

LEGISLATIVE FINANCE - HOUSE / SENATE FINANCE COMM. FILES 8879

SB 12 cont. , SB 15 1990 579 170

Offered: 4/26/89
Referred: Finance

6-0104H

Original sponsor: Coghill

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SPONSOR SUBSTITUTE FOR SENATE BILL NO. 12 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act providing for the issuance of general obliga-
7 tion bonds in the amount of \$38,550,000 for the
8 purpose of paying the cost of school construction;
9 and providing for an effective date."

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

11 * Section 1. For the purpose of paying the cost of school construction,
12 general obligation bonds of the state in the principal amount of not more
13 than \$38,550,000 may be issued and sold. The full faith, credit, and
14 resources of the state are pledged to the payment of the principal of and
15 interest and redemption premium, if any, on these bonds. These bonds shall
16 be issued under the provisions of AS 37.15 as those provisions read at the
17 time of issuance.

18 * Sec. 2. If the issuance of these bonds is authorized by the qualified
19 voters of the state, a special fund of the state to be known as the "1990
20 school construction fund" shall be established, to which shall be credited
21 the proceeds of the sale of the bonds described in sec. 1 of this Act
22 except for the accrued interest and premiums.

23 * Sec. 3. The amount of \$38,550,000 is appropriated from the "1990
24 school construction fund" to the Department of Education to be allocated in
25 accordance with the following projects and estimates:

26	(1) Tok school completion	\$13,250,000
27	(2) Glennallen school completion	\$ 4,300,000
28	(3) Ketchikan high school renovation	
29	and expansion	\$21,000,000

S SB0012c

-1-

CSSSB 12(HESS)

COMMITTEE COPY

1 * Sec. 4. If the issuance of these bonds is authorized by the qualified
2 voters of the state, the amount of \$134,925 or as much of that amount as is
3 found necessary is appropriated from the general fund of the state to the
4 state bond committee to carry out the provisions of this Act and to pay
5 expenses incident to the sale and issuance of the bonds authorized in this
6 Act. The amounts expended from the appropriation authorized by this sec-
7 tion shall be reimbursed to the general fund from the proceeds of the sale
8 of the bonds authorized by this Act.

9 * Sec. 5. The amount withdrawn from the public facility planning fund
10 for the purpose of advance planning for the improvements financed under
11 this Act shall be reimbursed to the fund from the proceeds of the sale of
12 bonds authorized by this Act.

13 * Sec. 6. The question whether the bonds authorized in this Act are to
14 be issued shall be submitted to the qualified voters of the state at the
15 next general election and shall read substantially as follows:

16 Proposition

17 State General Obligation School Construction
18 Bonds \$38,550,000

19 Shall the State of Alaska issue its general obligation
20 bonds in the principal amount of not more than \$38,550,000
21 for the purpose of paying the cost of school construction?

22 Bonds Yes []

23 Bonds No []

24 * Sec. 7. This Act takes effect immediately under AS 01.10.070(c).
25
26
27
28
29

1 IN THE SENATE

BY COGHILL

2 SPONSOR SUBSTITUTE FOR SENATE BILL NO. 12

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act providing for the issuance of general obliga-
7 tion bonds in the amount of \$17,550,000 for the
8 purpose of paying the cost of school construction;
9 and providing for an effective date."

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

11 * Section 1. For the purpose of paying the cost of school construction,
12 general obligation bonds of the state in the principal amount of not more
13 than \$17,550,000 may be issued and sold. The full faith, credit, and
14 resources of the state are pledged to the payment of the principal of and
15 interest and redemption premium, if any, on these bonds. These bonds shall
16 be issued under the provisions of AS 37.15 as those provisions read at the
17 time of issuance.

18 * Sec. 2. If the issuance of these bonds is authorized by the qualified
19 voters of the state, a special fund of the state to be known as the "1990
20 school construction fund" shall be established, to which shall be credited
21 the proceeds of the sale of the bonds described in sec. 1 of this Act
22 except for the accrued interest and premiums.

