

HB

224

was fixed to all media, on 5-11-99; v.a.

ALASKA STATE LEGISLATURE



Interim:

600 East Railroad Avenue --
Wasilla, Alaska 99654
(907) 373-1842
Fax - (907) 373-4729

Session:

State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
Fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING
DISTRICT 26

FOR IMMEDIATE RELEASE
May 10, 1999

For further information, contact:
Rep. Vic Kohring, at
(800) 468-2186

Kohring files bill requiring advance strike notice
House Bill 224 would mandate three day notification by unions

Juneau -- Rep. Vic Kohring (R-Wasilla/Peters Creek) has filed legislation requiring that a school district be given three days notice by a striking union. The Anchorage School District requested that Kohring file the bill.

House Bill 224 was filed in response to the recent strike against the ASD, forcing the shutdown of schools. *"It was unfair for the union to strike at the Eleven O' Clock Hour, because it didn't give parents and students a chance to react," said Kohring. "Children were turned away at the door the next morning, because they had no idea schools were suddenly shut down a few hours before. That's a very unprofessional way to treat people."*

Kohring has also expressed concern about the possibility of a strike by the Mat-Su Education Association Union, given their dissatisfaction over recent contract negotiations. He said he trusts the MSEA will extend the courtesy to the School District of letting them know well in advance of any potential strike. If not, Kohring said it will further justify his bill.

In addition to the Anchorage School District, the Association of Alaska School Boards supports House Bill 224. (See attached Statement.)

###

ASSOCIATION OF ALASKA SCHOOL BOARDS

Advocates for Alaska's Youth

Statement of Support **HB 224 School District Strike Notification**

The Association of Alaska School Boards supports HB 224, by Rep. Kohring, requiring that school districts receive a minimum of three work days advance notice before a strike can be called by a union representing district employees.

AASB's membership passed a resolution back in 1995 calling for similar legislation, a few years after educators were granted the legal right to strike. The strike notification resolution has been passed by the membership of AASB every year since.

Specifically, AASB supports legislation which would require employees and/or their bargaining agencies to give a school district a 72-hour advance notice when a strike to the district will occur, and that would require the district to give employees and/or their bargaining agency a 72-hour advance notice of its intent to impose a contract on the bargaining agency.

Rationale: Unannounced strikes undermine public confidence in public education and do not serve our communities well. Strikes create security problems for facilities. The safety of school children would be compromised in the event school employees walked off their jobs without adequate notice. Also, union members should have equal advance notification in the event a District decided to impose a contract.

May 6, 1999

ALASKA STATE LEGISLATURE



Interim:
600 East Railroad Avenue
Wasilla, Alaska 99654
(907) 373-1842
Fax - (907) 373-4729

Session:
State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
Fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING
DISTRICT 26

SPONSOR STATEMENT **HOUSE BILL 224** Representative Vic Kohring

At the request of the Anchorage School District, I am sponsoring HB 224. This bill amends the Public Employment Relations Act (PERA) to require that school districts receive a minimum of three work days advance notice before a strike can be called by a union representing district employees. School districts have been covered by PERA since 1990. Since that time, in Anchorage alone, three labor strikes have been conducted. Prior notice was provided in two of three cases. In January, 1999, the TOTEM Association of Educational Support Personnel called a strike after 10:00pm on a Thursday. The strike began the following morning. The district had no time to provide sufficient notice to parents to enable them to make alternate arrangements for the care of their school-age children. The action caused significant but unnecessary disruption to families and placed children in a safety and health risk. The short notice provided absolutely no tactical or strategic bargaining advantage to the union and had no impact on the final settlement.

Imposition of a requirement to provide advance notice will not grant undue advantage to districts since strike effectiveness in pressuring school boards to grant more generous settlements does not rely on surprise. Employees will retain full use of the strike weapon while protecting families and their school-age children from unnecessary risk.

I encourage your support of HB 224.

