is guaranteed by SB15. We must get this bill out of committee and on the Senate floor for a vote. I urge you to move it out of committee right away.

Name	Signature	Address	Phone
1.	Darrell Hagen	242 Coral Ave	262-2744
2.	Elden Brothers	257 Stacy Dr.	262-5600
3.	John Seckel	Box 2468 Soldotna #1 Sirena Circle	262-1257
4.	Ken Clark	291 Ketawai/Alutna	262-5066
5.	Neldon Gardner	Box 3756 Soldotna	262-5730
6.	David Sleet	127 Fernmount Sol.	2-7892
7.	Marie Louise Combs	Box 421	2-4549
8.	Kenneth Smith	Box 2465 Soldotna	262-5218
9.	Etta M. Niemi	37305 Tancredia Soldotna	262-4461
10.	Gary J. Howard	HC 1 Box 1417 Soltau AK	262-9884
11.	Bernard W. Stille	Box 592 Soldotna, AK	262-4861
12.	John Christensen	Box 3885 Soldotna AK	262-1325
13.			
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# Alaska State Legislature

Please enter into the record my testimony to the

JENNIFER HESS

committee name

committee on

SB 15

, dated

4-28-89

bill/subject

As opposed to OMB verification of financial exigency, why not consider having the independent auditors performing the last financial audit determine if an exigency exists. Prior year auditors would ~~already~~ already have an understanding of the interworkings of the District in question.

I spoke with one Senator's office + was informed that OMB has stated that it doesn't have the ~~the~~ man-power to perform this function.

Signed:

CAROL MCNEIL

Testifier

KODIAK IS BOROUGHS SD

Representing (Optional)

P.O. Box 3235 Kodiak AK 99615

Address

907/486-5046, work #

Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the HESS  
 An Act Related to Public School Employees Collective Bargaining committee name  
 committee on SB 15 bill/subject 4-28-89

As a parent of two elementary children in the F.N.S.B. school system, I ask you not to pass any legislation in favor of binding arbitration for teachers. Binding arbitration would not be in the best interests of Alaska's youth. And it would paralyze our school boards to make sound decisions on wage and benefit packages. Our local elected officials, accountable to their electorate, ~~and~~ who live in our community, unlike an outside arbitrator, must be able to conduct the business of providing quality education with ~~the~~ diminishing funds to our children. Money would have to be taken from programs to pad teachers' wallets. Vote no on binding arbitration.

Signed: *Argonne Innd* (over)  
 Testifier

self  
 Representing (Optional)  
PO Box 81109 Fairbanks AK 99708  
 Address

479-4394  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the CESS  
 committee name  
 committee on SB15 , dated 4/28/89  
 bill/subject

Opponents to SB15 make supporters of this bill seem like irresponsible, money hungry, self serving employees who care nothing for students. You should be reminded that we are in the education business because we do care for the children.

More than ever in the past three years we have seen the need for bringing finality to the bargaining process as negotiations have dragged on for up to and beyond a year's time.

The basic premise of this bill is to give finality to the bargaining process. For 15 years we have been trying to equalize the process of bargaining and we afforded the same balance of power that other public employees have.

This bill deserves a fair chance by coming to a full senate vote.

Signed: *Dustin D. Danna*  
 Testifier  
Education Support Staff Association (Fairbanks)  
 Representing (Optional)  
2110 Cushman, Fairbanks AK 99709  
 Address  
452-2023  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the NESS  
committee name  
 committee on SB 15, dated 4/28/89  
bill/subject

Fewer & Fewer people are going into education. We are an "endangered species". We deserve to be treated fairly. We have compromised & compromised but when we ask for something we are considered "special interest" or "undemocratic". Is it only democratic when management wants it? Please put an end to this battle, Pass. S.B. 15.

Signed: Becky Williams  
Testifier

Tail Pay / Myself  
Representing (Optional)

1194 Holmes Rd. N. Fairbanks, Ak.  
Address

488-9726  
Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the SENATE HEBS  
 committee name  
 committee on SP15 , dated 4/20/89  
 bill/subject

I am opposed to binding arb. The legislature should be making things easier for us rather than harder. Give us a break on tenure and laying off tenured teachers for budget reasons. Binding arb will hurt the kids by allocating financial resources to teachers. As a school board member I want well paid teachers but not at the expense of our kids. Binding arb gives all the power to the teachers. we want local control.