23 * Sec. 3. The amount of \$17,550,000 is appropriated from the "1990
24 school construction fund" to the Department of Education to be allocated in
25 accordance with the following projects and estimates:

- | | | |
|----|----------------------------------|--------------|
| 26 | (1) Tok school completion | \$13,250,000 |
| 27 | (2) Glennallen school completion | \$ 4,300,000 |

28 * Sec. 4. If the issuance of these bonds is authorized by the qualified
29 voters of the state, the amount of \$61,425 or as much of that amount as is

1 found necessary is appropriated from the general fund of the state to the
2 state bond committee to carry out the provisions of this Act and to pay
3 expenses incident to the sale and issuance of the bonds authorized in this
4 Act. The amounts expended from the appropriation authorized by this sec-
5 tion shall be reimbursed to the general fund from the proceeds of the sale
6 of the bonds authorized by this Act.

7 * Sec. 5. The amount withdrawn from the public facility planning fund
8 for the purpose of advance planning for the improvements financed under
9 this Act shall be reimbursed to the fund from the proceeds of the sale of
10 bonds authorized by this Act.

11 * Sec. 6. The question whether the bonds authorized in this Act are to
12 be issued shall be submitted to the qualified voters of the state at the
13 next general election and shall read substantially as follows:

14 Proposition

15 State General Obligation School Construction

16 Bonds \$17,550,000

17 Shall the State of Alaska issue its general obligation
18 bonds in the principal amount of not more than \$17,550,000
19 for the purpose of paying the cost of school construction?

20 Bonds Yes []

21 Bonds No []

22 * Sec. 7. This Act takes effect immediately under AS 01.10.070(c).
23
24
25
26
27
28
29

APR 27 1989

STATE OF ALASKA
1989 LEGISLATIVE SESSION

Bill Version: CS SSSB 12 (HESS)
Publish Date: 4/27/89

FISCAL NOTE

REQUEST:

Revision Date: _____
Title: \$38,550,000 General Obligations
Bonds for School Construction
Sponsor: Coqhill
Requestor: Senate HESS

Agency Affected: State Bond Committee
BRU: _____
Components: _____

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 88	FY 89	FY 90	FY 91	FY 92	FY 93
OPERATING						
PERSONAL 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
LANDS & STRUCTURES	0	0	0	0	0	0
GRANTS, CLAIMS	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	1,349.1	5,488.6	5,488.6
TOTAL OPERATING	0	0	0	1,349.1	5,488.6	5,488.6
CAPITAL	0	0	0	0	0	0
REVENUE	0	0	0	0	0	0

FUNDING: (Thousands of Dollars)

GENERAL FUND	0	0	0	1,349.1	5,488.6	5,488.6
FEDERAL FUNDS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
TOTAL	0	0	0	1,349.1	5,488.6	5,488.6

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: Attach a separate page for analysis.

Prepared By: Milt Barker MB
Division: Treasury

Phone: 465-2350
Date: April 26, 1989

Approved by Commissioner: *[Signature]*
Agency: Department of Revenue

Date: 4/27/89

Distribution (by preparer):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

FISCAL NOTE

REQUEST:

Revision Date: _____ Agency Affected: State Bond Committee
 Title: \$17,550,000 General Obligations
Bonds for School Construction BRU: _____
 Sponsor: Coghill Components: _____
 Requestor: Senate HESS

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 88	FY 89	FY 90	FY 91	FY 92	FY 93
OPERATING						
PERSONAL 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
LANDS & STRUCTURES	0	0	0	0	0	0
GRANTS, CLAIMS	0	0	0	0	0	0
MISCELLANEOUS	0	0	0	614.2	2,498.7	2,498.7
TOTAL OPERATING	0	0	0	614.2	2,498.7	2,398.7
CAPITAL	0	0	0	0	0	0
REVENUE	0	0	0	0	0	0

FUNDING: (Thousands of Dollars)

GENERAL FUND	0	0	0	614.2	2,498.7	2,498.7
FEDERAL FUNDS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
TOTAL	0	0	0	614.20	2,498.7	2,498.7

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: attach a separate page for analysis.

Debt service assumes 10 year bonds at an average interest rate of 7.0 percent. FY 91 is one semi-annual interest only payment.