ALASKA STATE LEGISLATURE



Interim:

600 East Railroad Avenue
Wasilla, Alaska 99654
(907) 373-1842
Fax - (907) 373-4729

Session:

State Capitol Building, Room 421
Juneau, Alaska 99801-1182
(907) 465-2186
Fax - (907) 465-3818

REPRESENTATIVE VIC KOHRING
DISTRICT 26

SECTIONAL ANALYSIS HOUSE BILL 224

Title: An act requiring a public employee labor organization representing employees of a school district, regional educational attendance area, or a state boarding school to give a three day notice before striking.

Section 1. AS 23.40.200 is amended by adding:

(g) Before employees of a school district, a regional educational attendance area, or a state boarding school may engage in a strike under this section, the labor organization representing the employees shall give the employer written notice that the employees intend to strike. The notice must be given at least three days before the strike may begin.

NOTES TO DECISIONS

Applied in *Haffing v. Inlandboatmen's Union*, 585 P.2d 870 (Alaska 1978).

Sec. 23.40.160. Power to investigate and compel testimony. (a) For the purpose of the investigations, proceedings, or hearings which the labor relations agency considers necessary to carry out the provisions of AS 23.40.070 — 23.40.260, the labor relations agency may issue subpoenas requiring the attendance and testimony of witnesses and the production of relevant evidence.

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

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

(d) If a person refuses to obey a subpoena issued under AS 23.40.070 — 23.40.260, the superior court in the district in which the person resides or is found may, upon application by the labor relations agency, issue an order requiring the person to comply with the subpoena. (§ 2 ch 113 SLA 1972)

NOTES TO DECISIONS

Applied in *Haffing v. Inlandboatmen's Union*, 585 P.2d 870 (Alaska 1978).

Sec. 23.40.170. Regulations. The labor relations agency may adopt regulations under AS 44.62 (Administrative Procedure Act) to carry out the provisions of AS 23.40.070 — 23.40.260. (§ 2 ch 113 SLA 1972)

NOTES TO DECISIONS

Stated in *Carter v. Alaska Pub. Employees Ass'n*, 663 P.2d 916 (Alaska 1983).

Cited in *McGrath v. University of Alaska*, 813 P.2d 1370 (Alaska 1991).

Sec. 23.40.180. Penalty for violation of order or decision. A person who violates a provision of an order or decision of the labor relations agency is guilty of a misdemeanor and is punishable by a fine of not more than \$500. (§ 2 ch 113 SLA 1972)

NOTES TO DECISIONS

Applied in *Haffing v. Inlandboatmen's Union*, 585 P.2d 870 (Alaska 1978).

Sec. 23.40.190. Mediation. If, after a reasonable period of negotiation over the terms of a collective bargaining agreement, a deadlock exists between a public employer and an organization, the labor relations agency may appoint a competent, impartial, disinterested person to act as mediator in any dispute either on its own initiative or on the request of one of the parties to the dispute. The parties may also select a mediator by agreement or mutual consent. It is the function of the mediator to bring the parties together voluntarily under such favorable auspices as will tend to effectuate settlement of the dispute, but neither the mediator nor the labor relations agency has any power of compulsion in mediation proceedings. (§ 2 ch 113 SLA 1972)

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

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

(2) indef
(3) with
(b) jail, Empl or the in a s shall occur barga been u carrie
(c) 'sanita distric this cl: of this safety, apply t order e begun or not t equitie employ. impass submit
(d) T include in a str ballot to negotiat or a sta arbitrat conduct Associat In selec knowled educatio nominee of striki
(e) No the conc interpret
(f) The contract (Uniform reference 1997)

Effect of effective M: "public scho

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

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

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

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

(d) The class in (a) (3) of this section includes all other public employees who are not included in the classes in (a) (1) or (2) of this section. Employees in this class may engage in a strike if a majority of the employees in a collective bargaining unit vote by secret ballot to do so. However, if an impasse or deadlock is reached in collective bargaining negotiations between a municipal school district, a regional educational attendance area, or a state boarding school and its employees, the parties shall submit to advisory arbitration before the employees may engage in a strike. The arbitrator selected to conduct the advisory arbitration must be a member of the American Arbitration Association Panel of Labor Arbitrators or the Federal Mediation and Conciliation Service. In selecting the arbitrator, the parties shall request a list of arbitrators who have knowledge of and recent experience in the local conditions in the school district, regional educational attendance area, or state boarding school. A list containing at least five nominees who meet the qualifications of this subsection is a complete list for the purpose of striking names and selecting the arbitrator.

