ALASKA LEGISLATURE COMMITTEE FILES 1981-1982 8672
1262 SCRA SB 95 - SB 126 1262

TO: Representative Jack Fuller
Senator Frank Ferguson
Juneau, Alaska

FROM: Jenny Alowa
Nome, Alaska

SUBJECT: Election Reform Law

We need to reform the election law by electing the candidate by the village instead of at large election. I am specifically speaking on the REAA school board election. Our people wants adequate representation elected by the people in the community.

Thank you.

PLEASE RETURN ORIGINAL TO SENATE SECRETARY'S OFFICE

Date May 4, 1982

Mr. President:
Mr. Speaker:

The [redacted] Conference Committee considering CS FOR SENATE BILL NO. 95 (C&RA) (relating to election of school board members) and HOUSE CS FOR CS FOR SENATE BILL NO. 95 (C&RA) (efd added H) (relating to election of regional school board members; eff. date) recommends that:

The Senate concur with House amendments and the legislature pass House CS for CS for Senate Bill No. 95 (C&RA) (efd added H) (Relating to election of regional school board members; eff. date).

Gilman
Senator Gilman, Chairman

Ferguson
Senator Ferguson

Senator Parr

Jack Fuller
Rep. Fuller, Chairman

Rep. O'Connell

Rep. Clocksin

A M E N D M E N T #2

TO: SB 95

BY THE COMMUNITY AND
REGIONAL AFFAIRS COMMITTEE

Page 1, line 6:

Delete "requiring regional" and insert "relating to election of"

Delete "to be" and insert "."

Page 1, line 7:

Delete all material.

Page 2, after line 29 insert:

* Sec. 5. AS 14.12.030 is amended by adding a new subsection to read:

(e) A school board member shall be elected at large by the v cers of the municipal school district. However, each seat on the schoo board shall be designated by letter or number, and a candidate for school board must indicate the seat for which he is a candidate on his declaration of candidacy or other nomination papers when he files for office.

Renumber following bill sections accordingly.

Page 3, after line 9, insert:

* Sec. 8. Within 6 months after the effective date of this Act, in each municipality that is a school district the school board members during a regular meeting shall draw lots to determine the number or letter that each seat on the school board shall be designated.

SB
125

Municipal Revenue Sharing Ch 88 - Ch 90 combined

		1	2	3	
		Entitlement 33,500,000	Entitlement 51,900,000	Net Increase	
1	Boroughs:				1
2					2
3	Municipality of Anchorage	1499.1.6	2019.0.0	524.8.4	3
4	Bristol Bay Borough	197.9	502.0	304.1	4
5	Fairbanks North Star Borough	1314.7	2737.1	1422.4	5
6	Haines Borough	153	451	298	6
7	Juneau Borough	1719.9	4007.5	2287.6	7
8	Kenai Peninsula Borough	242.1	680.2	438.1	8
9	Ketchikan Borough	290.1	711.5	421.4	9
10	Kodiak Borough	301.4	556.5	255.1	10
11	Mat-Su Borough	864.1	1508.6	654.5	11
12	North Slope Borough	352.5	443.3	86.8	12
13	Sitka Borough	447.7	623.7	176.0	13
14					14
15	First Class Cities:				15
16	Barrow	478	565	87	16
17	Cordova	358.7	608.9	249.2	17
18	Craig	37.7	80.5	42.8	18
19	Dillingham	111.3	265.4	154.1	19
20	Fairbanks	2968.5	4255.6	1287.1	20
21	Galena	53.2	97.0	43.8	21
22	Haines	72.2	155.5	83.3	22
23	Homer	106.6	208.5	101.9	23
24	Hoonah	54.9	64.3	9.4	24
25	Hydaburg	19.8	23.5	3.7	25
26	Kake	39.6	84.7	45.1	26
27	Kenai	307.3	639.9	332.6	27
28	Ketchikan	789.0	1499.9	710.9	28
29	King Cove	36.0	66.2	30.2	29
30	Klawock	19.4	24.0	4.6	30
31	Kodiak	220.3	391.9	161.6	31
32	Nenana	51.9	90.2	38.3	32
33	Nome	292.7	502.6	209.9	33
34	North Pole	40.9	64.1	23.2	34
35	Palmer	177.8	281.7	103.9	35
36	Pelican	20.8	37.4	16.6	36
37	Petersburg	250.1	520.9	270.8	37
38	Sand Point	58.5	114.3	55.8	38
39	Saint Mary's	76.5	161.6	85.1	39
40					40

	1	2	3
	Entitlement 33,500,000	Entitlement 59,100,000	Net Increase
First Class Cities (cont.)			
Seldovia	33.2	47.9	14.7
Seward	256.6	396.1	139.5
Skagway	52.0	94.5	42.5
Soldotna	133.8	268.2	134.4
Unalaska	220.3	337.0	116.7
Valdez	301.3	356.0	54.7
Wrangell	227.0	453.2	226.2
Yakutat	27.8	61.3	33.5
Second Class Cities:			
Akhiok	20.1	26.1	6.0
Akiachak	35.1	41.5	6.4
Akiak	25.6	31.9	6.3
Akolmiut	92.0	110.6	18.6
Akutan	24.1	30.4	6.3
Alakanuk	37.8	50.9	13.1
Aleknagik	24.9	30.9	6.0
Allakaket	26.5	33.1	6.6
Ambler	28.7	34.1	5.8
Anakbuvuk Pass	26.0	32.8	6.8
Anderson	27.7	33.7	6.0
Angoon	32.7	38.6	5.9
Aniak	77.3	94.5	17.2
Anvik	26.5	33.0	6.5
Atmautluak	30.7	36.3	5.6
Bethel	329.6	422.0	92.4
Brevig Mission	26.5	33.1	6.6
Buckland	26.0	32.8	6.8
Chefornak	25.6	31.9	6.3
Chevak	25.7	32.0	6.3
Chuathbaluk	29.1	34.3	5.2
Clark's Point	24.6	30.7	6.1
Deering	26.5	33.1	6.6
Delta Junction	36.1	42.7	6.6
Diomede	24.1	30.7	6.6
Eagle	22.3	27.6	5.3

		1	2	3	
		Entitlement 33,500,000	Entitlement 51,900,000	Net Increase	
1	Second Class Cities (cont.)				1
2					2
3	Eek	25.6	31.9	6.3	3
4	Ekwok	29.6	29.7	6.1	4
5	Elim	26.5	33.1	6.6	5
6	Emmonak	28.5	47.8	19.3	6
7	Fort Yukon	62.0	91.4	29.4	7
8	Fortuna Ledge	27.2	32.8	5.6	8
9	Gambell	26.3	32.5	6.2	9
10	Golovin	26.5	32.8	6.3	10
11	Goodnews Bay	25.0	31.6	6.6	11
12	Grayling	26.0	33.4	7.4	12
13	Holy Cross	27.9	32.8	6.9	13
14	Hooper Bay	25.0	31.6	6.6	14
15	Houston	67.3	90.7	23.4	15
16	Hughes	27.7	33.7	6.0	16
17	Huslia	57.9	70.1	12.2	17
18	Kachemak	20.1	25.3	5.2	18
19	Kaktovik	26.0	32.8	6.8	19
20	Kaltag	26.6	33.1	6.5	20
21	Kasaan	18.6	23.7	5.1	21
22	Kiana	26.0	32.8	6.8	22
23	Kivalina	26.0	32.8	6.8	23
24	Kobuk	27.3	33.5	6.2	24
25	Kotlik	25.6	31.9	6.3	25
26	Kotzebue	156.5	199.4	42.9	26
27	Koyuk	26.0	32.8	6.8	27
28	Koyukuk	27.0	33.1	6.1	28
29	Kupreanof	19.3	24.4	5.1	29
30	Kwethluk	25.6	31.9	6.3	30
31	Larsen Bay	20.1	26.0	5.9	31
32	Lower Kalskag	82.8	92.3	9.5	32
33	Manokotak	24.8	31.1	6.3	33
34	McGrath	38.1	46.9	8.8	34
35	Makoryuk	25.6	39.9	14.3	35
36	Mountain Village	54.6	64.5	9.9	36
37	Napakiak	24.4	32.3	6.9	37
38	Napaskiak	25.6	31.9	6.3	38
39	Newhalen	24.6	30.4	6.8	39
40	New Stuyahok	24.6	30.7	6.1	40

		1	2	3
		Entitlement 33,500,000	Entitlement 51,900,000	Net Increase
1	Second Class Cities (cont.)			
2				
3	Newtok	25.6	31.9	6.3
4	Nightmute	25.9	32.1	6.2
5	Nikolai	26.0	32.8	6.8
6	Nondalton	24.7	30.6	5.9
7	Noorvik	27.3	33.5	6.2
8	Nulato	28.1	34.0	5.9
9	Nuiqsut	26.0	32.8	6.8
10	Old Harbor	21.2	26.0	4.8
11	Ouzinkie	20.1	25.3	5.2
12	Pilot Station	25.7	31.9	6.2
13	Platinum	28.5	43.1	14.6
14	Point Hope	26.0	32.8	6.8
15	Port Alexander	19.3	24.4	5.1
16	Port Heiden	27.5	92.5	15.0
17	Port Lions	20.7	25.7	5.0
18	Quinhagak	26.0	32.1	6.1
19	Ruby	26.0	32.7	6.7
20	Russian Mission	25.6	31.6	6.0
21	Saint Michael	26.5	33.1	6.6
22	Saint Paul	119.0	164.8	45.8
23	Savoonga	26.0	32.8	6.8
24	Saxman	19.4	23.9	4.5
25	Scammon Bay	26.0	32.1	6.1
26	Selawik	26.0	32.8	6.8
27	Shaqaluk	26.0	32.8	6.8
28	Shaktoolik	42.0	56.1	9.1
29	Sheldon Point	25.6	31.6	6.0
30	Shishmaref	26.0	32.8	6.8
31	Shungnak	26.5	33.1	6.6
32	Stebbins	26.5	33.1	6.6
33	Tanana	88.4	218.1	129.7
34	Teller	27.4	37.1	9.7
35	Tenakee Springs	19.9	24.4	4.5
36	Togiak	26.2	31.6	5.4
37	Toksook Bay	25.6	31.9	6.3
38	Tuluksak	63.1	51.5	(11.6)
39	Tununak	25.0	31.9	6.9
40				

	1	2	3
	Entitlement $3,500,000	Entitlement $1,900,000	Net Increase
Second Class Cities (cont.)			
Unalakleet	474	616	142
Upper Kalskag	268	332	64
Wainwright	260	328	68
Wales	241	304	63
Wasilla	1034	865	(169)
White Mountain	241	304	63
Whittier	638	986	348

NATIVE VILLAGE GOVERNMENTS
THAT WILL RECEIVE FUNDING UNDER THE FY 1981
STATE REVENUE SHARING PROGRAM

Artic Village
Beaver
Cantwell
Chickaloon
Chignik Lake
Chitina
Circle
Crooked Creek
Eagle
English Bay
Gulkana
Igiugig
Karluck
Klukwan
Koliganek
Kwigillingok
Lime Village
Metlakatla
Nikolski
Pedro Bay
Pilot Point
Port Graham
Red Devil
South Naknek
Stony River
Tanacross
Tazlina
Tetlin
Twin Hills
Venetie

Atka
Birch Creek
Chalkyitsik
Chignik
Chignik Lagoon
Chistochina
Copper Center
Dot Lake
Egegik
Evansville
Healy Lake
Iliamna
Kipnuk
Kokhanok
Kongiganak
Levelock
Mentasta Lake
Minto
Northway
Perryville
Portage Creek
Rampart
Saint George
Stevens Village
Takotna
Tatitlek
Telida
Tuntutuliak
Ugashik

Total 59

AS 29.89.050 $25,000 per village

Alaska State Legislature

SENATOR
M. "ED" DANKWORTH

REPRESENTING
SENATE DISTRICT 12-J

COMMITTEES
FINANCE, CO-CHAIRMAN
RULES, VICE-CHAIRMAN

TRANSPORTATION
LEGISLATIVE BUDGET & AUDIT

HOME ADDRESS
2425 HIALEAH DRIVE
ANCHORAGE, ALASKA 99508
HOME PHONE: (907) 277-0583

IN SESSION
POUCH V
JUNEAU, ALASKA 99811
PHONE: (907) 465-3783

Senate
MEMORANDUM

TO: ALL SENATORS

FROM: SENATOR DANKWORTH

DATE: FEBRUARY 10, 1981

RE: SB 125 SUPPLEMENTAL APPROPRIATION TO MUNICIPAL ASSISTANCE FUND AND REVENUE SHARING

PLEASE FIND ATTACHED A BREAKDOWN BY COMMUNITY OF THE MUNICIPAL ASSISTANCE FUNDS DISTRIBUTION FOR FY 1981. THESE FIGURES REPRESENT THE TOTAL AMOUNT ALLOCATED, EFFECTIVE WITH PASSAGE OF THIS LEGISLATION.