Prepared By: Milt Barker MB
 Division: Treasury

Phone: 465-2350
 Date: 3-8-89

Approved by Commissioner: Wilton J. Barker for
 Agency: Department of Revenue

Date: 3-8-89

Distribution (by preparer):

Legislative Finance
 Legislative Sponsor
 Requestor

Office of Management and Budget
 Impacted Agency(ies)

FISCAL NOTE

REQUEST:

Revision Date: 2/22/90 Agency Affected: Office of the Governor
 Title: For the issuance of a general obligation bond in the amount of \$38,550,000 BRU: Elections
 Sponsor: Coghill Components: II- Primary & General Elections
 Requestor: Coghill

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 91	FY 92	FY 93	FY 94	FY 95	FY 96
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL	2.2*	-0-	-0-	-0-	-0-	-0-
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	2.2*	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	2.2*	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL	2.2*	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

The fiscal impact for FY 90 is -0-.
 * Costs included cover 2 to 3 pages in each Official Election Pamphlet, for printing and typesetting, and costs estimated to cover computer programming requirements for vote counting purposes.

Prepared by: Linda Edgeworth Phone: 465-4611
 Division: Division of Elections Date: 2/20/90

Approved by Commissioner: [Signature] Date: 2.22.90
 Agency: Division of Elections

Distribution (by preparer):

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

Did not accompany bill to committee

CONTINUATION OF FISCAL NOTE ANALYSIS

For Bill/Resolution No. CSSSSB 12 (HESS)

However, these costs are based on the assumption that all candidates and issues will fit on three ballot cards, which is the norm. It should be noted, however that should the inclusion of this issue require a 4th ballot to be printed, the cost increase would have to be calculated at 16 cents per ballot x approximately 320,000 voters. The total cost of printing the additional ballot card would be \$51.2

Under these circumstances the fiscal note would be:

53.4

2/2/90
(3) FIN

FISCAL NOTE

REQUEST:

Revision Date: 1/29/90 Agency Affected: Office of the Governor
Title: Issuance of general obligation bonds BRU: Elections
bonds in the amount of \$17,550,000 for the cost of
~~school~~ school construction Components: II- Primary & General
Requestor: Coghill Elections
Sponsor: Coghill

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 91	FY 92	FY 93	FY 94	FY 95	FY 96
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL	2.2*	-0-	-0-	-0-	-0-	-0-
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	2.2*	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	2.2*	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL	2.2*	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

The fiscal impact for FY 90 is -0-.

- * Costs included cover 2 to 3 pages in each Official Election Pamphlet, for printing and typesetting, and costs estimated to cover computer programming requirements for vote counting purposes.

Prepared by: Linda Edgeworth Phone: 465-4611
Division: Division of Elections Date: 1/29/90
Approved by Commissioner: [Signature] Date: 1/29/90
Agency: Division of Elections

Distribution (by preparer):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

Did not accompany bill to Committee

CONTINUATION OF FISCAL NOTE ANALYSIS

For Bill/Resolution No. CSSSSB12 (HESS)

However, these costs are based on the assumption that all candidates and issues will fit on three ballot cards, which is the norm. It should be noted, however that should the inclusion of this issue require a 4th ballot to be printed, the cost increase would have to be calculated at 16 cents per ballot x approximately 320,000 voters. The total cost of printing the additional ballot card would be \$51.2

Under these circumstances the fiscal note would be:

53.4

1/8/90 SFC

FISCAL NOTE

REQUEST:

Revision Date: 12/7/89
Title: Obligation Bonds, Schools construction (17,550.0)
Sponsor: Coghill
Requestor: Coghill

Agency Affected: Office of the Governor
BRU: Division of Elections
Components: IT - Elections

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 91	FY 92	FY 93	FY 94	FY 95	FY 96
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL	2.2*	-0-	-0-	-0-	-0-	-0-
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	2.2*	-0-	-0-	-0-	-0-	-0-

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND	2.2*	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL	2.2*	-0-	-0-	-0-	-0-	-0-

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

* Costs included cover 2 to 3 pages in each Official Elections Pamphlet, for printing and typesetting, and costs estimated to cover computer programming requirements for vote counting purposes. (Continued)

Prepared by: Linda Edgeworth Phone: 465-4611
Division: Division of Elections Date: 12/8/89

Approved by Commissioner: [Signature] (Acting) Date: 12.11.89
Agency: Division of Elections

- Distribution (by preparer):
- Legislative Finance
 - Legislative Sponsor
 - Requestor
 - Office of Management and Budget
 - Impacted Agency(ies)

Did not accompany bill to committee.