Signed: Andy Warwick, (Andy Warwick)  
 Testifier  
Fairbanks School Board  
 Representing (Optional)  
3200 Riverbend Dr 99709  
 Address  
456-1566  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Senate How  
 committee name  
 committee on Binding arbitration , dated 4/28/89  
 bill/subject

I am opposed to the Binding arb. bill for the following reasons:

- 1) The teachers in Alaska are among the best paid teachers in the country - they do not need the help of an arbitrator.
- 2) It is not good financial management to pass legislation that would increase costs to local schools during a time when all Alaska schools are facing financial difficulties.
- 3) This is a political Bill and does not improve the quality of our education system. Those of you who support this bill should examine your motives. If we are going to spend extra money on education let's spend it on our high paid teachers.

Signed: James L. Dodson JAMES L. Dodson  
 Testifier

Representing (Optional)  
1267 Skyline Dr. Fbki  
 Address  
U52 3663  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Senate HESS  
 committee name  
 committee on Senate Bill 15 , dated 4-28-89  
 bill/subject

I have a master's degree in Education and have taught in Alaska for over six years. I understand the frustration that some feel, which has lead them to believe that Senate Bill 15 will solve their problems. However, I believe this bill will cause far more problems than it will solve.

As an educator with two children, I urge you to defeat this Bill. Far too much local control has already been lost to the unions. Local control is essential for our Educational System. This Bill will be detrimental to our communities and to our children.

Signed: Diann M. Aldrich *Diann M. Aldrich*  
 Testifier

Representing (Optional)  
P.O. Box 80214 Fairbanks, Alaska 99708  
 Address  
479-6845  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Sen. HESS  
committee name

committee on SB 15 dated 4/28/89  
bill/subject

As a parent with 5 children in our school system, I am concerned about what this bill means for KIDS the people who should receive first consideration.

Having watched school budgets for 10 years, I know that because labor costs are set by negotiated contracts and constitute such a huge portion of the budget. The only place budgets can be cut when funding is tight is in the programs which most directly affect kids.

If the legislature is prepared to increase funding to keep pace with the resultant increase in costs (as witnessed by similar laws in ~~some~~ other states) then perhaps this would make more sense. The truth is you are unable to do that. And the uproar caused by strikes and forced settlements of the inevitable budget cuts program cuts for kids is unconscionable.

Signed: Sue Hull  
Testifier

Representing (Optional)  
1670 Washington Dr., Ft. St.  
Address

479-5725  
Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the H.E.S.S.  
committee name

S.B. 15

committee on An Act Related to Public, dated 4-28-89

bill/subject  
Schools Employees Collective Bargaining

As a parent of two children in the public school system and as a strong advocate of K-12 education, I would like to comment on S.B. 15. It is my opinion that this bill will do nothing to enhance or improve the education of our children. ~~I am~~ I am opposed to this bill.

It is our elected school boards responsibility to determine the expenditure and allocation of the public funds received for education. By passing this bill, you will take this responsibility away from the school board. This also takes away my privilege as a citizen to give input to our elected school board regarding the best use of educational funds. By giving the authority to an arbitrator, binding arbitration replaces budget and management decisions in the hands of a person not accountable to local voters.

When a school district provides the money for teacher raises that money would then be cut from other parts of the budget. ~~that~~ that money would be cut from programs most beneficial to

Signed: Elita Koggin our children's education.  
Testifier

Representing (Optional)  
P.O. Box 80322, Fairbanks, Alaska 99708  
Address  
479-5746  
Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the HESS  
 committee name  
 committee on SB 15 , dated 4/28/89  
 bill/subject

I am a parent with 3 children in the Fbks public schools. The citizens elect our school board with sentiments we share. That gives them an added dimension I feel is necessary in negotiating contracts an outside party wouldn't have. I would be very sorry to see local controls taken away in this area. As it stands our teachers are well paid. Binding arbitration will force fixed costs up, leaving a smaller portion of the financial pie for our children. This bill will benefit the teachers only. It won't bring better programs, and increased educational opportunities.

Signed: Jurri A. Rozic  
 Testifier

Representing (Optional) .  
1385 Summit Dr., Fbks  
 Address  
457-7075  
 Phone No.