MED/sb

ING: AMT. (AIM) FILE 1: 56,400.0 APPROPRIATION (10% of 1981 GAS ...)

MUNICIPALITY	1981 POPULATION (per CVEA)	1981 BASE SHARE	1981 EXCESS SHARE	TOTAL 1981 SHARE	
Anchorage Municipality	204328	4918724	21043128	25962052	
Juneau, City & Boro	24211	372357	2493418	2865775	
Sitka, City & Boro	8787	131640	904974	1036614	
Bristol Bay Boro	1685	13986	173539	187525	
Fbks. N. Star Boro	22947	566727	2363242	2929969	
Haines Boro	558	7275	57469	64744	
Kenai Peninsula Boro	13907	347211	1432240	1779451	
Ketchikan Gateway Boro	4994	32610	514333	546943	
Kodiak Island Boro	5217	30815	537285	558106	
Mat-Su Boro	18458	90818	1900934	1991752	
North Slope Boro	5057	1220920	520821	1741741	
TOTAL BOROUGHS	315149	7723283	31941383	39664666	
Akhiok	100	437	17299	17736	
Akiachak	354	447	36459	36906	
Akiak	216	137	22246	22383	
Akolmiut	641	313	66017	66330	
Akutan	81	238	8343	8581	
Alakanuk	527	5277	54276	59553	
Aleknagik	227	460	23379	23839	
Allakaket	216	137	22246	22383	
Ambler	217	635	22349	22984	
Anaktuvuk Pass	173	105	17818	17923	
Anderson	698	1356	71888	73244	
Angoon	527	2960	54276	57236	
Aniak	355	3247	36562	39809	
Anvik	102	104	10505	10609	
Atmautluak	200	79	20598	20677	
Barrow	2715	24039	279613	303652	
Bethel	3853	66012	396813	462825	
Brevig Mission	147	174	15140	15314	
Buckland	188	404	19363	19767	
Chefornak	236	557	24306	24863	
Chevak	468	242	48200	48442	
Chuathbaluk	127	329	13080	13409	
Clarks Point	98	30	10094	10124	
Cordova	2780	45256	286307	331563	
Craig	587	5005	60456	65461	
Deering	132	467	13595	14062	
Delta Junction	892	29287	91868	121155	
Dillingham	1656	27183	170552	197735	
Diomede	25	90	12874	12964	
Eagle	164	834	16891	17725	
Eek	221	284	22761	23045	
Ekwok	111	78	11432	11510	
Elim	228	361	23482	23843	
Emmonak	545	3092	56130	59222	
Fairbanks	36457	1047794	3754597	4802391	

	1	2	3	4	5
MUNICIPALITY	1981 POPULATION (per CRA)	1981 BASE SHARE	1981 EXCESS SHARE	TOTAL 1981 SHARE	
Fort Yukon	637	67114	65605	72319	
Fortuna Ledge	260	523	26778	27301	
Galena	657	6946	98562	105508	
Gambell	427	1432	45007	46439	
Golovin	118	644	12153	12797	
Hydrenne Bay	248	65	25543	25607	
Grayling	181	4014	18644	19046	
Haines	1366	20044	140405	160749	
Holy Cross	302	884	31105	31989	
Homer	2227	62044	229559	291603	
Hoonah	1093	7006	112567	119575	
Hooper Bay	598	2463	61589	64052	
Houston	440	1553	45316	46869	
Hughes	98	81	10094	10175	
Huslia	212	652	21834	22486	
Hydaburg	381	1904	39240	41144	
Kachemak	271	601	27918	28519	
Kake	710	2457	73123	75580	
Kaktovik	192	1085	19775	20860	
Kaltag	257	-0-	26469	26469	
Karluk	46	30	4738	4768	
Kasaan	4421	146596	455316	601912	
Ketchikan	9140	208919	941711	1650230	
King	353	1355	36356	37711	
King Cove	785	1844	75492	77336	
Kivalina	250	160	25748	25908	
Klawock	404	1540	41608	43148	
Kobuk	61	36	6283	6319	
Kodiak	5754	162516	592593	755107	
Kotlik	305	1096	31412	32508	
Kotzebue	2526	93445	260128	2941573	
Koyuk	178	255	18333	18588	
Koyukuk	124	445	12771	13216	
Kupreanof	55	-0-	5665	5665	
Kwethluk	462	1416	47582	48998	
Larsen Bay	158	-0-	16273	16273	
Lower Kalskag	218	208	22452	22660	
Manokotak	450	819	25748	26067	
McGrath	882	3850	90843	94693	
Mekoryuk	174	285	17921	18156	
Mountain Village	543	2319	55924	58243	
Naperkiak	277	1547	28529	30076	
Naperkiaq	240	115	24718	24833	
Nenana	503	12535	51804	64339	
New Stuyahok	297	979	30589	30968	
Newhalen	105	211	10814	11025	
Newtok	150	97	15449	15546	
Nightmute	135	210	13904	14114	
Nikolai	152	115	15655	15770	

	1	2	3	4	5
MUNICIPALITY	1981 POPULATION (per CMA)	1981 BASE SHARE	1981 EXCESS SHARE	TOTAL 1981 SHARE	
Nome	2892	53064	297845	350912	
Nondalton	224	4127	23276	27403	
Nenana	483	14064	40745	54809	
North Pole	823	31342	84761	116103	
Nuiqsut	182	3364	18744	22108	
Nulato	744	6149	35439	41588	
Old Harbor	940	8553	52017	60570	
Ouzinkie	177	3331	18230	21561	
Palmer	2095	54039	215765	269804	
Pelican	221	2905	23761	26666	
Petersburg	3197	43649	329260	372909	
Pilot Station	301	2764	34000	36764	
Pitkas Point	58	5162	5775	10937	
Point Hope	486	24542	50054	74596	
Port Alexander	101	2993	10402	13395	
Port Heiden	91	2388	9377	11765	
Port Lions	252	7383	23894	31277	
Quinhagak	448	16493	46148	62641	
Ruby	220	7667	22658	30325	
Russian Mission	167	1445	17200	18645	
Saint Mary's	549	6117	56542	62659	
Saint Michael	282	4107	29054	33161	
Saint Paul	567	5094	58396	63490	
Sand Point	794	44445	81775	126220	
Savoonga	468	23441	48200	71641	
Scammon Bay	272	1080	28016	29096	
Scammon Bay	259	5552	26685	32237	
Selawik	505	10552	52010	62562	
Seldovia	528	54517	54377	108894	
Seward	1738	45684	184144	229828	
Shageluk	223	1169	22967	24136	
Shaktoolik	160	1108	16479	17587	
Sheldon Point	117	1114	12060	13174	
Shishmaref	378	9710	38936	48646	
Shungnak	198	12136	20373	32509	
Skagway	477	21580	90323	111903	
Soldotna	2366	102024	243572	345596	
Stebbins	309	3117	31824	34941	
Sutton	499	12409	51392	63801	
Teller	258	11772	26572	38344	
Tenakee Springs	141	13944	14522	28466	
Togiak	487	30981	50157	81138	
Tokeen Bay	336	9103	84605	93708	
Tuluksak	258	11750	26572	38322	
Tuntutuliak	299	11976	32795	44771	
Unalakleet	632	40999	65090	106089	
Unalaska	1901	74996	193990	268986	
Upper Kalskag	160	12772	16479	29251	
Valdez	4066	362217	418758	780975	

MUNICIPALITY	1981 POPULATION (per CHRA)	1981 BASE SHARE	1981 EXCESS SHARE	TOTAL 1981 SHARE
Wainwright	429	397	44183	44580
Wales	130	1	13389	13390
Wasilla	2184	54535	224931	279466
White Mountain	115	30	11844	11874
Whittier	292	1634	30074	31708
Wrangell	3325	38836	342442	381278
Yakutat	442	12691	45522	58213
SUB TOTAL p.4	6917	108124	712385	820509
" p.3	32160	776289	3312186	4088475
" p.2	39381	698276	4055809	4754085
" (CITIES) p.1	56364	1267450	5804815	7072265
TOTAL CITIES	134822	2150139	13885195	16735334
TOTAL BOROUGHS	310149	7723283	31941383	39664666
GRAND TOTAL	444971	10573422	45826578	56400000

56,400,000
<10,573,422> Base Share
45,826,578 excess share Funds
÷444971 population
$102.987 per capita

SB
126

COMMITTEE REPORT

SENATE

FURTHER: None

3/2/81

Date: 4-28-81

Mr. President:

The Committee on COMMUNITY & REGIONAL AFFAIRS has had SB 126 labor relations involving teachers and school districts

under consideration and (a majority of the committee) (the committee) reports it back with the following recommendations:

[ ] do pass [ ] do not pass

[ ] do pass with attached amendments(s)

[X] replace with CS for SB 126 [ ] same title [ ] new title

and recommends _____

[ ] AND attaches a "Letter of Intent" [ ] New Fiscal Note

[ ] reports it back without recommendation

[ ] referred to the _____ Committee

MEMBERS SIGNING
DO PASS

Gallotta

MEMBERS HAVING
OTHER RECOMMENDATIONS:

Gilman (no Rec)
CHAIRMAN

NEA - ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

JUNEAU OFFICE
147 SOUTH FRANKLIN #207
JUNEAU, ALASKA 99801
PHONE: (907) 586-3060

ANCHORAGE REGIONAL OFFICE
1411 WEST 33rd
ANCHORAGE, ALASKA 99503
PHONE: (907) 274-0536

FAIRBANKS REGIONAL OFFICE
825 COLLEGE ROAD
FAIRBANKS, ALASKA 99701
PHONE: (907) 456-4435

Robert C. Manners
Executive Secretary
Juneau Office

Robert C. Cooksey
Deputy Executive Secretary
Juneau Office

James D. Aller
Field Staff
Juneau Office

Charles L. O'Connell
Deputy Executive Secretary
Anchorage Office

Dianne Anderson
Field Staff
Anchorage Office

Steve Pulkkinen
Field Staff
Anchorage Office

Mary Ann Elninger
Deputy Executive Secretary
Fairbanks Office

File
W 1126

March 9, 1981

Senator Donald E. Gilman
Alaska State Senate
Pouch V
Juneau, Alaska 99811

Dear Don:

The annual NEA-Alaska Legislative Fly-In will be on 10 - 12 April 1981. We hope that your schedule will provide the opportunity to participate in the program and related activities.

This year our participants will be seeking the opportunity to meet personally with their Legislator sometime during the Fly-In period. Again, we are hopeful that your schedule will accomodate such a meeting.

As you can see from the attached agenda, the schedule is full and we are confident that it will be productive as well. A primary objective is to provide you with information and insight attendant to all of the issues which are important to teachers and to education.

In addition to the Fly-In activities you are cordially invited to attend any of the sessions of our Board of Directors which might fit your schedule.

We are appreciative of your interest and willingness to work with us and look forward to seeing you at the Fly-In.