CONTINUATION OF FISCAL NOTE ANALYSIS

For Bill/Resolution No. SB 12

However, these costs are based on the assumption that all candidates and issues will fit on three ballot cards, which is the norm. It should be noted, however that should the inclusion of this issue require a 4th ballot to be printed, the cost increase would have to be calculated at 16 cents per ballot x approximately 320,000 voters. The total cost of printing the additional ballot card would be \$51.2

Under these circumstances the fiscal note would be:

53.4

S

B

I

5

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's signature and recommendation

Committee Backup attached

[Signature]
 No Rec

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.
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

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 (^{FIX}HESS)

Page 1, line 6, after ":" through page 5, line ~~24~~¹⁰

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
7³⁰ 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).
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

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.

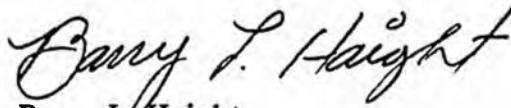
It does not seem fair that such a large group of public employees should be without a method of finality in bargaining. disruption in the workplace is not appropriate in our school systems, particularly since education and the school year is such a timely matter.

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
5#2-89
#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:

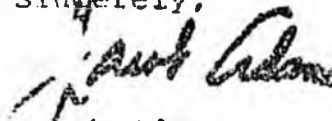
We would like to add our comments for your consideration regarding SB15. This is on behalf of the common constituency between the North Slope Borough School District and the Arctic Slope Regional Corporation. I understand Oliver Leavitt has talked with you directly, urging defeat of SB 15.

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

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

Judy Salo, President

Mary Lou Brent
Vice-President
Box 80074
Fairbanks, Alaska 99708

Susan Stitham
NEA Director
Box 82913, College Station
Fairbanks, Alaska 99708

Deedle Sorenson
Region I Director
8903 Sunny Dr.
Juneau, Alaska 99801

Phil Myerchin
Region I Director
717 Canyon Road
Ketchikan, Alaska 99901

Beverly Goad
Region II Director
Box 343
Copper Center, Alaska 99573

Don Oberg
Region III Director
Box 1084
Kenai, Alaska 99611

Myra Poage
Region IV Director
Box 973
Nome, Alaska 99762

Marilyn Rosene
Region IV Director
Box 1170
Dillingham, Alaska 99576

Joann Walker
Region IV Director
Box 570
Kotzebue, Alaska 99752

Claudia Douglas
Region V Director
P.O. Box 74837
Fairbanks, Alaska 99707

Gayle Harbo
Region V Director
Box 80522
College, Alaska 99708

Loretta B. Christle
Region VI Director
2220 Yorkshiro Lane
Anchorage, Alaska 99504

Richard Kronberg
Region VI Director
3511 Chinlak Bay Dr.
Anchorage, Alaska 99515

Leona Mounds
Region VI Director
5816 Winding Way
Anchorage, Alaska 99504

Pamela Reynolds
Region VI Director
1510 Eicadore Dr., #135
Anchorage, Alaska 99507

Peg Stout
Region VI Director
6208 E. 34th Avenue
Anchorage, Alaska 99504

Carolyn Tolson
Region VII Director
Box 873933
Wasilla, Alaska 99687

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/ai

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.

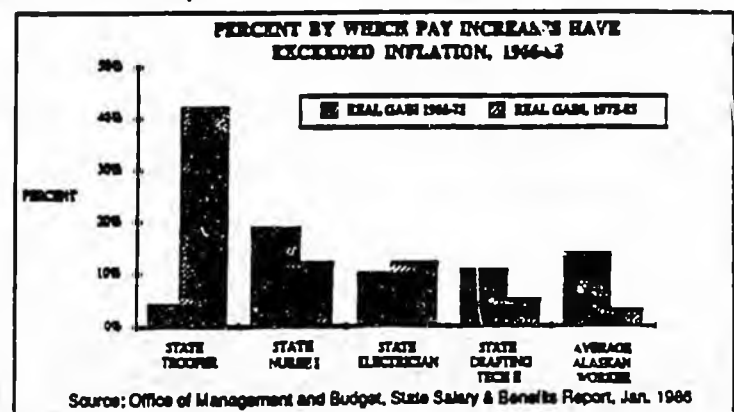
ANCHORAGE BUSINESS LEADERS: JUST SAY NO TO BINDING ARB

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)