# Alaska State Legislature

P. 4. 15  
1072

Please enter into the record my testimony to the Senate HESS  
committee name

committee on CS SB 15, dated April 25, 1989  
bill/subject

The issue here is binding arbitration. Please ask yourselves, is this legislation necessary? Check the negotiated agreements of school districts around the state, and you will have to answer "No!" This legislation is not needed.

The only reason negotiations drag on is because:

1. The unions ask for the moon and refuse to settle for they get it.
2. It is nice/strategic to be negotiating in the fall, preferably a couple weeks before school is to start, and use it as a club with the school board.

Ask, how many unions are willing to negotiate during the summer? It's not that important!

Are these employees being treated "arbitrarily" and "capriciously"?  
Hardly!

Signed: Cam Carlson - Cam Carlson - Edson

Testifier

Self

Representing (Optional)

PO Box 80234, College 99702

Address

479-2348

Phone No.



# Alaska State Legislature

P.S. 15  
FEAR  
2 of 2

Please enter into the record my testimony to the Sandra Hess  
committee name  
committee on CS SB 15 , dated April 28, 1989  
bill/subject

Maybe even more importantly, this bill is a Fatal assault on local control. We have local school boards vested with the authority to manage our local schools. We can not tie their hands!

Vote No! on any binding arbitration legislation for public school employees.

Former School Board Member ; on Negotiations team  
Mother of 3  
Degree in Education

Signed: Don Carlson  
Testifier

self  
Representing (Optional)

PO Box 850234, College 99708  
Address

479-2348  
Phone No.

(6)



# Alaska State Legislature

Please enter into the record my testimony to the Senate H.E.S.S. Committee  
committee name

committee on S.B. 15, dated April 28, 1989  
bill/subject

I'm Chairman of the Fbks. Chamber of Commerce Education  
Committee and I oppose S.B. 15 and other legislation that  
provides binding arbitration for School District employees  
for the following reasons:

- a) Alaska teachers are the highest paid teachers  
in the country - This has been accomplished  
without binding arbitration.
- b) Fbks. teachers earn an average gross wage  
in excess of \$40,000.
- c) FY89 will see an increase in wages for Fbks.  
teachers of 2%.

We do not need to further increase the bargaining position  
of labor, and we clearly do not need further interference  
by the state in local management affairs. (over)

Signed: Gary Hutchinson (GARY HUTCHISON)  
Testifier

Fbks. Chamber of Commerce Education Committee  
Representing (Optional)

367 Leann St. Fbks., AK.

Address

456-1531

Phone No.

Garry Hutchinson  
P<sup>315</sup>  
D<sup>15</sup>  
[SIDE 2)

Our state has experienced great ~~division~~ <sup>division</sup> over the past years because of our economic recession. The primary reason for this divisiveness is due to Public employer unions refusal to agree to reasonable reductions in pay rates and benefits, oftentimes layoffs and reduction in services instead. Union strength ~~and~~ <sup>and</sup> weak management negotiators are responsible for this divisiveness.

Strengthening the bargaining position of Public school employees ~~is~~ with special interest legislature such as S.B. 15 will add to our community's division.

Senator Fisher, you have the backbone to kill this bill. Give S.B. 15 a slow death in the Senate H.E.S.S.

FAIRBANKS



# Alaska State Legislature

Please enter into the record my testimony to the HESS  
 An Act Related to Public School Employees Collective Bargaining committee name  
 committee on SB 15 bill/subject 4-28-89

As a parent of two elementary children in the F.N.S.B. school system, I ask you not to pass any legislation in favor of binding arbitration for teachers. Binding arbitration would not be in the best interests of Alaska's youth. And it would paralyze our school boards to make sound decisions on wage and benefit packages. Our local elected officials, accountable to their electorate, ~~show~~ and who live in our community, unlike an outside arbitrator, must be able to conduct the business of providing quality education with ~~that~~ diminishing funds to our children. Merries would have to be taken from programs to pad teachers' wallets. Vote no on binding arbitration.

Signed: *Argonne Frank* (over)  
 Testifier

self  
 Representing (Optional)  
PO Box 81109 Fairbanks AK 99708  
 Address

479-4394  
 Phone No.

Georgianne Franke

I am disappointed that I have not (SIDE 2)  
had an opportunity to testify. As I  
cannot afford a plane ticket to Juneau  
and am not backed by a union, this is  
my only opportunity to be heard.