Sincerely,

Robert Manners
Executive Secretary

Carolyn Doggett
President

RM:CD:jw

Enclosure

TENTATIVE AGENDA

NEA-ALASKA LEGISLATIVE FLY-IN

APRIL 9 - 12, 1981

JUNEAU

Thursday,	April 9	Arrive in Juneau Board of Directors Meeting - All day (9-5) Gastineau Suite, Baranof Hotel
Friday,	April 10	8:00 - 9:00 AM Legislative Briefing for Board and Fly-In Participants Gastineau Suite, Baranof Hotel
		9:00 - 10:00 AM Meetings with individual Legislators
		10:00 - 11:00 AM Senate and House Floor Sessions
		11:00 - 4:00 PM Meetings with individual Legislators and Committee Hearings
		4:00 - 5:00 PM Debriefing - Gastineau Suite
		5:00 - 6:00 PM "R and R"
		6:30 - 7:30 PM Hospitality - Compliments of Juneau Education Association No host bar for PACE - Laborer's Hall
		7:30 - 9:30 PM Annual PACE Auction Laborer's Hall
Saturday,	April 11	8:00 - 11:00 AM Board of Directors Meeting Gastineau Suite, Baranof Hotel Meetings with individual Legislators
		12:00 - 1:30 PM Debriefing and preparation for Hearings, Gastineau Suite, Baranof
		2:00 - 4:00 PM Joint HESS Hearings
		4:30 - 6:30 PM Reception for participants and Legislators - Laborer's Hall
		6:30 - ???? PM/AM "Attitude Adjustment" Good food, drinks and company. Bring your favorite Legislator. Laborer's Hall.
Sunday,	April 12	Depart Juneau

PART 2:
INTEREST ARBITRATION AND OTHER IMPASSE RESOLUTION SCHEMES

CONSTITUTIONALITY OF COMPULSORY PUBLIC SECTOR INTEREST ARBITRATION LEGISLATION: A 1976 PERSPECTIVE

JUNE M. WEISBERGER*

Compulsory arbitration for certain public sector impasse disputes, particularly police and firefighters, should no longer be considered a novelty in 1976. It has become part of the collective bargaining scheme in approximately twenty jurisdictions. Moreover, there are strong indications that this technique for providing finality to impasse disputes will affect an increasing number of public employees in the next few years as additional states add compulsory interest arbitration to their statutory schemes and existing statutes are amended to include additional categories of employees covered by compulsory interest arbitration. (It may be relevant to note that President-elect Carter is on record favoring binding interest arbitration for public safety employees.) Therefore, I was pleased to be asked to speak on the constitutional challenges to this type of legislation because I believe the topic to be both timely and lively.

In assembling my outline in early September, I was disappointed to find that the most recent evidence of constitutional challenges was three 1975 decisions by the highest state courts in New York, Michigan and South Dakota.[1] This apparent lack of current activity on the judicial front seemed unusual for several reasons. First, as Ben Aaron noted in his summary of the

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[1] Amsterdam v. Helsby, 37 N.Y.2d 19, 371 N.Y.S.2d 404, 332 N.E.2d 290 (1975) (upholding the constitutionality of the New York legislation applicable to firefighters and police); Dearborn Fire Fighters Union v. Dearborn, 394 Mich. 229, 231 N.W.2d 226 (1975) (with only four justices participating, the decision below upholding the constitutionality of Michigan legislation applicable to firefighters and police was affirmed by a split court — although a majority concluded that the legislation's delegation to an arbitration panel selected only by the parties was unconstitutional.); Sioux Falls v. Sioux Falls Firefighters, 239 N.W.2d 35 (S.D. 1975) (finding South Dakota's firefighter and police arbitration statute unconstitutional because of unlawful delegation of legislative powers in violation of a constitutional provision). (Art. III §26 of the South Dakota constitution prohibits the legislature from delegating powers which interfere with municipal functions, including the power to levy taxes. A proposed repeal of this section was rejected in 1974, a potentially significant fact not noted by the Court.)

1975 Term labor decisions of the United States Supreme Court to the 1976 Atlanta meeting of the Labor Relations Law Section, ". . . labor law is becoming more and more a subdivision of constitutional law."[2] More specifically, although not directly applicable, the Supreme Court majority's opinion in *National League of Cities v. Usery*[3] has given renewed comfort to supporters of broad sovereignty concepts who argue that compulsory interest arbitration is contrary to the attributes of sovereignty which they believe to be attached to *every* legislative body. Dean Robert Bodeen of Marquette Law School in a recent address entitled, "A Bicentennial Challenge for Taxpayer Representatives in Labor Relations" argued somewhat dramatically that

> . . . fixing the amount of the tax is non-delegable. To make it delegable is to turn the clock back 200 years to a time when it was claimed that our forebears, by sailing from England to America, delegated to those who remained behind the power to tax them . . . The idea of bringing in an expert from out of town to make a final and binding decision concerning the compensation of public employees, which will necessarily fix the local tax rate, is a solution to the problem of public sector labor disputes which would cause our founding fathers not only to turn over in their graves but to attempt the miracle of resurrection from the dead.

Attempts to resurrect sovereignty doctrines, if not our founding fathers, continue to be made.

Second, in the area of grievance arbitration in the public sector, there has also been an increased interest in constitutional issues. In part, this attention has centered upon the appropriate scope of judicial review. In a case currently pending before the New York State Court of Appeals, the plaintiff-grievant argued that the very limited judicial review provided for a grievance arbitration award is a deprivation of his constitutional guarantee of due process and equal protection.[4] While a constitutional analysis of compulsory interest arbitration may differ significantly from a constitutional analysis of consensual grievance arbitration, no one can deny that there are some common constitutional concerns which spill over from public sector grievance arbitration to public sector interest arbitration.

Since my outline was assembled and submitted, four new state high court

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[2]Government Employee Relations Report (GERR), no. 671 (August 23, 1976) E-1.

[3]96 S. Ct. 2465 (1976).

[4]Antinore v. State, 49 App. Div. 2d 6, 371 N.Y.S.2d 213 (4th Dept. 1975) (decided against grievant on grounds that his collective bargaining representative waived his right to assert the unconstitutionality of the negotiated procedures), rev'g 79 Misc. 2d 8, 356 N.Y.S.2d 794 (Monroe Co. Sup. Ct. 1974) (granting summary judgment for plaintiff and holding the negotiated procedures constitutionally defective).

decisions[5] have been published. My prediction that this subject matter, constitutional challenges to compulsory public sector interest arbitration statutes, is both a timely and lively topic has thus been vindicated. In view of the time limitations this morning, I can provide neither a detailed analysis of all the major cases already decided[6] nor an extensive discussion of the variety of grounds which have been used to attack the constitutionality of the various enactments. After noting the main issues briefly, I shall concentrate on one aspect of the current constitutional debate which I believe merits special consideration.

Since the 1960's when comprehensive collective bargaining legislation for public employees was first proposed, there has been great concern expressed about what statutory substitutes should be provided during impasse disputes in lieu of a right to strike. There have been heated debates over the appropriateness, wisdom, and effectiveness of various forms of compulsory interest arbitration. Although the debate continues unabated to date, legislatures in several jurisdictions began in the Sixties to experiment with compulsory interest arbitration, particularly for the uniformed services where disruptions of public services were of grave concern because of the clear impact upon public safety. First in Pennsylvania, then in Wyoming, Rhode Island, Michigan, Wisconsin, Maine, Massachusetts, New York and other states, compulsory arbitration schemes were passed. These differed in a number of respects from one another, including: 1) what groups of employees are covered, 2) what procedures must be followed before interest arbitration was "ripe", 3) the subject matter of the arbitrations, 4) procedures for selecting the arbitrator or arbitration panel, 5) hearing procedures, 6) whether "final offer" or "last best offer" impasse arbitration was mandated, and, if so, what form, 7) the standards to be used by arbitrators in reaching decisions, and 8) provisions for judicial review.

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[5]Bagley v. Manhattan Beach, 93 LRRM 2435 (Calif. 1976); Greeley Police Union v. City Council, 93 LRRM 2382 (Colo. 1976); Arlington v. Board of Conciliation and Arbitration, 352 N.E.2d 914, 93 LRRM 2494 (Mass. 1976); Spokane v. Spokane Police Guild, 93 LRRM 2373 (Wash. 1976). The Massachusetts and Washington courts upheld the constitutionality of state compulsory arbitration statutes. The California and Colorado Supreme Courts struck down municipal charter amendments requiring compulsory binding interest arbitration as contrary to state constitutional (Colorado) or statutory (California) provisions. It appears that in California, there are no constitutional barriers. See Fire Fighters Union v. Vallejo, 116 Cal. Rptr. 507, 526 P.2d 971, 981, n. 13 (1974).

[6]Erie Firefighters v. Gardner, 406 Pa. 395, 178 A.2d 691 (1962) (holding that the state's arbitration statute was in violation of constitutional nondelegation article); Harney v. Russo, 435 Pa. 183, 255 A.2d 560 (1969) (upholding arbitration statute following a constitutional amendment); Washington v. Police Dept., 436 Pa. 168, 259 A.2d 437 (1969); State v. Laramie, 437 P.2d 295 (Wyo. 1968) (upholding Wyoming legislation); Warwick v. Warwick Regular Firemen's Assn., 106 R.I. 109, 256 A.2d 206 (1969) (upholding Rhode Island legislation); Biddeford v. Biddeford Teachers Assn., 304 A.2d 387 (Me. 1973) (court split evenly on the issue of lack of standards although all six justices agreed that there was no illegal delegation since arbitrators were "agents"). See also cases cited in notes 1 and 5 supra.

[7]There are interesting variations among legislated "final offer" arbitration statutes in Michigan, Wisconsin, Iowa, Massachusetts, and Connecticut.

In approaching the constitutional issues inherent in any public sector interest arbitration scheme, three approaches are distinguishable. First, there are the old-line traditionalists who view any form of public sector bargaining as a threat to the inherent constitutional sovereignty of public management. To them, interest arbitration is a further unconstitutional invasion of sovereign powers since the legislature must have the final word (although some form of advisory third party fact finding is not repugnant). A second group, the new-style traditionalists, believe that the possibility of a strike in the public sector is just as necessary as in the private sector to make collective bargaining work. They join, therefore, the old-line traditionalists in opposing compulsory arbitration schemes (except for a very narrowly defined group of "essential" public employees) not only as a matter of public policy but on constitutional grounds as an invasion of a protected right to strike. The third group may be labeled the experimentalists and encompasses those who support a broad variety of third party procedures including procedures which produce binding third party judgments in impasse disputes. It is this third group which supports binding interest arbitration as a matter of enlightened public policy which must also be prepared to respond thoughtfully to the constitutional attacks upon these legislative "experiments" by a coalition of the traditionalists.

What have been the grounds for constitutional attack? Even a superficial reading of the cases easily discloses a fairly consistent pattern of constitutional issues which have been argued and decided. (It is interesting to note that significant variations in the challenged legislation from jurisdiction to jurisdiction have been virtually ignored.[8]) Among the constitutional arguments which have been made are:

1) compulsory interest arbitration interferes with constitutional and statutory home rule powers;[9]

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[8]For example, the scope of subjects which must be arbitrated has rarely been considered a relevant factor in determining the constitutional outcome although there are substantial differences in the matters subject to compulsory interest arbitration.

[9]Home rule was the principal issue discussed by Judge Jason in Amsterdam v. Helsby before affirming the validity of New York legislation. It was one of several grounds considered by the Massachusetts Supreme Judicial Court before it affirmed the validity of several interest arbitration awards in the *Arlington* case (n. 5 supra). A municipal home rule provision in the South Dakota constitution was the sole grounds used by the South Dakota Supreme Court to invalidate state compulsory interest arbitration legislation in *Sioux Falls* (n. 1 supra). The South Dakota Supreme Court believed that it was required to follow the earlier Pennsylvania Supreme Court decision in *Erie Firefighters* which interpreted similar language to invalidate Pennsylvania's initial legislation (n. 6, supra). (The Pennsylvania constitution was subsequently amended and new legislation was later held to be constitutional.) In contrast, there was an unsuccessful attempt to repeal the South Dakota constitutional provision approximately one year before the decision by the South Dakota Supreme Court in the *Sioux Falls* case. The California Supreme Court, however, viewed the home rule issue as strictly a statutory one which could be cured by future legislation.

2) compulsory interest arbitration constitutes illegal delegation of legislative authority to a non-public person or group;[10]
3) compulsory interest arbitration legislation lacks sufficient standards and, therefore, provides for illegal delegation;[11]
4) delegating the power to tax to an arbitrator or arbitration panel is a violation of the one-man, one-vote standard mandated by the equal protection clause;[12]
5) mandated arbitration hearings fail to comply with minimum due process standards;[13]
6) failure to provide an appropriate scope of judicial review constitutes a constitutional defect.[14]

In general, the attackers emphasize the public interest in public sector impasse disputes and the nonconsensual nature of the arbitration and contend that matters so intimately involved with public financing and other public policy decisions must remain in the ultimate hands of elected officials only.