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

(f) The parties to a collective bargaining agreement may provide in the agreement a contract for arbitration to be conducted solely according to AS 09.43.010 — 09.43.180 (Uniform Arbitration Act) if the Act is incorporated into the agreement or contract by reference. (§ 2 ch 113 SLA 1972; am §§ 3, 4 ch 1 SLA 1992; am §§ 17, 18 ch 113 SLA 1997)

Effect of amendments. — The 1992 amendment, effective March 26, 1992, in subsection (c), deleted "public school and other" preceding "educational insti-

tution" and added "other than employees of a school district, a regional educational attendance area, or the state boarding school" in the first sentence, and, in

subsection (d), added the last four sentences.

The 1997 amendment, effective September 30, 1997, made minor stylistic changes in subsections (c) and (d).

Opinions of attorney general. — Fish hatchery employees and area management biologists have a right to strike under paragraph (a)(3) and subsection (d). May 18, 1987 Op. Atty Gen.

NOTES TO DECISIONS

- I. General Consideration.
- II. Arbitration.

I. GENERAL CONSIDERATION.

Certain teachers not covered by section. — Teachers, who are not "public employees" for purposes of this article, are not covered by this section. Anchorage Educ. Ass'n v. Anchorage Sch. Dist., 648 P.2d 993 (Alaska 1982) (decided under former law).

Strikes by teachers. — Issuance of injunction to end teachers' strike, without separate finding of irreparable harm was not error, since by making these strikes illegal, the legislature has decided that a teachers' strike would cause irreparable harm. Anchorage Educ. Ass'n v. Anchorage Sch. Dist., 648 P.2d 993 (Alaska 1982) (decided under former law).

"Impasse" in negotiations. — The state may implement unilateral contract changes when negotiations reach an impasse. For Class II employees, an impasse is reached when the parties have reached a good faith impasse and the mediation process has been exhausted. For Class III employees, an impasse is reached when negotiations are deadlocked. Alaska Pub. Employees Ass'n v. State, Dep't of Admin., 776 P.2d 1030 (Alaska 1989).

State's unilateral contract changes upheld. — Unilateral contract changes imposed by the state during an impasse in negotiations with public employees, which changes included an extension of work hours, did not deprive the employees of a property interest protected by Alaska Const., art. I, § 18. Alaska Pub. Employees Ass'n v. State, Dep't of Admin., 776 P.2d 1030 (Alaska 1989).

Applied in *Hafing v. Inlandboatmen's Union*, 585 P.2d 870 (Alaska 1978).

II. ARBITRATION.

Not exclusive remedy. — The fact that an arbitrator cannot grant the relief afforded by a statute is an indication that holding arbitration to provide an exclusive remedy would conflict with the statutory purpose. Public Safety Employees Ass'n v. State, 658 P.2d 769 (Alaska 1983).

Applicability of Uniform Arbitration Act. — Even though this section does provide that interest arbitration shall be conducted under AS 09.43.030, the section of the Uniform Arbitration Act (UAA) providing for appointment of arbitrators by agreement of the parties, or, in the absence of an agree-

ment, by the superior court, the entire UAA is not applicable to this section. *State v. Public Safety Employees Ass'n*, 798 P.2d 1281 (Alaska 1990).

Applicability of legislative approval. — The legislative appropriation requirement of AS 23.40.215(a) applies to arbitration awards under subsection (b). *Fairbanks Police Dep't Chapter v. City of Fairbanks*, 920 P.2d 273 (Alaska 1996).