FAIRBANKS



# Alaska State Legislature

Please enter into the record my testimony to the SENATOR H.E.S.S.  
committee name

committee on SB 15 dated 3/23/89  
bill/subject

All the additions & changes to the binding arbitration provisions of this bill can't make the fact that school districts options will be reduced and costs increased if this is passed.

Any legislation which favors one small, well protected & paid special interest group at the expense of the local taxpayers is bad legis-lation. The Teachers union is well aware of the gains they have made & the improved contract they have achieved even in a time of reduced & declining revenue. This harping about finality

Signed: Marilyn Demmitt

Testifier

KENAI PENINSULA Borough School Dist.

Representing (Optional)

Box 39310 NINILCHIK

Address

567-3927

Phone No.



# Alaska State Legislature

*Continuation of testimony*

Please enter into the record my testimony to the \_\_\_\_\_ committee name

committee on \_\_\_\_\_, dated \_\_\_\_\_, bill/subject

*is a bogus issue emotionally pursued. We have contracts in place and will continue to negotiate fairly.*

*But school boards also represent the children we must educate. School boards are more concerned, and rightly so, with making sound policy decisions affecting those children. Please re-examine your priorities and consider how difficulties increase when you further restrict our options.*

Signed: *Marilyn Dem...*

Testifier *KPB School Bd*

Representing (Optional)

Address

Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Sen. Hess  
Committee name

committee on SB15 - Finality in, dated 4-28-89  
bill/subject Bargaining

The Kenai School sat at the table 24 months trying to bargain a contract. At the end of "advisory arbitration", our school board imposed this "advisory" report as "binding". They know and realize the need for finality. They know it worked.

Finality is needed to settle those contracts in those areas where bargaining problems arise. It obviously works. Let's put a solution to these bargaining so the teachers can return to the classroom and get on with the education of the kids.

The school board assn. asked to have the right to strike added - teachers substantially agreed. Now, the Sch. Board Assn. can't even support their own request. They seem to change their minds as often as often as the weather changes.

I hope you realize that many teachers were denied the chance to speak while the Sch. Bd. stacked the Junken hearing.

Testifier Jada Friederichoff

Representing (Optional)

P.O. Box 3566, Soldotna, AK 99669

Address

262-9886

Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Senate HCSS  
committee name  
 committee on SB-15, dated 4/28/89  
bill/subject

Until a thorough legal review of all the components of this bill is received this bill should remain in committee. I fear that by bringing in a 3rd party to decide who side is right or what the judgment should be is NOT in the best interest of the local school board, union, or citizens of a community. I donot support this bill in its present form

Signed: [Signature]  
 Testifier

Representing (Optional)  
Box 1202 Sableton  
 Address  
262-5846  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Hess - Senate  
committee name  
 committee on SB-15 - Negotiations finality, dated 4/2/89  
bill/subject

The Sub. B to SB15 is a good one -  
 it provides equity and responsibility - on  
 each side in negotiations -

Signed: [Signature]  
 Testifier

Representing (Optional)  
Box 1024

Address  
Kenai, AK 99611

Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the Senate HCSS  
 committee name  
 committee on SB 15, dated 4-28-89  
 bill/subject

*I would like to go on record in support of S.B. 15.*

Signed: *[Signature]*  
 Testifier

Representing (Optional)  
406 S FOREST DR # 3A Kenai AK  
 Address  
283 480 2  
 Phone No.



# Alaska State Legislature

Please enter into the record my testimony to the HESS  
committee name

committee on SB 15, dated 4/28/89

bill/subject

Please support Binding Arbitration 1132 wouldn't be asking for Binding Arbitration if there wasn't a need for the finality in bargaining. Remember, both parties must agree on the arbitrator. The arbitrator will only be employed if they have established a record of fairness to both parties.

Striking doesn't resolve issues, it divides communities & hurts kids. An unknown judge in some other city who is called in to resolve a strike certainly is not local control.

Teachers have more to do than strike & fight for basic finality in their contracts. We need to stay in the classrooms with our children. Give us finality and we can do a better job in the classrooms.

Signed:

Roger Lieber  
Testifier

parent of 2 children  
Representing (Optional)

207 Coral Street  
Address

207-1537  
Phone No.