With some significant exceptions, the validity of statutory provisions requiring arbitration of public sector impasse disputes has been upheld

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[10]This issue was raised and rejected by the supreme courts in Rhode Island, Maine, Massachusetts, and Washington but accepted by the Colorado Supreme Court. It was also of main concern to a majority of the Michigan Supreme Court justices participating in the *Dearborn* case. The Michigan statute was amended in 1976 to mandate that the state labor relations agency appoint a panel of impartial arbitrators who then are required to take the constitutional oath of office (thus transforming them from private persons to public officials). The South Dakota Supreme Court noted that it might dispose of its case on this ground but then proceeded to declare the statute unconstitutional on home rule grounds. The Washington Supreme Court in its *Spokane* decision noted that the legislature treated the interest arbitration panel as an agency of the state and subjected it to the usual "arbitrary and capricious" standard of administrative agency review.

[11]Challenges to illegal delegation because of lack of standards were unsuccessful in Massachusetts, Washington, Rhode Island and Pennsylvania. In the latter jurisdiction, the sole standard "in accordance with law" passed constitutional muster in Harney v. Russo. The Maine Supreme Court divided 3 to 3 on this issue. A study of Pennsylvania and Michigan compulsory interest arbitration awards concluded that similar standards were articulated by interest arbitrators in these two jurisdictions despite the substantial differences in state legislation. See Klapper, 29 Arbitration Journal 115 (June, 1974).

[12]The issue was raised and easily disposed of in New York, Pennsylvania and Massachusetts. Another type of equal protection argument was raised by the striking teachers challenging their dismissal in Hortonville Jt. School Dist. v. Hortonville Educ. Assn., 66 Wis. 2d 469, 225 N.W. 2d 658 (1975), rev'd (on other grounds) 96 S. Ct. 2308 (1976). The teachers argued that they were denied equal protection because police and firefighters were under the state's compulsory arbitration statute and teachers were not. The Wisconsin Supreme Court dismissed this argument holding that this was no denial of equal protection because there was a rational basis to treat police and firefighters differently, i.e. the higher degree of danger which would result from police and firefighters' strikes.

[13]No state supreme court decision discussed this issue. The matter is discussed in Caso v. Coffey, 83 Misc. 2d 614, 372 N.Y.S.2d 892 (Nassau Co. Sup. Ct. 1975), aff'd (after remand) 93 LRRM 2133 (2d Dept. 1976).

[14]There is a passing reference to this issue in Judge Fuchsberg's concurring opinion in Amsterdam v. Helsby.

against these multiple attacks.[15] The trend has been in favor of finding valid delegation by the legislature to arbitrators by pointing to criteria set forth in the legislation and finding that even ad hoc arbitrators are de facto public officials because they perform public functions.[16] Further, courts have usually found that where there is state legislation, there has been no improper divestment of home rule powers granted to municipalities by state constitutions or legislation,[17] and that there is no basis for the equal protection (one man, one vote) attack because arbitration panels are not legislative bodies subject to that requirement.[18] In general, the opinions are unsatisfactory because they are summary rather than thoughtful about the issues raised.

The constitutional aspect that concerns me the most and which I shall concentrate on has been variously described as part of the illegal delegation issue and also part of a due process analysis. The concern may be formulated as this: in order to pass constitutional muster it is universally agreed that there must be standards to guide arbitrators to resolve impasse disputes. But if there must be standards, must there not also be an opportunity for judicial review to assure that those standards have been considered and applied? And, further, if there is to be some type of judicial review available, what is the scope of that review to be? This series of inquiries may be reduced to two distinct but interrelated inquiries: 1) what minimum standards of review must a court follow to

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[15] In favor: Pennsylvania, Wyoming, Rhode Island, New York, Massachusetts, and Washington. Against: South Dakota and Colorado. The Michigan Supreme Court was divided with two of the four justices holding the statute unconstitutional (although with prospective effect only), one upholding the statute's constitutionality, and the fourth upholding the award issued in the case because the arbitrator/chairman was appointed by the head of the state labor relations agency. The California Supreme Court, over a dissent, emphasized that the state legislature had repeatedly rejected enacting compulsory arbitration statutes and failed to point to any constitutional impediments if such a statute were to become law. Maine divided on the issue of delegation without standards although a majority upheld the legislative delegation to "agents" (i.e., arbitrators).

[16] "We are less concerned with the labels placed on the arbitrators as public or private, as politically accountable or independent, than we are with the totality of the protection against arbitrariness' provided in the statutory scheme. As indicated above, the safeguards against arbitrary action in this statutory scheme are extensive, and they provide the act with a sound constitutional basis. In sum, we do not view the act as an improper delegation of legislative authority." Arlington v. Board of Conciliation & Arbitration, 352 N.E.2d at 921 (1976).

[17] See note 9 supra. Of course, distinctions in wording of statutes and constitutions in various states account in part for the variety of results.

[18] "It is contended by the town that the act is a contravention of the 'one-man, one-vote' concept, and is therefore violative of the Fourteenth Amendment to the United States Constitution. First of all, it is not clear that the one-man, one-vote principle applies at all to this arbitration panel which in accordance with the Legislature's directions is appointed rather than elected. . . . The decisions . . . indicate that the one-man, one-vote concept does not apply to an arbitration panel that does not exercise general legislative power. The panel whose task it is to resolve a collective bargaining impasse by selecting between the two final offers of the parties cannot be described as 'a unit of local government with general responsibility and power for local affairs'." Arlington v. Board of Conciliation & Arbitration, 352 N.E.2d at 920-921.

meet constitutional standards and 2) what type of record, if any, is constitutionally required for a compulsory interest arbitration hearing? (Although Judge Friendly in a recent article noted that he was unaware of any due process requirement for judicial review of more than the adequacy of procedures,[19] and very old United States Supreme Court cases held that the right of appeal is clearly not an element of constitutional due process,[20] it is an assumption of this presentation that some minimum judicial review is required, depending upon the circumstances, to meet constitutional requirements.)

In answering these questions from a constitutional point of view, courts have been distinctly divided. Three positions may be discerned. One view states that the required scope of review for a compulsory interest arbitration award should be substantially similar to that provided for a consensual grievance arbitration award. Under this standard, an award may be vacated only if procured by corruption, fraud, or undue means; or if there was misconduct or evident partiality on the part of the arbitrator(s), in the conduct of the hearing; or if the arbitrators exceeded their authority.[21] Under this view of narrow court jurisdiction there is no requirement that a verbatim record be made of the arbitration hearing. There is also no apparent requirement that reasons be given for any decision rendered. An arbitration award is accorded as much finality as is possible.

A second view taken by some courts is that the scope of judicial review of compulsory interest arbitration awards must be significantly broader than that accorded grievance arbitration awards. The scope of judicial review must therefore include, in addition to the standards already mentioned, the question of whether the award is supported by substantial evidence on the record considered as a whole. Under this view, a verbatim transcript is required as a matter of due process to assure appropriate judicial review.[22] This is the holding of one New York state supreme court justice who remanded a compulsory interest arbitration award back to the arbitration panel to make a full record and this holding was concurred in by the appellate court which reviewed the subsequent award.[23]

A third (intermediate) position has also been taken. In *Dunlop v.*

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[19]Friendly, "Some Kind of Hearing," 123 U. Pa. L. Rev. 1267, 1294-95 (1975).

[20]Reetz v. Michigan, 188 U.S. 505 (1903).

[21]See, for example, Ch. 298 Wis. Stat. and Art. 75, N.Y. Civ. Prac. Under case law, an arbitration award may not be vacated even because of an arbitrator's mistakes of judgment which lead to errors of law or fact.

[22]See, for example, Mich. Comp. Laws §423.236 ("a verbatim record of the proceedings shall be made") and Ch. 1078, Laws of 1973, Mass. Ann. Laws Ch. 150E §9, which requires a hearing record and states that the arbitration panel's decision is binding if supported by material and substantive evidence on the whole record.

[23]Caso v. Coffey, 83 Misc. 2d 614, 372 N.Y.S. 2d 892 (Nassau Co. Sup. Ct. 1975), aff'd ___ App. Div. 2d ___, 93 LRRM 2133 (2d Dept. 1976).

Bachowski,[24] a case involving an administrative decision by the Secretary of Labor not to bring suit to set aside a union election challenged by a defeated candidate, the United States Supreme Court indicated that in those circumstances the decision-maker must provide a statement as to the evidence relied upon and reasons for his or her decision.[25] Under this view, the written statement must be sufficient to enable a reviewing court to determine whether the decision-maker's conclusions were reached for an impermissible reason or for no reason at all. A reviewing court could only reverse upon a finding that the decision was arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law. No verbatim transcript or recording would be required nor would detailed findings of fact be essential.

So far no case has held that a final and binding interest arbitration award may not be subject to any judicial review nor has any case asserted a judicial right to de novo review. Reviewing courts have generally opted for treating a compulsory interest arbitration award as if it were a consensual grievance arbitration award for purposes of judicial review[26] or they have required a verbatim record and reviewed the record applying a substantial evidence test.[27]

The intermediate standard of *Dunlop v. Bachowski* has rarely been discussed in this context although it appears to have great merit from a constitutional as well as from a public policy point of view. Constitutional formulations usually involve a balancing process by which competing and countervailing interests are carefully weighed and balanced off against one another. In determining the constitutional requirements for judicial review of compulsory interest arbitration awards, the following interests merit balancing: 1) protection for the public against arbitral abuses; 2) its protection of the arbitration process against excessive formalities which are crippling to its effectiveness. While the former point needs little elaboration, the latter point does, particularly for a group of lawyers. It is the position of many experienced public labor relations specialists that arbitration proceedings

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[24] 421 U.S. 560 (1975).

[25] The Court also noted that a statement of reasons serves purposes other than judicial review. "A reasons requirement promoted thought of the Secretary and compels him to cover the relevant points and eschew irrelevances . . ." 421 U.S. at 572.

[26] Washington v. Police Dept., 436 Pa. 168, 259 A.2d 437 (1969); Patrolmen's Benevolent Ass'n v. New York, 79 Misc. 2d 334, 358 N.Y.S.2d 280 (1975); Albany Permanent Professional Firefighters Assn. v. Corning, 84 Misc. 2d 759, 376 N.Y.S.2d 796 (Albany Co. Sup. Ct. 1975), aff'd, 51 App. Div. 2d 386, 381 N.Y.S.2d 699 (1976) (establishing a modified Article 75 standard which includes the question of whether the award has some rational or reasonable basis).

[27] Amsterdam v. Helsby, 37 N.Y.2d 19, 371 N.Y.S.2d 404 (1975) (concurring opinion by Justice Fuchsberg) ("the substantiality of the evidence"); Alpena v. Alpena Fire Fighters Assn., 56 Mich. App. 568, 224 N.W.2d 672 (1974); Caso v. Coffey, 83 Misc. 2d 614, 372 N.Y.S.2d 892 (Nassau Co. Sup. Ct. 1975); Buffalo Police Benevolent Assn. v. Buffalo, 81 Misc. 2d 172, 364 N.Y.S.2d 362, 89 LRRM 2142 (Erie Co. Sup. Ct. 1975).

should not require representation by attorneys, that mediation attempts by arbitrators expedite the arbitration process, and that excessively long and unwieldy records (such as the 3000-page record developed by the parties in *Caso v. Coffey*[28] on remand) are counterproductive to the goals of interest arbitration. I concur with the proposition that arbitration is primarily a pragmatic, problem-solving procedure and that a constitutional theory which requires a verbatim record will interfere seriously with the utility of final and binding arbitration awards envisioned by some legislatures. As one court noted, a compulsory interest arbitration statute "represents a fresh approach to municipal employee labor relations problems and enters an area as yet unexplored . . ."[29] Fresh legislative approaches to the problem of providing finality to public sector collective bargaining where the right to strike lawfully has been withheld not only merit the customary strong presumption in favor of constitutionality but also the customary flexibility in determining appropriate due process standards. Against that setting, the Supreme Court's approach in *Dunlop v. Bachowski* has great merit in the compulsory interest arbitration context.