Matter for courts. — Arbitrability is a question for the courts unless the parties clearly and unmistakably provide otherwise. *State v. Public Safety Employees Ass'n*, 798 P.2d 1281 (Alaska 1990).

Only nonstriking employees entitled to compulsory arbitration. — This section unambiguously extends the right to compulsory arbitration only to those employees who are forbidden from striking, i.e., class (a)(1) employees. Class (a)(2) and (a)(3) employees are not entitled to binding arbitration simply because they happen to be in a bargaining unit with class (a)(1) employees. *Alaska Pub. Employees Ass'n v. City of Fairbanks*, 753 P.2d 725 (Alaska 1988).

Issues arbitrable. — The duty to maintain fit premises under a collective bargaining agreement providing for bush housing is one for which a contract remedy is available and is thus arbitrable. *Public Safety Employees Ass'n v. State*, 658 P.2d 769 (Alaska 1983).

Issues not arbitrable. — The legality of a clearly expressed and plainly applicable contract formula was held not arbitrable under the terms of a contract clause providing for arbitration in disputes involving the meaning or application of the express terms of the contract. *Public Safety Employees Ass'n v. State*, 658 P.2d 769 (Alaska 1983).

Because of the explicit nonwaiver provisions of AS 34.03.040, the right to sue under the Uniform Residential Landlord and Tenant Act, AS 34.03, cannot be prospectively bargained away in a collective bargaining agreement which provides for arbitration. *Public Safety Employees Ass'n v. State*, 658 P.2d 769 (Alaska 1983).

Standard of review. — Appellate courts should apply the arbitrary and capricious standard when reviewing awards in compulsory interest arbitrations; in voluntary interest arbitrations, the standard of review is gross error. *State v. Public Safety Employees Ass'n*, 798 P.2d 1281 (Alaska 1990).

Sec. 23.40.205. Family leave. Notwithstanding any provision of AS 23.40.070 — 23.40.260 to the contrary, an agreement between the employer subject to AS 23.10.500 — 23.10.550 and an employee bargaining organization that does not contain benefit provisions at least as beneficial to the employee as those provided by AS 23.10.500 — 23.10.550 shall be considered to contain the benefit provisions of those statutes. (§ 7 ch 96 SLA 1992)

Revisor's notes. — Enacted as AS 23.40.200(g). Renumbered in 1992.

Se
nego
the e
inclu
shall
salar
The p
outsi
the s
of liv
griev
to the
relati
(b)
only i
statio
consci
purpo
(c)
(Admi
maint
(d)
ance w
this se
(e) l
individu
in the
presen
under
allowec
SLA 19

Delay
to Januar
In this s
who is pl
to remain
ments of
physical
the state
the requi
temporar
43.23.095
Cross
purpose r
(e), see §
Special A

Constit
wage diffe
tion's com
ket partici
Internatio
Supp. 127
Cir. 1987),
99 L. Ed. 2
Because
differential



Alaska State Legislature

Please enter into the record my testimony to the House Hear
committee name

committee on HB 224, dated 2-15-00
bill # / subject

Sir, this bill is an anti worker bill. The three (3) days notice is a burden on the working people of Alaska because already the school employees must have advisory arbitration before we can take a strike vote.

The parties must bargain after the arbitrator report. This bill has too many restrictions.

I urge you to vote NO for house bill 224.

Thank you.

Signed: Mrs. Anita J. Byers
Testifier

Representing (Optional)

P.O. Box 865 Soldotna, AK 99669

Address

907) 2626188

Phone number

FISCAL NOTE

STATE OF ALASKA
2000 LEGISLATIVE SESSION

BILL NO. HB 224

Revision Date/Time (Note if Correction): _____
Title: PERA: Notice Before Strike

Department Affected: Administration
BRU: Centralized Admin. Services
Component: Personnel

Sponsor: Representative Kohring
Requestor: (H) HES

COMPONENT SERIAL NO. 56

Expenditures/Revenues: (Thousands of Dollars)
Note: Amounts do not include inflation unless otherwise noted below

OPERATING EXPENDITURES	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES						
----------------------	--	--	--	--	--	--

CHANGE IN REVENUES ()						
------------------------	--	--	--	--	--	--

FUND SOURCE: (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1005 GF/Program Receipts						
1037 GF/Mental Health						
OTHER (Specify Type)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY 2000) cost: \$ _____

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary.)