**STATE OF ALASKA  
1989 LEGISLATIVE SESSION**

BILL VERSION : \* CSSB 15 (FIN) am

PUBLISH DATE : \_\_\_\_\_

5/11/89  
HCFIL

**FISCAL NOTE**

**REQUEST:**

Revision Date: \_\_\_\_\_ Agency Affected: Labor  
 Title: "An Act including public school employees in the Public Employees Relations Act." BRU: Labor Standards & Safety  
 Sponsor: Duncan, Zharoff, et al. Components: Wage & Hour  
 Requestor: House Labor & Commerce

**EXPENDITURES/REVENUES: (Thousands of Dollars)**

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND&STRUCTURES						
GRANTS,CLAIMS						
MISCELLANEOUS						
<b>TOTAL OPERATING</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

CAPITAL						
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REVENUE						
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**FUNDING: (Thousands of Dollars)**

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**POSITIONS:**

FULL-TIME						
PART-TIME						
TEMPORARY						

**ANALYSIS:** (Attach a separate page if necessary)

Prepared by: Tom Stuart, Director Phone: 264-2452  
 Division: Labor Standards & Safety Date: 5/8/89  
 Approved by Commissioner: Jim Sampson Date: 5/8/89  
 Agency: Department of Labor

Distribution (by preparer) :  
 Legislative Finance  
 Legislative Sponsor  
 Requestor  
 Office of Management and Budget  
 Impacted Agency(ies)

**RECEIVED**

MAY 9 1989

2-6-90  
(H) RUL

STATE OF ALASKA  
1990 LEGISLATIVE SESSION

BILL VERSION: CS SB 15 (HESS)  
PUBLISH DATE: \_\_\_\_\_

FISCAL NOTE

REQUEST:

Revision Date: \_\_\_\_\_ Agency Affected: Education  
 Title: Certain terms of a teacher's expired contract, nonretention of teachers BRU: K-12 Support  
 Sponsor: Senate HESS Components: Foundation  
 Requestor: Senate HESS

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 91	FY 92	FY 93	FY 94	FY 95	FY 96
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)

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

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Prepared by: Mary Hakala Phone: 465-2800  
 Division: Commissioner's Office Date: 5/2/90

Approved by Commissioner: William G. Demmert Date: 5/2/90  
 Agency: Education

Distribution (by preparer):  
 Legislative Finance  
 Legislative Sponsor  
 Requestor  
 Office of Management and Budget

STATE OF ALASKA  
1989 LEGISLATIVE SESSION

Bill Version: CB 88 15 (HESS)

Publish Date: 5/1/89

FISCAL NOTE

REQUEST:

Revision Date	<u>05/01/89</u>	Agency Affected:	<u>Alaska Court System</u>
Title:	<u>An Act Including public school employees in PERA</u>	BRU:	<u>Trial Courts</u>
Sponsor:	<u>Duncan, Zharoff, Kerttula</u>	Components:	
Requestor:	<u>HESS</u>		

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
<b>TOTAL OPERATING</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)

General Funds	0.0	0.0	0.0	0.0	0.0	0.0
Federal Funds						
Other						
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

POSITIONS:

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

No fiscal impact.

Prepared by: Jan Strandberg, General Counsel  
 Division: Alaska Court System

Phone: 284-8228  
 Date: 05/01/89

Approved by: Arthur H. Snowden, II, Administrative Director  
 Agency: Alaska Court System

Date: 05/01/89

Distribution (by preparer):  
 Legislative Finance  
 Legislative Sponsor  
 Requestor  
 Office of Management & Budget  
 Impacted Agency(ies)

**STATE OF ALASKA 1989 LEGISLATIVE SESSION  
FISCAL NOTE**

**REQUEST:** Bill Version: CS SB 15 (C&RA) (a)  
Publish Date: 3/23/89

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Revision Date: Agency Affected: Alaska Court System  
Title: An act including public school employees in the PERA BRU: Trial Courts  
Sponsor: Duncan, Zharoff, Kerttula... Components:  
Requestor: C & RA

EXPENDITURES/REVENUES:	(Thousands of Dollars)					
	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
OPERATING						
Personal Services	••••	••••	••••	••••	••••	••••
Travel	••••	••••	••••	••••	••••	••••
Contractual	••••	••••	••••	••••	••••	••••
Supplies	••••	••••	••••	••••	••••	••••
Equipment	••••	••••	••••	••••	••••	••••
Land & Structures	••••	••••	••••	••••	••••	••••
Grants & Claims	••••	••••	••••	••••	••••	••••
<b>TOTAL OPERATING</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