It may be anticipated that the next round of constitutional challenges to compulsory interest arbitration statutes will concentrate more specifically upon the issues of a hearing record, the scope of judicial review and other due process problems arising out of legislated arbitration procedures.[30] I foresee that this second round of litigation will produce more thoughtful constitutional analysis than that exhibited during the initial round.

Having acknowledged that important litigation in this area is yet to come because no present decision deals completely with all the basic constitutional issues of compulsory arbitration, I believe it is now appropriate to turn our attention away from the constitutional thicket and toward the "real world" where compulsory interest arbitration is an accepted technique which many public sector labor relations specialists must master. My fellow panelists will continue your tour and introduce other issues generated by legislated experiments in public sector dispute resolution techniques. In this result-oriented area of the law, it is relevant to conclude by observing that the constitutional outcome will probably be heavily influenced by the practicality and effectiveness of legislated dispute resolution techniques rather than vice versa.

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[28] 93 LRRM at 2135.

[29] Biddeford v. Biddeford Teachers Assn., 304 A.2d at 391 (1973).

[30] Particularly where final offer arbitration is mandated, interesting questions as to the procedures of determining final offers may be raised.

✓1. ordered
✓2. local option
✓3. option to choose a different arbitrator
✓4. 09.
5. Sec 610

Original sponsors: Parr, Fischer, Rodey and Stimson

Offered: 3/2/81
Referred: Community & Regional Affairs

IN THE SENATE

BY THE HEALTH, EDUCATION AND SOCIAL SERVICES COMMITTEE

CS for CS FOR SENATE BILL NO. 126 (~~H&SS~~) CCERA

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWELFTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act relating to labor relations involving teachers and school districts; and providing for an effective date."

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

* Section 1. AS 14.20.570 is repealed and reenacted to read:

Sec. 14.20.570. MEDIATION. (a) Mediation between the employee bargaining agency and the school board in accordance with the provisions of this section

(1) shall begin if the parties have failed to negotiate a collective bargaining agreement before March 1;

(2) may begin at any time before March 1

(A) if the employee bargaining agency and the school board mutuall, gree; or

(B) if the employee bargaining agency or the school board certifies to the other party that, in its opinion, good faith negotiations between the parties are at an impasse and the services of a mediator are necessary to resolve the dispute.

(b) When mediation is required or requested under (a) of this section, the employee bargaining agency and the school board shall choose a mediator. If the employee bargaining agency and the school board are unable to agree upon a mediator within seven days of the date mediation is required or requested under (a) of this section, they shall jointly request the United States Federal Mediation and Conciliation Service to provide mediation services. If the United States

Federal Mediation and Conciliation Service is unable to provide mediation services, the employee bargaining agency and the school board shall jointly request the American Arbitration Association or another recognized arbitration association to name a mediator.

(c) A mediator designated under (b) of this section shall

(1) chair all meetings between the employee bargaining agency and the school board; and

(2) attempt to resolve the differences between the disputing parties and reach common acceptance of terms and conditions or other items in dispute whenever possible.

(d) The mediator has 30 days from the first meeting with the disputing parties to secure agreement between the parties and to reduce the agreed terms, conditions, and other items to a written contract. The employee bargaining agency and the school board may agree to extend the period during which the mediator may secure agreement and reduce the agreed terms, conditions, and other items to a written contract.

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

(f) The expenses of mediation, if any, under this section shall be shared equally by the employee bargaining agency and the school board.

* Sec. 2. AS 14.20 is amended by adding new sections to read:

Sec. 14.20.574. ARBITRATION. Items at impasse shall be submitted to an arbitrator under this section if the employee bargaining agency and the school board are unable to reach agreement by the 30th day following the first meeting between the employee bargaining agency and the school board with a mediator appointed under AS 14.20.570(c), except that, if the parties mutually agree to extend the period during

which the mediator may secure agreement as provided by AS 14.20.570(d), the extension date agreed to by the parties shall be the date applicable under this section to determine whether arbitration is required.

Sec. 14.20.578. APPOINTMENT OF ARBITRATOR. The mediator appointed under AS 14.20.570 shall serve as arbitrator. However, if the mediator is unable to serve as arbitrator, or one of the parties the employee bargaining agency and the school board shall, within 24 hours of the expiration of the period specified in AS 14.20.574, ask the American Arbitration Association or other recognized arbitration association to name an arbitrator.

* Sec. 3. AS 14.20 is amended by adding new sections to read:

Sec. 14.20.582. ARBITRATION AWARD. (a) The arbitrator shall have at least one meeting jointly with the employee bargaining agency and the school board. After accepting items submitted by each party to determine an arbitration award, the arbitrator shall make at least one good faith effort to secure a negotiated agreement between the parties.

(b) Submission of items to the arbitrator shall be by each party separately. Each submission shall state the final offer on each of the items at impasse, and only on those items, and shall be certified by the authorized representative of the employee bargaining agency or of the school board. The arbitrator shall select on an "item by item" basis the more reasonable and equitable offer, and shall issue an award incorporating the selected offers without modification. The award of the arbitrator is final and binding on both parties.

(c) The arbitrator may not make an award which will require a municipality to increase its local tax rate to meet the cost of an award.

(d) The expenses of arbitration shall be shared equally by both parties.

Sec. 14.20.586. REVIEW OF ARBITRATOR'S AWARD. (a) The award of an arbitrator under AS 14.20.574 - 14.20.582 may be vacated by a court

(1) if the award fails to meet the standards of AS 14.20.582(c); or

(2) on grounds specified in AS 09.43.120.

(b) The award of the arbitrator may be corrected or modified by a court only on grounds specified in AS 09.43.130.

* Sec. 4. AS 14.20 is amended by adding a new section to read:

Sec. 14.20.595. STRIKES. A teacher may not engage in a strike. Upon a showing by a school board or the Department of Education that teachers are engaging or about to engage in a strike, an injunction, restraining order, or other order which may be appropriate shall be granted by the superior court in the judicial district in which the strike is occurring or is about to occur.

* Sec. 5. AS 14.20.610 is amended by adding a new subsection to read:

(b) A school board may not engage in a lockout of its teachers. Upon a showing by an employee bargaining agency that a school board is engaging or about to engage in a lockout, an injunction, restraining order, or other order which may be appropriate shall be granted by the superior court in the judicial district in which the lockout is occurring or is about to occur.

* Sec. 6. AS 14.20.580 is repealed.

* Sec. 7. A right or liability of an employee bargaining agency or a school district arising out of an agreement entered into under AS 14.20.570 - 14.20.580 as these provisions read before their amendment and repeal by this Act is not affected by the enactment of this Act.

* Sec. 8. This Act takes effect immediately in accordance with AS 01.10.070(c).

ANALYSIS OF PROPOSED AMENDMENTS
TO CSSB 126 (HESS)

Page 3, Line 6:

The addition of this language will allow the parties to select a person other than the mediator to serve as arbitrator. One of the goals of "mediation-arbitration" is to expedite the process by using the same individual to provide both services. However, the skills required for one process are not necessarily the skills required for the other. This language adds flexibility to the process in the interest of quality services.

Page 3, Line 26:

Compulsory interest arbitration legislation has been subjected to constitutional challenge in several states on the ground that it lacks sufficient standards for the award and is therefore an illegal delegation of legislative authority. This challenge has been rejected where the courts could find an adequate standard or set of standards. Most states which have compulsory interest arbitration have three or more standards. However, a Pennsylvania statute was upheld where the sole standard was "in accordance with law." In order to insure that such a challenge would not succeed in Alaska, prudence dictates that a modest list be added to this legislation. The individual standards were chosen with the goal of allowing the arbitrator maximum flexibility within the demands of constitutional law.

Page 4, Line 2:

This provision is designed to give the parties and a court a mechanism to determine if an arbitrator reached his or her conclusions for an impermissible reason or no reason at all. It allows a court to use a slightly higher standard of due process review, thus helping to insulate the legislation from this additional constitutional challenge.

Page 4, Line 14:

The grounds for vacating an arbitration award in AS 09.43.-120(a)(4) and (a)(5) are eliminated as inappropriate.

Page 4, Line 26:

Subsection (b) has been added which recognizes a right to strike if the school board opts-out of compulsory arbitration pursuant to Section 8 of this bill.

Page 5, Line 13:

A new section is added which would allow a school board to opt-out of the statutory scheme for compulsory interest arbitration. School boards and employee bargaining agencies can not opt-out of the compulsory mediation provisions of this legislation.

THE FOLLOWING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

Against

SB 126

Bob Greene

Association of Alaska

School Boards

#

02211 NL ANCHORAGE ALASKA 50 02-26 2154P AST

PMS SEN GILMAN 1647

JUNEAU

LOWER YUKON SCHOOL BOARD DRASTICALLY OPPOSES SENATE BILL 126,
BINDING ARBITRATION. THIS TYPE OF BILL TAKES AWAY THE POWER
FOR A LOCAL SCHOOL BOARD TO CONTROL LOCAL SCHOOLS. SINCERELY,

LESLIE R HUNTER

CHAIRPERSON

LOWER YUKON SCHOOL BOARD

KENAI PENINSULA BOROUGH
BOX 850 · SOLDOTNA, ALASKA 99669
PHONE 262-4441

STAN THOMPSON
MAYOR

March 13, 1981

The Honorable Donald E. Gilman
The State Senate
Pouch V
Juneau, AK 99811

Dear Senator Gilman:

HB163 & SB126 Which Provide Binding
Arbitration Between School Boards & Teachers

I am definately and very opposed to binding arbitration. Binding arbitration takes the authority away from the people of the area and their control of the school situation. It should be their decision, not that of some outside arbitrator, as to what they wish to do with their schools.

Lets vote against binding arbitration for school board/teacher agreements. Lets leave it in the hands of our local communities to make the final decisions. Lets also remember that the local people are the ones that vote in the elected school board officers to make those decisions for them.

Thank you for your attention on this. Please vote against binding arbitration.

Sincerely yours,

Stan Thompson

Stan Thompson, Mayor
Kenai Peninsula Borough

ST:lc

acknowledge
advisement

KODIAK ISLAND BOROUGH SCHOOL DISTRICT
P.O. BOX 886
KODIAK, ALASKA 99615
TELEPHONE (907) 486-3131

February 16, 1981

The Honorable Don Gilman
Alaska State Senate
State Capitol, Pouch V
Juneau, Alaska 99811

Dear Senator Gilman:

I urge you to vote against SB 126.

Teachers have fared well under collective bargaining law. I think if you research you will find that teachers are among the top in both pay and benefits in Alaska.

I hope you will view favorably a position that local school boards should continue to be the body determining the scope of the Negotiatied Contract, not some "outsider" who has no interest in local conditions nor who even understands local school districts.

I know it's oversimplified to state that teachers now and in the past could get up a referendum (in their districts or even State-wide) to put to the people if we should have binding arbitration. So, isn't it evident by the lack of any such move that they fear this would be an unpopular move. School boards can now negotiate binding arbitration, but have not chosen to. Again by its absence, I think shows that the people do not want it.

I urge you to oppose SB 126.

Sincerely,

Louise Collins

Louise Collins
President
Kodiak Island Borough School Board

/mke

cc: Senator Bob Mulcahy
Bob Greene, AASB

SITKA SCHOOL DISTRICT
ACCREDITED BY THE NORTHWEST ASSOCIATION OF SECONDARY SCHOOLS & COLLEGES

P. O. BOX 179 SITKA, ALASKA 99835

JOHN E. COFFEE
SUPERINTENDENT

March 2, 1981

The Honorable Don Gillman
Alaska Senate
Pouch V, State Capitol
Juneau, AK 99811

Dear Senator Gillman:

I am writing because of my concern about Senate bill 126 which would provide binding arbitration in teacher bargaining.

Binding arbitration would effectively place decision making authority in the hands of an entity outside the school district. This would be in direct contradiction to the local control theory of government. School boards are elected by law to manage the affairs of the district. They are, further, required by law to bargain in good faith on various items. This is currently done throughout the State. The result has been, generally, the highest paid teachers in the nation, working, in my view, in some of the best working conditions in the nation. I would refer you to the 1979-80 Alaska Association of School Boards publication entitled Survey of School District Budgeted Revenues, Expenditures, and Employee Benefits. It is my view that teacher unions are doing very well without having further advantages of binding arbitration, expanded bargainable items, and the right to strike.