No Fiscal Impact.

Prepared by: Sharon Barton, Director
Division: Personnel

Phone: 465-4430
Date: 1/24/00

Approved by Commissioner: Robert Poe Jr.
Agency: Department of Administration

Date: 1/24/00

PREPARER TO PROVIDE ALL DISTRIBUTION COPIES TO GOVERNOR'S LEGISLATIVE OFFICE
For further distribution information, call the Governor's Legislative Office

1-16-99

School strike

Few days' grace would have helped

Anchorage parents of public-school children woke up to an ambush Friday morning. School district office workers and teacher aides voted 788-102 Thursday night to strike.

Parents who have paid attention knew a strike and school closing were possible. They didn't expect to learn of a strike at the school doors or the bus stop, or while they were getting their children ready for school.

then on a voice vote called the strike for Friday. The decision came too late for the evening news, and the Anchorage School District, which had warned that a strike would close schools, didn't get the word until 10:40 Thursday night that the strike would begin Friday.

Many parents and students didn't get the word until Friday morning. That left them scrambling for child care and disrupted work and transportation schedules.

Parents who have paid attention knew a strike and school closing were possible. They didn't expect to learn of a strike at the school doors or the bus stop, or while they were getting their children ready for school.

While the union's timing got the community's attention, it's no way to win community support.

Ellen Gamel, president of Totem Association, apologized Friday afternoon for the disruption. She said union members are tired and frustrated at the district's stand in their contract dispute. The decision to walk out Friday reflects the depth of that frustration.

But the union would have served its own cause and the community better by giving Anchorage parents a weekend's warning and time to make child care, work and transportation arrangements. The strike could have begun Tuesday, after the King holiday. Blindsiding thousands of families Friday morning served no one's interests.

8D
1-16-99

ANCHORAGE DAILY NEWS EDITORIAL
JANUARY 16, 1999

STRIKE: Employees walk off job; schools closed in Anchorage

Continued from Page A-1

d voted.

"Is that a statement or what!" bus driver Vikki Gross exclaimed at Teamsters headquarters when union leaders announced the result of the Totem vote. "That's solidarity."

Hundreds of Totem members gathered at West High School after the vote to sign up for picketing and sign-making sessions, and some said they'd be working late to prepare for a coming strike.

The drivers voted twice Thursday night. In the first ballot, they voted 12-6 to reject the district's final contract offer. Workers soon followed with a second vote authorizing a strike.

A driver strike would eliminate transportation for students at 29 schools in the East and Service high school attendance areas. Disabled students who ride special buses to 11 district high schools and most elementary schools also would be without busing.

The district's drivers handle one-third of the district's routes. The rest are covered by a private contractor, Laidlaw Transit, whose drivers are also Teamsters but work under a separate contract. Laidlaw bus routes are unaffected if the district's drivers strike.

Drivers and Totem members said their major concern is the amount of money the district is offering in the three-year contract. Instead of three

MORE INFORMATION

■ A district letter to parents advised that information on the Daily Newsline at 7669, the district's information line at school district telephone 43 and radio stations KENI 650 AM.

annual raises for experience. Totem members would get two such raises, and the increases wouldn't cover the increased cost of their health insurance, they say.

Drivers complained that the district's offer did not give them enough base pay.

The district says its bus drivers may not earn as much an hour as other commercial bus drivers in the area. However, "their total compensation package includes many benefits not provided to school bus drivers employed by private contractors," Christal and School Board president Harriet Drummond wrote in an op-ed essay in Wednesday's Daily News.

The Teamsters Union sought raises of 20 to 25 cents an hour for the 115 drivers and bus attendants for each of three years. The district offered step raises for experience but no increase in the base pay.