CAPITAL

REVENUE

FUNDING:	(Thousands of Dollars)					
General Funds	0.0	0.0	0.0	0.0	0.0	0.0
Federal Funds	••••	••••	••••	••••	••••	••••
Other	••••	••••	••••	••••	••••	••••
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

POSITIONS:						
Full-time	••••	••••	••••	••••	••••	••••
Part-time	••••	••••	••••	••••	••••	••••
Temporary	••••	••••	••••	••••	••••	••••

ANALYSIS: (Attach a separate page if necessary)

No fiscal impact.

Prepared by: *Jan Strandberg* Jan Strandberg, General Counsel Phone: 264-8228  
Division: Alaska Court System Date: 03/13/89

Approved by: *Arthur H. Snowden, II* Arthur H. Snowden, II, Administrative Director Date: 03/13/89  
Agency: Alaska Court System

- Distribution (by preparer):
- Legislative Finance
  - Legislative Sponsor
  - Requestor
  - Office of Management & Budget
  - Impacted Agency(ies)

**STATE OF ALASKA 1989 LEGISLATIVE SESSION  
FISCAL NOTE**

**REQUEST:** Bill Version: SB 15 (a)  
Publish Date: 3/23/89

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Revision Date:  
Title: An act including public school employees in the PERA  
Sponsor: Duncan, Zharoff, Kerttula...  
Requestor: C & RA

Agency Affected: Alaska Court System  
BRU: Trial Courts  
Components:

EXPENDITURES/REVENUES: (Thousands of Dollars)						
OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
Personal Services	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Travel	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Contractual	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Supplies	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Equipment	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Land & Structures	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Grants & Claims	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
<b>TOTAL OPERATING</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**CAPITAL** . . . . .

**REVENUE** . . . . .

FUNDING: (Thousands of Dollars)						
General Funds	0.0	0.0	0.0	0.0	0.0	0.0
Federal Funds	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Other	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

POSITIONS:						
Full-time	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Part-time	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .
Temporary	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .

**ANALYSIS:** (Attach a separate page if necessary)

No fiscal impact.

Prepared by: *Jan Strandberg*  
 Division: Alaska Court System Phone: 264-8228  
 Date: 03/13/89

Approved by: *Arthur H. Snowden, II*  
 Agency: Alaska Court System Date: 03/13/89

- Distribution (by preparer):
- Legislative Finance
  - Legislative Sponsor
  - Requestor
  - Office of Management & Budget
  - Impacted Agency(ies)

STATE OF ALASKA  
1990 LEGISLATIVE SESSION

BILL VERSION: CSSB 15 (FIN) am

PUBLISH DATE:

2-6-90  
(H) RUL

FISCAL NOTE

REQUEST:

Revision Date: \_\_\_\_\_ Agency Affected: Labor  
 Title: "An Act including public school employees in the Public Employment Relations Act..." BRU: Labor Standards & Safety  
 Sponsor: Duncan, Zharoff, et al. Components: Wage & Hour  
 Requestor: House Finance

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 91	FY 92	FY 93	FY 94	FY 95	FY 96
PERSONAL SERVICES	64.4	64.4	64.4	64.4	64.4	64.4
TRAVEL	12.5	12.5	12.5	12.5	12.5	12.5
CONTRACTUAL	25.0	25.0	25.0	25.0	25.0	25.0
SUPPLIES	0.7	0.7	0.7	0.7	0.7	0.7
EQUIPMENT	2.4	0.0	0.0	0.0	0.0	0.0
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	105.0	102.6	102.6	102.6	102.6	102.6

CAPITAL						
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REVENUE						
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FUNDING: (Thousands of Dollars)

GENERAL FUND	105.0	102.6	102.6	102.6	102.6	102.6
FEDERAL FUNDS						
OTHER						
TOTAL	105.0	102.6	102.6	102.6	102.6	102.6

POSITIONS:

FULL-TIME	1.0	1.0	1.0	1.0	1.0	1.0
PART-TIME	1.0	1.0	1.0	1.0	1.0	1.0
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Note: There is no fiscal impact in FY 90.