The school boards I have worked for in Juneau and Sitka have been made up of reasonable people whose main motives have been to serve the community they represent. Final decision making authority on items that are bargainable must not be taken away from such local officials and given to an outside arbitrator.

I am hopeful that the representative of the Alaska School Board's Association, Mr. Robert Greene, and the representative of the Alaska Association of School Administrators, Dr. Cliff Hartman, will be listened to carefully by the various committees when they discuss the ramifications of this bill. It is vital that such legislation not become law.

Sincerely,

John E. Coffee, Superintendent
Sitka School District

cc: Senator Richard Eliason
Representative Ben Grussendorf
Mr. Robert Greene, A. A. S. B.
Dr. Cliff Hartman, A. A. S. A.

March 13, 1981

Patricia Hunt
Clerk
Copper River School District
Board of Education
Box 108
Glennallen, Alaska 99588

Dear Ms. Hunt:

This will acknowledge receipt of your letter of March 10, 1981, voicing opposition to Senate Bill 126/House Bill 163, Binding Arbitration.

All members of the Community & Regional Affairs Committee, where the bill now is, will be given a copy of your letter.

Thank you for writing.

Sincerely,

Don Gilman
State Senator

Copper River School District

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

March 10, 1981

The Honorable Don Gillman
Alaska State Senate
Pouch V
Juneau, Alaska 99811

Dear Senator Gillman:

I am writing on behalf of the Copper River School District Board of Education to express our opposition to Senate Bill 126/House Bill 163 "Binding Arbitration".

We are concerned that provisions for mandatory mediation, binding arbitration and court review would greatly impede the local school boards in their efforts to administer the districts effectively. It is important to the concept of local control that boards be able to negotiate contracts with the teachers' association without the threat of interference of an arbitrator, for example, who may not fully understand the local priorities and situations.

We realize that you must respond to the desires of many groups, but we hope that you will consider our thoughts in this matter as you deliberate this bill.

Sincerely,

Patricia Hunt

Patricia Hunt, Clerk
Copper River School District
Board of Education

PH:pm

Send letter saying — Acknowledge letter
Committee Members will be given copy of the letter

Federation's Role in our Enterprise Economy

March 21, 1981

Dear Senator Gilman,

Please reference SB 126 in which the teachers union is asking for binding arbitration as a means of achieving finality in bargaining and avoiding strike.

The president of the AFL-CIO Public Employees Department said recently, "history teaches that laws prohibiting strike have never worked in America." And a statistical study commissioned by the Public Research Council in Washington DC concluded that passage of a bargaining law did not result in overall reduction in strike activity. In fact in most cases, strike activity was notably higher in the period following legislation.

We understand the need for finality in the bargaining process, but not at the expense of our right to representation. We do not want an arbitrator deciding what kind of education our children will have and how much it will cost us.

The whole question of the right of public employees is very difficult. We need to find answers that preserve our type of government: the taxpayer decide what the taxpayer pays.

Binding arbitration is clearly not the answer.

Sincerely,

Barbara Pargeter

Anchorage Women's Club FREE Committee

4835 Queens Court
~~1539 West Ninth Avenue~~ • Anchorage, Alaska 99504 • 272-5015
A committee of the Anchorage Woman's Club

THE PRECEDING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

THE FOLLOWING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

For

SB 126

Bob Manners

Executive Secy

NEA Alaska

TELEGRAM

99365 POM TDA KOTZEBUE ALASKA 15 24-01 1130P AST

PMS SEN DON GILMAN

JUN 2 AM 5 06

URGE YOUR SUPPORT ON BRIDGE BINDING ARBITRATIONS IN HEARINGS

TOMORROW. SHOULD PRODUCE EQUITABLE SETTLEMENTS. THANKS

JEAN ROBB

BOX 153

KOTZEBUE AK 99752

TELEGRAM

72351 FOM TPA KOTZEBUE ALASKA 19 [illegible] 1152 [illegible]

PMS SEN DON GILMAN

JUN

HOPE BINDING ARBITRATION BILL WILL NOT BE WEAKENED AND WE HAVE YOUR SUPPORT. THANKS

ARLETA CHILDERS

GENERAL DELIVERY

DEERING AK 99736

'81 APR 2 AM 5 02 TELEGRAM

ALASCOM, INC.
PHONE: 586-6442
JUNEAU, AK 99802

99336 POM IDA KOTZEBUE ALASKA 15 04-01 1115P AST

PMS SEN DON GILMAN

JUN

PUSH TEACHERS WANT YOUR HELP ON PENDING ARBITRATION FOR PEACEFUL

FINAL RESOLUTION TO NEGOTIATIONS. THANKS.

CHUCK JOHNSTON

GENERAL DELIVERY

SELAWIK AK 99770

3834E DOM TDA KOTZEBUE ALASKA 15 09-01 0145P AST

PMS SEN DON GILMAN

JUN

IAS TEACHERS I REPRESENT IN NORTHWEST ARCTIC HOPE YOU WILL

SUPPORT SB126 IN HEARINGS 9-2-91.

SHARON SCOTT, PRESIDENT, NEA

BOX 536

KOTZEBUE AK 99752

TELEGRAM

RITECOM INC.

#

08356 PDM TDA KOTZEBUE ALASKA 15 2A-01 1112P AST

PMS SEN DON GILMAN

JUN

29 LOCAL TEACHER ASSOCIATIONS NOW NEGOTIATING WOULD APPRECIATE

YOUR SUPPORT OF SB126 BINDING ARBITRATION. THANKS

PETER MACMANUS

GENERAL DELIVERY

AMBLER AK 99786

#

[illegible] A.M. 5 09

TELEGRAM

ALASKA

[illegible]

[illegible]

03341 PDX TDA KOTZEBUE ALASKA 15 GA-21 1115P AST

PNS SEN DON GILMAN

JUN

FURTHER DEMONSTRATE BINDING ARBITRATION BILL NOT ACCEPTABLE

TO TEACHERS UNDER YOUR HELP IN HEARINGS.

GEORGE KAZEDIC

BOX 10

KOTZEBUE AK 99752

TELEGRAM

'81 MAR 26 AM 1 52

02211 POM TDA GLENNALLEN ALASKA 15 03-25 1100P AS

PMS SEN DON GILMAN

JUN

NEGOTIATIONS TAKE TOO LONG. PLEASE SUPPORT SB126 BY DOING ARBITRATION IN YOUR COMMITTEE.

HARRY HOFSTETTER

GLENNALLEN ALASKA 99588

TELEGRAM

'81 MAR 26 AM 1 29

02199 POM TDA GLENNALLEN ALASKA 15 03-25 1042P AST

PMS SEN DON GILMAN

JUN

I WOULD APPRECIATE FOR SB126 BINDING ARBITRATION IN YOUR

COMITTEE.

JOE HEERSINK

GLENNALLEN ALASKA 99588

#

02221 PDM IDA GLENNALLEN ALASKA 15 03-25 1104P AST

PMS SEN DON GILMAN

JUN

NEED SOME FORM OF FINALITY TO NEGOTIATION. SUPPORT S 126

BINDING ARBITRATION IN YOUR COMMITTEE.

LOPETTA DASQUEZ

GLENNALLEN ALASKA 99588

'81 MAR 26 AM 1 52

TELEGRAM

TELEGRAM, INC.

#

02229 POM TDA GLENNALLEN ALASKA 15 03-25 1116P AST

PMS SENATOR DON GILMAN

JUNEAU

BECAUSE OF LENGTHY PAST NEGOTIATIONS PLEASE SUPPORT SB126

BINDING ARBITRATION IN YOUR COMMITTEE.

JOYCE FISH

GLENNALLEN ALASKA 99588

92 MAR 18 AM 1 52

ALASCOM, INC.
586-6442

#

02209 POM TDA GLENNALLEN AK 15 03-21 2030 AST

PMS SEN. DON GILMAN

JUNEAU AK

WE URGE SUPPORT OF SB126 BINDING ARBITRATION WHICH EXPEDITES SOLUTION OF EDUCATIONAL PROBLEMS.

KEN AND EVELYN BUNCH

BOX 3

GLENNALLEN AK 99588

81 MAR 22 AM 12 53

TELEGRAM

ALASCOM, INC.
PHONE: 586-6442
JUNEAU, AK 99802

#

02068 POM TDA KOTZEBUE ALASKA 15 03-30 1030P AST

PMS SEN DON GILMAN

JUN

URGE SUPPORT SB126 BINDING ARBITRATION IN COMMITTEE HEARING

4-2-81 NEED FINAL RESOLUTION TO NEGOTIATIONS PROCESS.

JEAN ROBB

BOX 193, KOTZEBUE ALASKA 99752

81 MAR 31 AM 1 26

MSG 81-00010288 PRTY 1 03/30/81 15:09:58 ORIG: LA00 IN= 0016 OUT= 0043
FROM: LOU TO: JNU INFO
TARGET: LJH2 SUBJ: POM PAGE 0002

TO: SENATORS GILMAN, ZIEGLER, FERGUSON, COLLETTA, STURGULEWSKI

FROM: MAYBELLE GERMAN, BOX 4-420, ANC 99502 272-2381

PLEASE SUPPORT SB-126.

Box 3718
Kenai, Alaska 99611
February 12, 1981

Senator Don E. Gilman
Pouch V
Juneau, Alaska 99811

Dear Don:

In my opinion, the state law pertaining to teacher negotiations could be improved by passage of A.S 14.20.550 - 14.20.610.

There is something wrong with the bargaining process when a school district such as ours can bargain with teachers over a ten month period and still not have a negotiated agreement on the opening day of school. There has to be a way of finalizing things when bargaining at the table fails over a reasonable period of time.

I think binding arbitration is the answer — last best offer on an item by item basis. The proposed legislation restricts any arbitrator's award to that which

would not require additional taxes or additional funding from any source. This protects the local taxpayers as well as the responsibilities which elected school board members have assumed.

These are my opinions on the subject and I thank you for taking the time to read them.

Sincerely,
Marge O'Reilly

cc: Kertulla
Manners

ph 747-6447

3704 Halibut Pt. Road
Star Route
Sitka, Alaska 99835
March 28, 1981

Senator Donald E. Gilman
Alaska State Senate
State Capitol Bldg.
Pouch V
Juneau, Ak 99811

Dear Sir:

I am an eighth grade teacher in Sitka. I have taught school here for fourteen years and have viewed the negotiations process from several different vantage points since I moved to Alaska. This process does not work with the present mediation process as the final step. It does nothing but produce bad feelings on both sides of the negotiating table and the end results make educators and school board members look bad. We need an aribtration bill now and we need a good arbitration bill----not one that has been gutted by the amendment process.

I strongly urge you to support SB126 in the C and R Committee and also on the floor of the Senate. This bill is absolutely essential for the improvement of the negotiations process. I would appreciate a response from you on this topic. Thank you for your time and effort in this area.

I plan to visit the [illegible] with a group of eighth graders next week----April 1, 2, [illegible] perhaps this group could attend your committee hearings on this bill if it works out for every one concerned. Have a good day.

Sincerely,

Harvey Brandt

Harvey Brandt

File in
SB 126

SUSAN D. DURSIN
BOX 365
STERLING, ALASKA 99672

February 16, 1981

Dear Don:

I'd like to say, first of all, that teachers I've talked to in Soldotna are happy to have you in Juneau. We think that you've made a strong start. (And we hope that you manage to "hang in there" despite some of the rather trying Thursday evenings you've had on the teleconference sessions.)

I do want to voice my very strong support for changes in the teacher negotiations law: AS 14.20.550 - 14.20.610. I feel that arbitration as the final step in the impasse procedure would clarify the process and also offer incentive for early settlement. It seems that bargaining goes on longer and longer each time we're at the table, with both sides going away frustrated, to say the least. Neither side wants to spend four or five months bargaining: with impasse being such a common situation, it seems that arbitration would work toward either speedy resolution on the one hand or clearcut conclusion to impasse on the other.