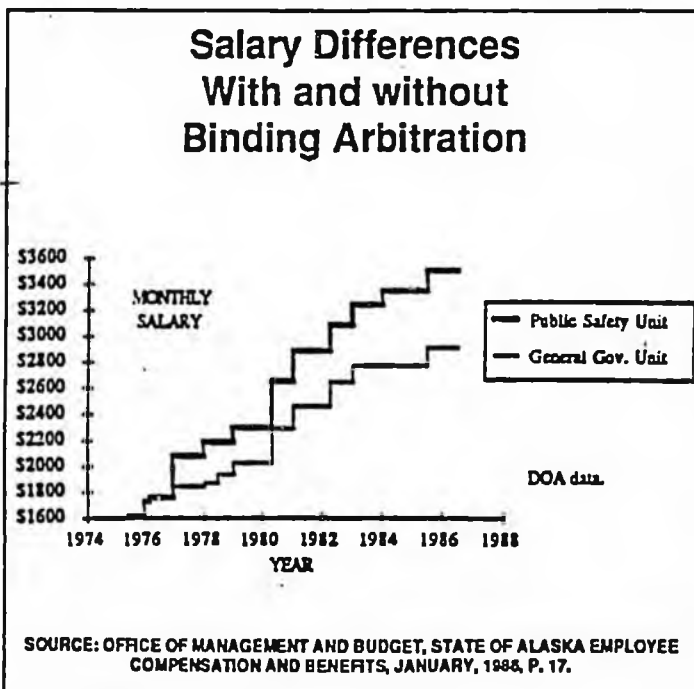


STATE REPORTS continued

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

atch
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
Box 80074
Fairbanks, Alaska 99708

Susan Sillham
NEA Director
Box 80913, College Station
Fairbanks, Alaska 99708

Deedle Sorensen
Region I Director
6903 Sunny Dr.
Juneau, Alaska 99801

Phil Myarchin
Region I Director
717 Canyon Road
Ketchikan, Alaska 99901

Beverly Goad
Region II Director
Box 343
Copper Center, Alaska 99573

Don Oberg
Region III Director
Box 1084
Kenai, Alaska 99811

Myra Poaga
Region IV Director
Box 973
Nome, Alaska 99762

Marilyn Rosene
Region IV Director
Box 1170
Dillingham, Alaska 99576

Joann Walker
Region IV Director
Box 570
Kotzebue, Alaska 99752

Claudia Douglas
Region V Director
P.O. Box 74837
Fairbanks, Alaska 99707

Gayle Harbo
Region V Director
Box 80522
College, Alaska 99708

Loretta B. Christie
Region VI Director
2220 Yorkshire Lane
Anchorage, Alaska 99504

Richard Kronberg
Region VI Director
3511 Chinik Bay Dr.
Anchorage, Alaska 99515

Leona Mounds
Region VI Director
5816 Winding Way
Anchorage, Alaska 99504

Pamela Reynolds
Region VI Director
1510 Elcadore Dr., #135
Anchorage, Alaska 99507

Peg Stout
Region VI Director
6208 E. 34th Avenue
Anchorage, Alaska 99504

Carolyn Tolson
Region VII Director
Box 873933
Wasilla, Alaska 99687

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

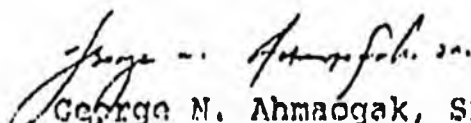
Dear Senator Uehling:

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

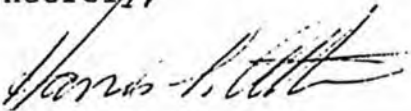
State of Alaska
Senate and House of Representatives
PO Box V
Juneau, AK 99811

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
24TH day of APRIL 1989.

A handwritten signature in cursive script, appearing to read "Jim D. Clark", is written over a horizontal line.

Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Betty J. Thompson", is written over a horizontal line.

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 exasperated 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 ^{11/}
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

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

- (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

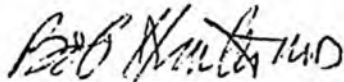
RE: Senate Bill #15, The Binding Arbitration Bill.