Prepared by: Tom Stuart, Director Phone: 264-2452  
 Division: Labor Standards & Safety Date: 2/5/90  
 Approved by Commissioner: Jim Sampson Date: 2/5/90  
 Agency: Department of Labor

Distribution (by preparer) :  
 Legislative Finance  
 Legislative Sponsor  
 Requestor  
 Office of Management and Budget  
 Impacted Agency(ies)

**Fiscal Note Analysis  
for  
"An Act including public school employees..."**

Under this bill, the Department of Labor will act as the Labor Relations Agency for all school districts in the state and be responsible for investigation of representation petitions, determination of appropriate units for collective bargaining purposes, monitoring elections and holding representation hearings.

Additionally, upon expiration of the contracts of the certificated employees who currently are covered for collective bargaining under Title 14 "Compiled School Law," a number of challenges to the representation by current employee unions can be expected. Such challenge activity, which includes investigation of petitions and all the other functions of organization, would also have to be handled by the agency. This activity is currently administered by the school boards affected.

One wage & hour investigator, located in Anchorage, will be required to conduct the investigations, monitor the elections, and hold informal hearings. In addition, one part-time clerical position will be required to provide technical support for the investigator.

In addition to the costs associated with the wage & hour investigator and clerical support position, there would be additional costs for legal support (\$10.0) and printing (\$1.5).

Assuming a July 1, 1990 effective date, line item costs for FY 91 would be as follows:

Personal Services	\$64.4
Travel	12.5
Contractual Svcs.	25.0
Commodities	.7
Equipment	<u>2.4</u>
	105.0

Of these costs, only the equipment cost of \$2.4 would be a one-time item.

Position Title <b>Wage &amp; Hour Investigator II</b>			No. of Positions <b>1</b>	Range/Step <b>18A</b>	Barg. Unit <b>GGU</b>
Time Status <b>PFT</b>	Staff Months <b>12</b>		Location <b>Anchorage</b>		Election District
Type of Expenditure			Justification		
		Amount	<p>This position will conduct investigations and informal hearings of unfair labor practice complaints filed with this agency. The position will be responsible for monitoring school district representation elections and assisting school districts in complying with state and federal labor relations laws. The investigator will travel extensively throughout the state performing these investigations, hearings, and monitoring functions.</p> <p>Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair, cabinets, etc.</p>		
1	2	3			
Salary	<b>\$37,356</b>				
Benefits	<b>13,735</b>				
Premium Pay					
Other					
Total Personal Services		<b>\$51,091</b>			
Travel		<b>12,500</b>			
Contractual		<b>9,282</b>			
Commodities		<b>350</b>			
Equipment		<b>1,200</b>			
Other					
Total Cost		<b>\$74,423</b>			
Funding Source for Total Cost					
Federal Receipts	1002				
G. F. Match	1003				
General Fund	1004	<b>\$74,423</b>			
GF Program Receipts	1005				
Other					

**Request For  
New Position**

Agency Labor  
 BRU Labor Standards & Safety  
 Component Wage & Hour

Page 3 of 4  
 Revised Date

**FY 90**

Position Title <b>Clerk Typist III</b>		No. of Positions <b>1</b>	Range/Step <b>8A</b>	Barg. Unit <b>GGU</b>
Time Status <b>PPT</b>	Staff Months <b>6</b>	Location <b>Anchorage</b>		Election District
Justification				
Type of Expenditure			Amount	
1	2	3		
Salary	<b>\$9,786</b>			
Benefits	<b>3,534</b>			
Premium Pay				
Other				
Total Personal Services		<b>\$13,320</b>		
Travel		<b>0</b>		
Contractual		<b>4,253</b>		
Commodities		<b>350</b>		
Equipment		<b>1,200</b>		
Other				
Total Cost		<b>\$19,123</b>		
Funding Source for Total Cost				
Federal Receipts	1002			
G. F. Match	1003			
General Fund	1004	<b>\$19,123</b>		
GF Program Receipts	1005			
Other				

This position will provide clerical support (typing, answering telephone, mail handling, etc.) for the wage & hour investigator.

Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair cabinets, etc.

**Request For  
New Position**

Agency Labor  
 BRU Labor Standards & Safety  
 Component Wage & Hour

Page 4 of 4  
 Revised Date

**FY 90**