As you are well aware, Alaskan teachers have worked for some time to gain passage of an arbitration bill. I hope you will see your way clear to supporting one this year.

Yours truly,

Susan Dursin

Susan Dursin

File W
SB 126

Box 524
Soldotna, AK 99669
February 20, 1981

Senator Don Gilman
Pouch V
Juneau, Alaska 99811

Dear Don:

This letter is being written to ask for your support of a Binding Arbitration bill which would provide the last step in the impasse procedure in teacher negotiations. I understand that the bill in now in Senate Rules.

As a teacher with considerable experience in the negotiations process, the passage of a bill providing for binding arbitration would greatly improve the bargaining process. In the last few years, the process has become severely bogged-down resulting in a great deal of frustration on the part of both parties. It is my view that the School Board, with more monies available and with the Central Office staff providing time and effort, looks at bargaining with a "don't give in" view. Perhaps they feel we do the same. Disputes are not settled and the entire process ends up taking a year or so to complete, with both sides being frustrated and tired.

The Kenai Peninsula Borough School Board has just recently hired a professional negotiator to negotiate for them with the classified employees. I oppose the idea of hiring professional negotiators, with taxpayer money, to negotiate against employees. The school board seems more than anxious to send their members to Negotiations Workshops to learn the process--why not use it. When the teachers of this district begin negotiating next December, will this be the case? Or will the school board come to the table (and will we) with a real effort to reach agreement and compromise as much as we can so that both parties can truly negotiate? Probably not--not unless some changes in the process are made before we begin.

I believe that a binding arbitration law which encompasses a last-best-offer clause on an item by item basis would facilitate the process. Both sides would make a real effort to be reasonable and valid in their positions knowing that an objective third party would not favor an invalid or unreasonable alternative. It would force the parties, in less time and with less expenditure, to reach an agreement between the two of them and thus bring negotiations back to where it belongs--the bargaining table.

Sincerely,

Sherry

Sherry McGuiness

cc: Robert Manners
Executive Secretary
NEA/Alaska

Senator Jalmar Kerttula

Hugh Hays
President, KPEA

P.O. Box 3059
Kenai, Alaska 99611
February 12, 1981

Senator Don Gilman
Alaska State Senate
Pouch V
Juneau, Alaska 99811

Dear Don:

I understand a bill providing finality in the teacher bargaining law may have a chance this session. This is an issue near and dear to my heart, as I have sat through the existent frustrating process. I feel very strongly that a well-written binding arbitration law would enhance the negotiation process to the benefit of all parties involved.

If the bill is properly written, Don, it could promote much more genuine efforts at bargaining than presently exist. In the discussions I've had with opponents of binding arbitration I haven't found a criticism that has held up to scrutiny.

I hope you'll support binding arbitration as a fair and peaceful solution to teacher negotiation impasse. I'd be willing to discuss this further with you at any time or to provide more information regarding the need for this legislation on the Kenai Peninsula.

Thanks for your time and attention.

Sincerely,

Judy Salo

Judy Salo

cc: Kerttula
Manners

Re: SB 126

LA61 3542 18.14 03/23/81 JAU1 0003 07.56 03/24/81

SUBJECT: PUBLIC OPINION MESSAGE
FROM: DONNELL ROUNSAVILLE
KODIAK, ALASKA
TO SENATORS:

DONALD E. GILMAN	ROBERT H. ZIEGLER SR.
ARLISS STURGULEWSKI	CHARLES H. PØRR
MIKE COLETTA	VIC FISCHER
FRANK R. FURGESON	PATRICK RODEY

I URGE YOUR SUPPORT FOR SB 126. I AM A TEACHER AND DO NOT WANT TO STRIKE. HOWEVER, IF THERE IS NO ALTERNATIVE I BELIEVE I SHOULD HAVE THE RIGHT. I WOULD LIKE BINDING ARBITRATION SO THAT EVERYONE WILL NOT HAVE TO SUFFER NEEDLESSLY. THIS TYPE OF LAW WILL ENCOURAGE OR DEMAND THAT BOTH SIDES BARGAIN SERIOUSLY AND WITH EXPEDIENCY. THIS WILL SAVE VALUABLE TIME AND MONEY FOR TEACHERS, SCHOOL BOARDS AND THE TAX PAYERS.

DONNELL ROUNSAVILLE
P.O. BOX 547
KODIAK, ALASKA 99615

Box 21
Dillingham, Alaska 99576
March 21, 1981

Senator Don Gilman
Alaska State Legislature
Pouch V
Juneau, Alaska 99811

Dear Senator Gilman:

This letter is to enlist your support of S.B.126. Binding Arbitration (item-by-item, last best offer) is the most important education bill in the legislature this session. It will have a more positive effect on improving the quality of education in Alaska than any bill passed to date. It will accomplish this by relieving most of the frustration teachers feel toward their employers because of the inadequacies in our current negotiating law, make school board members more accountable to the position to which they have been elected, make teachers and school boards more accountable to the negotiating process and their expectations from this process, remove most of the community's animosity toward the school which arises from conflict in negotiating, allow the professionals (teachers) more time to work on professional issues, help stabilize the teaching staffs in rural Alaska, and remove the major obstacle which causes those people directly involved in education to be adversaries instead of a team.

A federal mediator has stated that he could resolve all disputes at the mediation level within 36 hours if he had Binding Arbitration backing him up.

Binding Arbitration does <u>not</u> remove any power from local school boards. It does require that local school board members become more involved in and accountable to the position to which they were elected. Most community members do not care how a labor dispute is resolved. In fact, most would prefer that it did not arise. Binding arbitration would keep these disputes to a minimum.

It is unrealistic to assume that people perform as well or are as dedicated to their work when there is animosity toward them from their employer. The inadequacies in our current negotiating law foster this type of atmosphere.

If you have any questions, please contact me. Thank you for your consideration.

Sincerely,

Charles A. Gustafson

Box 208
Copper Center, Alaska
99573
3/22/81

Senator Gilman
Pouch V
Juneau, Alaska 99811

Dear Senator Gilman,

I would like to express my concern for S B. 126 (binding arbitration) and would like to urge you to support it. Having been an a negotiations team which has gone through mediation and non-binding arbitration, I deeply feel that there is a need for closure through binding arbitration.

As the situation now stands, I feel that teachers are more prone to accept a decision of an arbiter (which is contrary to their position) than school boards. The teachers have no recourse except to strike or withhold other services. These actions, of course, are condemned by the public. The school board, on the other hand, may simply decline the decision of the arbiter with no apparent consequences. Teachers, are therefore, forced to accept a position offered by the board even if arbitration is in their favor. I don't feel this is right.

Further, I feel that binding arbitration will speed up the negotiations procedure and have a positive affect on the community as well as on the teachers.

Sincerely,

Andrew Zajac

Andrew Zajac

Box 208
Copper Center, Alaska
99573
3/22/81

Senator Gilman
Community and Regional Affairs
Pouch V
Juneau, Alaska 99811

Dear Senator Gilman,

Birding arbitration is indeed controversial, not favored by all through fear of the peculiarities of the arbitrator. Necessarily placing confidence in the American Arbitration Association therefore, I then urge you to support Senate Bill 126 in the interests of both REAA school boards and the teachers of those respective districts.

Lengthy, non-productive negotiations are both expensive and are promulgators of ill feelings for all parties involved.

Binding arbitration is the only answer. Please push and support. Thank you.

Sincerely,

Sue Zajac

Sue Zajac
Teacher
Copper River School District

Febuary 17, 1981

File
SB126

Senator Don Gilman
Pouch V, State Capitol
Juneau, Alaska
99811

Dear Don,

This letter hopes to express how very important Senate Bill 126 is to teachers and the public. Binding arbitration is not the perfect solution to negotiation impasse but is probably the best solution that exists when we work with imperfect beings. The many causes of negotiation breakdowns are not of use to us now since it is our goal to deal with the problem before anymore serious community disruption occurs.

Senate Bill 126 offers a reasonable and effective means to resolve impasse: acceptable resolution for teachers, boards, and the public.

You may be recieving input from others that would have you vote against binding arbitration and I appreciate your situation as an elected representative of the public. It is my feeling however, that passage of the bill will best serve the public interest and therefore the Senate should respond to the need at the earliest possible moment.

Don, It is very important to teachers of the Kenai that 126 pass before we begin negotioations next year. If we feel there is pressure to negotiate on both teachers and the board, I believe we will get down to brass tacks and get the job done without needing the arbitation decision. Evidence elsewhere suggests that such is the case. Teachers see binding arbitration not as a means of settlement under normal conditions but only under the most unusual trying circumstances.

Again, thank you for the time and your consideration. I am looking forward to meeting you in Juneau to discuss your experiences,

Dan Oberg

President-Elect
NEA/Alaska

(20)

MSG 81-00006184 PRTY 1 02/26/81 18:01:32 ORIG: LD00 IN= 0006 OUT= 0087
FROM: DOUG DAWSON/KODIAK TO: ALL SENATORS
TARGET: LJH2 SUBJ: PUBLIC OPINION MESSAGE PAGE 0001

DEAR SENATOR:

THE PROCESS OF NEGOTIATIONS BETWEEN EDUCATION ASSOCIATIONS AND SCHOOL BOARDS IS FACING INCREASING PROBLEMS. SB 126 PROVIDES A MAJOR IMPROVEMENT TO THAT SITUATION. IT FORCES BOTH SIDES TO BARGAIN IN GOOD FAITH AND MOST IMPORTANTLY AVOIDS THE CATASTROPHIC CHAOS A STRIKE CAN BRING. DO WE NEED ANOTHER CRISIS AS OCCURRED IN ANCHORAGE? I THINK NOT. I URGE YOU TO SUPPORT SB 126 BECAUSE IT ALLOWS THE PROCESS OF EDUCATION TO CONTINUE WITH THE LEAST AMOUNT OF FRICTION THAT SPLITS A COMMUNITY APART. IT SOMETIMES TAKES YEARS FOR THE WOUNDS TO HEAL.

SINCERELY,
DOUG DAWSON
P.O. BOX 885
KODIAK, ALASKA 99615 486-3532

LETTERS AND TELEGRAMS RECEIVED

FOR AND AGAINST SB 126

FOR

Bob Manners
Executive Secretary
NEA/Alaska

Harry Hofstetter
Glennallen, Alaska

Joe Heersink
Glennallen, Alaska

Loretta Dasquez
Glennallen, Alaska

Joyce Fish
Glennallen, Alaska

Ken and Evelyn Bunch
Glennallen, Alaska

Jean Robb
Kotzebue, Alaska

Maybelle German, Anchorage

Marge O'Reilly, Kenai

Harvey Brandt, Sitka

Susan Dursin, Sterling

Sherry McGuiness, Soldotna

Judy Salo, Kenai

Donnell Rounsaville, Kodiak

Charles A. Gustafson,
Dillingham

Andrew Zajac, Copper Center

Sue Zagac, Copper River School
District, Copper Center

Don Oberg, President-Elect
NEA/Alaska

Doug Dawson, Kodiak

AGAINST

Bob Grene
Association of Alaska School
Boards

Leslie R. Hunter, Chairperson
Lower Yukon School Board

Stan Thompson, Mayor
Kenai Peninsula Borough

Louise Collins
President
Kodiak Island Borough School
Board

John E. Coffee, Superintendent
Sitka School District

Patricia Hunt, Clerk
Copper River School District
Board of Education

Barbara Pargeter
Anchorage Women's Club FREE
Committee

LETTERS AND TELEGRAMS RECEIVED

FOR AND AGAINST SB 125

FOR	AGAINST
Chuck Johnston, Selawik	
Sharon Scott Kotzebue	
Peter MacManus Ambler	
George Kazepis, Kotzebue	
Arleta Childers, Deering	

NEA - ALASKA

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Anchorage Office

Mary Ann Eininger
Deputy Executive Secretary
Fairbanks Office

CSSB 126 (HESS)

SUBJECT: Arbitration as the final step in the impasse procedure in teacher negotiations.

FROM: NEA-Alaska

MEMORANDUM OF SUPPORT

This memorandum is presented by NEA-Alaska as a general overview of some of the basic reasons relative to the need to change and improve the teacher negotiations law: AS 14.20.550 - 14.20.610. It is intended to provide the reader with some of the basic data, rationale, and arguments for said change. NEA-Alaska welcomes the opportunity to provide additional supportive information, especially as it may pertain to the various problems attendant to teacher negotiations throughout the State.