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

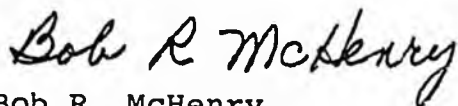
Sen. Rick Uehling
Pouch V
Juneau, AK 99811

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 27th 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

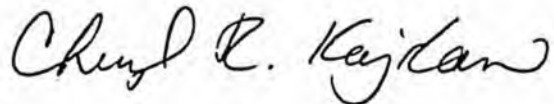
State Constitution, Article VII Section I states, concerning public education, "... schools and institutions so established shall be free from sectarian control ..."

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."

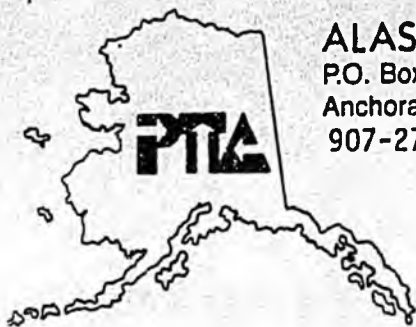
Senator Jack Coghill, one of the signers of the Alaska State Constitution, concurred with my understanding of the constitution. He stated that it was the intent of the Alaska State Constitution that public education be free from the control of special interest groups and subject to the authority of locally 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 act 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

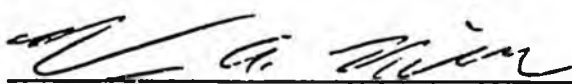
WHEREAS, the City Council is concerned about the erosion of school Board powers which in turn erodes the powers of the City Council; and

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

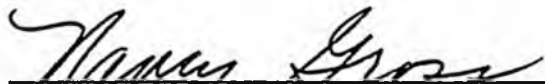
AND BE IT FURTHER RESOLVED that the City Council encourages you to vote against any legislation which includes binding arbitration or the further erosion of school Board powers which are not in the best interest of our students.

PASSED AND APPROVED this 15th 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,



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;

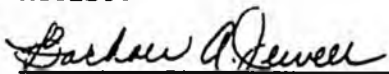
AND BE IT FURTHER RESOLVED, the Kenai Peninsula Borough School District calls upon the legislature to pass ^{Leg. Resolution} ~~which~~ which will insure fairness and equity in school construction for all regions of Alaska.

ADOPTED BY THE BOARD OF EDUCATION OF THE KENAI PENINSULA ON THIS 6th 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

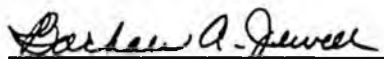
NOW THEREFORE BE IT RESOLVED, that the Kenai Peninsula Borough School District Board of Education opposes any dilution of local control through compulsory or binding arbitration in the negotiation procedure; and

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 6th
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

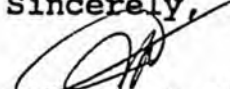
KING COVE

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.

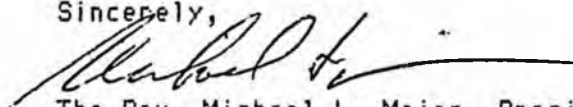
AASB has been willing to compromise with NEA. But the compromise has to have some financial teeth. The stuff NEA and Sen. Duncan are proposing doesn't protect us at all. Those so-called "compromises" take away all our power to manage.

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,

A handwritten signature in cursive script, appearing to read "Michael L. Meier", with a long horizontal flourish extending to the right.

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

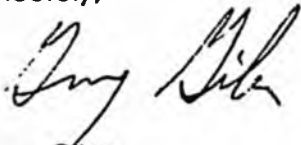
The Honorable Rick Uehling
Alaska State Legislature
PO Box V
Juneau, Alaska 99811

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.

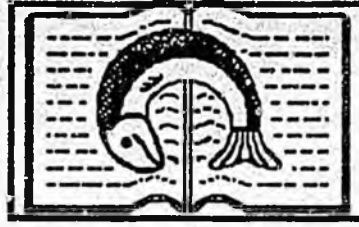
If we can be of further assistance regarding research and information on the affects of binding arbitration, please do not hesitate to contact our office.

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', written in dark ink.

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,