Totem members make \$10.90 to \$17.30 hourly. Bus drivers make \$9.75 to \$15.50, and bus attendants \$7.35 to \$12.90. Many of them work

part time.

For some workers, strikes will hit twice as hard. Teamsters business agent Dave Mitchell said he knows of at least a half-dozen couples who have members in one or both unions.

One of those couples is Tim and Susan Morgan of Anchorage.

Tim Morgan has been a district bus driver for 21 years; Susan Morgan is a special education teaching assistant at Mears Middle School. Living with them are a middle school-age daughter, a 20-year-old son, a daughter who enters college in fall, and an infant grandchild.

"Yes, we are definitely in a situation where we're looking at the fact of losing both our incomes," Susan Morgan said.

"You just hope. You make a stand and deal with what you've decided. There's nothing more you can do."

The Totem union is the district's second largest. Members of the biggest union, the teachers, are filing petitions urging the School Board to continue bargaining until it reaches agreements with Totem and

the Teamsters, said Rich Kronberg, president of the Anchorage Education Association.

Totem officials said they won't be able to offer striking members financial aid but they have begun collecting canned food for anyone who needs it.

Teamsters members who need financial or other support will get it from the union during the strike, leaders said.

Some members of both unions said they are scared.

"This is my income," said Margie Day, a 52-year-old widow who's been driving a district bus for 12 years and who supports one of her nine children and two grandchildren. "But we feel like they're cheating us."

"I feel hurt that the district is not feeling that we're important," said Shirley Payette, a special education teaching assistant at Whaley Center, which serves emotionally disturbed children.

"This is the biggest thing some of these people have ever done," said Benny Joy, a 66-year-old retired state worker and substitute bus driver. After the Teamsters meeting broke up, Joy scuffed his boot across the snow in the parking lot.

"But you've got to draw the line," he said.

□ Reporter Rosemary Shinohara can be reached at rshinohara@adn.com. Reporter Peter Porco can be reached at pporco@adn.com.

1-15-99 A-14

JAN-25-00 TUE 12:00 PM

FAX NO.

P. 01

1-15-99 A-1, A-1

Strike shuts schools

Office workers, aides walk off job

By **ROSEMARY SHINOHARA**
and **PETER PORCO**
Daily News reporters

A union representing school district office workers and teacher aides will strike this morning, prompting district administrators to cancel school today for all Anchorage public school students.

Members of the Totem Association, which represents those school employees, and the Teamsters, which presents district bus drivers, voted Thursday night to authorize strikes. Teamster leaders said they would not strike today.

The strike votes came after months of failed negotiations. The vote by secret ballot was 788-102 by Totem members and 104-7 by the Teamsters Union Local 959.

The union informed Lee Wilson, the district's chief labor negotiator, at 10:40 p.m. that union members would be on strike this morning, Wilson said. The call came too late for news of today's walk-out to make the 10 p.m. news.

"We're disappointed at the short notice," said Wilson, who said it "will aggravate many, many people."

Superintendent Bob Christal called the strike votes disappointing. He said

Superintendent Bob Christal called the strike votes disappointing. He said the district has made offers to both employee groups that represent its "best shot. I don't think it's going to change."

The district had announced that if the nearly 1,000 secretaries, administrative assistants and teacher aides walked out, the district would close all schools, affecting 49,000 students. Sports events and other extracurricular activities will not be affected, Wilson said early today.

Nonstriking staffers should report to work as normal today, Christal said.

Christal said the closure is necessary to ensure the safety of students, especially those with disabilities. More than 400 of the Totem members are aides who work with disabled children.

Wilson said district officials will begin today to assess how the district can go about providing services to students and reopen schools during the strike.

Following Thursday night's votes, the workers were angry, frightened, defiant and exuberant. Loud whoops and applause erupted when members of each union learned how the other union

Please see Back Page,
SCHOOLS

1-15-99 A-1

1-15-99 A-1