1. General Reasons to Change the Statute:

The bargaining process has lengthened significantly in recent years. This is due primarily to the fact that the bargaining law as it is presently written does not provide for finality of the process and is ambiguous at best relative to impasse procedures. The result has been significantly increased frustration on both sides of the bargaining table which creates high potential for conflict and confrontation. There is no incentive for early resolution of negotiations. Where there is legislation providing public employees and teachers with the right to negotiate their terms and conditions of employment, it is essential that this legislation define a process which enhances the potential for agreement between the parties.

2. Positive Effect of the Proposed Changes:

In any negotiations process the best agreement is the one which is reached between the parties. The presence of a mediation/arbitration provision within the impasse procedures increases the potential for a voluntary bilateral agreement between the parties. It provides an orderly process with appropriate time frames which lead to clear finality; an Agreement. When final and binding arbitration is the last step in impasse procedures,

both parties are forced to constantly re-examine the reasonableness of their positions on the issues. With the mediator also having statutory authority to function as an arbitrator, thus making final determinations if necessary, the mediator can cause the parties to constantly examine their positions on the issues and more effectively make recommendations which would lead to their resolution short of imposing an arbitration award. Use of the "last best offer" technique on an item by item basis is of significant value to the mediation/arbitration process in that it forces the parties to constantly examine the reasonableness and validity of their positions against the possibility that they may have to stand the tests and scrutiny of objective third party analysis. Additionally, last best offer on an item by item basis clearly restricts the latitude of the mediator/arbitrator and insures that any award will be within the parameters set by the parties themselves.

3. Arbitration in the Teacher Bargaining Law Benefits the Public:

The mere presence of arbitration as the final step in the impasse procedures in the teacher bargaining law significantly diminishes, if not eliminating entirely, the conflict potential which exists in the negotiations process. It is a fair, equitable, and objective mechanism for dispute resolution and clearly increases the potential for a bilateral agreement reached short of implementation of the arbitration process. By so doing, the continuity of the instructional program is assured. Negotiations settlements reached by the end of a given school year also favorably insure the stability of the teaching staff and provide the employer more reliable information to use in the recruitment process. The statutory changes which have been proposed provide the parties with access to the mediation/arbitration process at any time on a voluntary basis while assuring statutory access to either party after March 1. This insures a final agreement by the end of the school year. It further protects the public interest by restricting the arbitrator to an award which does not require a tax rate increase or additional funding from any source. Finally, the changes provide an equity which has been missing. Since 1972, certain categories of public employees in essential services in Alaska, negotiating under the Public Employment Relations Act, have had access to final and binding arbitration. If we are to suggest that teaching and education is so important that disruption of the program is to be minimized, arbitration as the final step in the bargaining process is essential.

4. Criticisms from Opponents:

Some suggest that arbitration may usurp the local control of a school board. This attitude represents a conflict in thinking in that school boards have a statutory obligation to also negotiate with certificated employees on matters pertaining to their employment and fulfillment of their professional duties and enter into Agreements regarding the same. Further, it suggests a possible admission by some that the positions taken on some of the bargaining issues are not reasonable or defensible. Third party intervention as a dispute settlement procedure has long been established as effective in Alaska, around the country and in the private sector for many years. The statutory procedures, which provide for binding arbitration, have been in place and working for a number of years and have been accepted as a means of dispute resolution. The reality of this process shows us that the parties reach agreement on their differences in the vast majority of cases

without the need for arbitration. Another argument put forward is that of resisting 'outside' intervention in the dispute. However, as was previously stated, "outsiders" acting as arbitrators are the very people who are effective in the grievance dispute settlement process. Further, school boards are increasingly hiring "outsiders" to represent them in negotiations and to act on their behalf in the process. In agreeing that the current teacher bargaining law is in need of improvement, opponents must recognize that the bargaining process is compatible with the statutory responsibility to make decisions attendant to educational policies. Collective negotiations is a process by which the parties may reach agreement on matters which are of mutual concern.

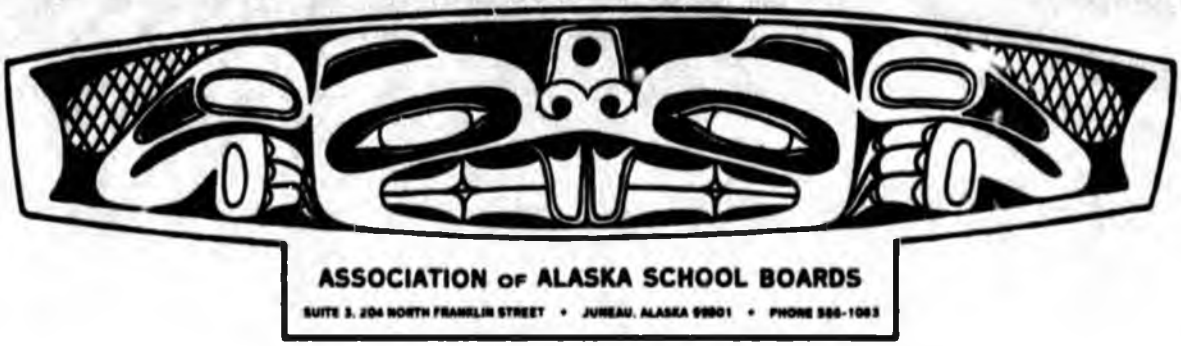
5. Other Supportive Data and Information:

Two major studies recently conducted within the State of Alaska have concluded that Arbitration is a viable means for the definition of finality to the teacher negotiations process. The Governor's Blue Ribbon Commission on the Teacher Bargaining Law and the Task Force on Labor Relations established by the Anchorage School Board of Education essentially came to the same conclusions in support of arbitration. Recent surveys by various Legislators found significant public support for arbitration, one of them at a level in excess of 75%. States around the nation are moving toward arbitration as the effective, fair, and equitable means of resolution of negotiations disputes as demonstrated by the data which is attached. In speaking before the Blue Ribbon Commission the representative of the Federal Mediation and Conciliation Service advocated consideration of the mediation/arbitration option. Data from around the nation shows an increasing frequency of arbitration being provided for in bargaining laws. This same data reveals no noticeable change in the substance in arbitrated settlements and, where the law has been in place for a number of years, fewer situations where the parties have the need to avail themselves of the arbitration process. In other words, they are succesfully reaching bilateral agreements short of intervention by the arbitrator. Further, it should be noted that the use of arbitration is increasing in private sector bargaining and in the judicial arena in civil disputes.

With an increasing number of teacher bargaining disputes going into the impasse process and not coming to resolution until after the school year commences, it is essential that we provide for final and binding arbitration now.

Respectfully submitted;

Robert Manners
Executive Secretary



March 2, 1981

AASB'S POSITION PAPER ON BINDING ARBITRATION

Following are comments and concerns of the ASSOCIATION OF ALASKA SCHOOL BOARDS relative to binding arbitration as contained in S.B. 126.

1. AASB feels that the bill does not speak to what is commonly called MANAGEMENT RIGHTS. This item, spoken to well in the attached Iowa law, deals with items which we feel must be in any binding arbitration law. There must be certain guarantees that elected public officials will be able to make certain kinds of management decisions without subjecting them to the collective bargaining process.

   Our rationale for pressing this issue at this time is that, while the present collective bargaining law is vague on the matter of what is negotiable, school boards could at least protect their rights to manage their districts by refusing to concede on specific items which would restrict their ability to conduct the public business. This, unfortunately, would change with passage of binding arbitration without protection in this area.

   Another concern in this area stems around the 1977 Alaska Supreme Court decision which spelled out many areas that were and were not bargainable. Our fear is that a binding arbitration law without limits on what is bargainable will negate this decision and we will be back to the beginning on this topic.

2. A second concern of the Association is that there is no distinction in this bill as to what is negotiable and what can be submitted to binding arbitration.

   Many states who have adopted binding arbitration have recognized the need for penalties for going to binding arbitration in an effort to minimize its use. The feeling is that if there is nothing in the form of a penalty, if the parties do not have to give up anything in order to utilize this process, then they will use it as a means to "get a little more."

Th authority of the board to prioritize the use of its esources cannot be put into the hands of a third party arbitrator if school boards are to be held responsible for the educational program and the students.

6. AASB feels that there needs to be a complete set of time lines in any revision of the bargaining law as lack of such time lines are probably more conducive to extended bargaining than any differences at the bargaining table. Presently, the bill only speaks to mediation and arbitration.

7. The present bill, as amended, only makes a provision for prohibiting strikes. Nothing in the bill enforces the no-strike provision. AASB strongly recommends that an enforcement provision be included requiring that engaging in a strike constitutes grounds for loss of tenure. Strong financial penalties must also be included against employee organizations involved in strike activities. Without these strike penalties, the no-strike provision in the law is meaningless.

   All the research indicates that binding arbitration will not prohibit strikes. The State of Pennsylvania has conducted a ten year study on the matter and the conclusions of that group are that binding arbitration will not guarantee that there will not be teacher strikes.

   New York, on the other hand, has found that stiff penalties for striking teachers will, in fact, diminish strikes significantly. It will not, however, stop them entirely.

   When binding arbitration no longer provides an advantage to unions, strikes will replace it as a means of gaining favorable settlements.

8. The present bill does not encompass intermediate bargaining processes which are commonly used in other states which have sophisticated bargaining laws. FACT FINDING is one process which should be included in such a process and defined in law. This process is a means of reducing the items at impasse during the bargaining process midway through and is a means by which public opinion can have an influence on the parties.

9. If binding arbitration is to become law in Alaska, then it should be on a last best offer of the TOTAL PACKAGE and not on an item-by-item basis. AASB's position is that unions can generate countless items to be negotiated, hoping to settle for only a fraction of those items. Boards, on the other hand, can only bargain from a position of where they currently are. The inevitable splitting of the items can only lead to sensational gains both monetarily and in the policy area by unions. Forcing an arbitration panel to decide on the most appropriate total package would put the parties on a more even basis.

THE PRECEDING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

STATE OF ALASKA

THE LEGISLATURE

BUDGET AND AUDIT COMMITTEE

AUDIT DIVISION
POUCH W—ALASKA OFFICE BUILDING

FINANCE DIVISION
POUCH WF—STATE CAPITOL

JUNEAU, ALASKA 99811

TO: Senator Don Gilman, Chairman
Senate Community and Regional Affairs Committee

FROM: Senator Arliss Sturgulewski, Chairman
Legislative Budget and Audit Committee

DATE: April 7, 1981

SUBJECT: REAA's

I am forwarding to you the attached memorandum by Jack Chenoweth on the relationship of REAA's to the State of Alaska. You will note that on page 25, the memorandum refers to the de facto "assembly" status of the Legislature in regard to a REAA.

Senate Bill 126 would provide for binding arbitration in labor disputes between school districts and their professional staff. Would SB 126 create a contingent liability for the state for employee contract settlements reached under binding arbitration? It might be helpful to request an opinion on this question from the Legal Services Division.

Attachment

THE FOLLOWING PAGES WERE TREATED AS
A UNIT IN THE ORIGINAL FILE.

STATE OF ALASKA

THE LEGISLATURE

BUDGET AND AUDIT COMMITTEE

AUDIT DIVISION
POUCH W — ALASKA OFFICE BUILDING

FINANCE DIVISION
POUCH WF — STATE CAPITOL

JUNEAU 99801

MEMORANDUM

TO: Legislative Budget and Audit Committee Members

FROM: Senator Arliss Sturlugewksi, Chairman
Legislative Budget and Audit Committee

DATE: March 31, 1981

SUBJECT: Legislative and Executive Oversight of REAA's

During the opening days of this session, I requested that the Legal Services Division prepare an overview of legislative responsibilities in relation to special service districts in the unorganized borough. The attached memorandum by Jack Chenoweth is in response to that early request.

This overview of existing statutory authority related to REAA's provides the background information upon which legislative proposals can be built. The memorandum reviews the existing oversight authority of the legislative and executive agencies in regard to REAA's, and points out where existing statutory and regulative authority could be better utilized.

Attachment