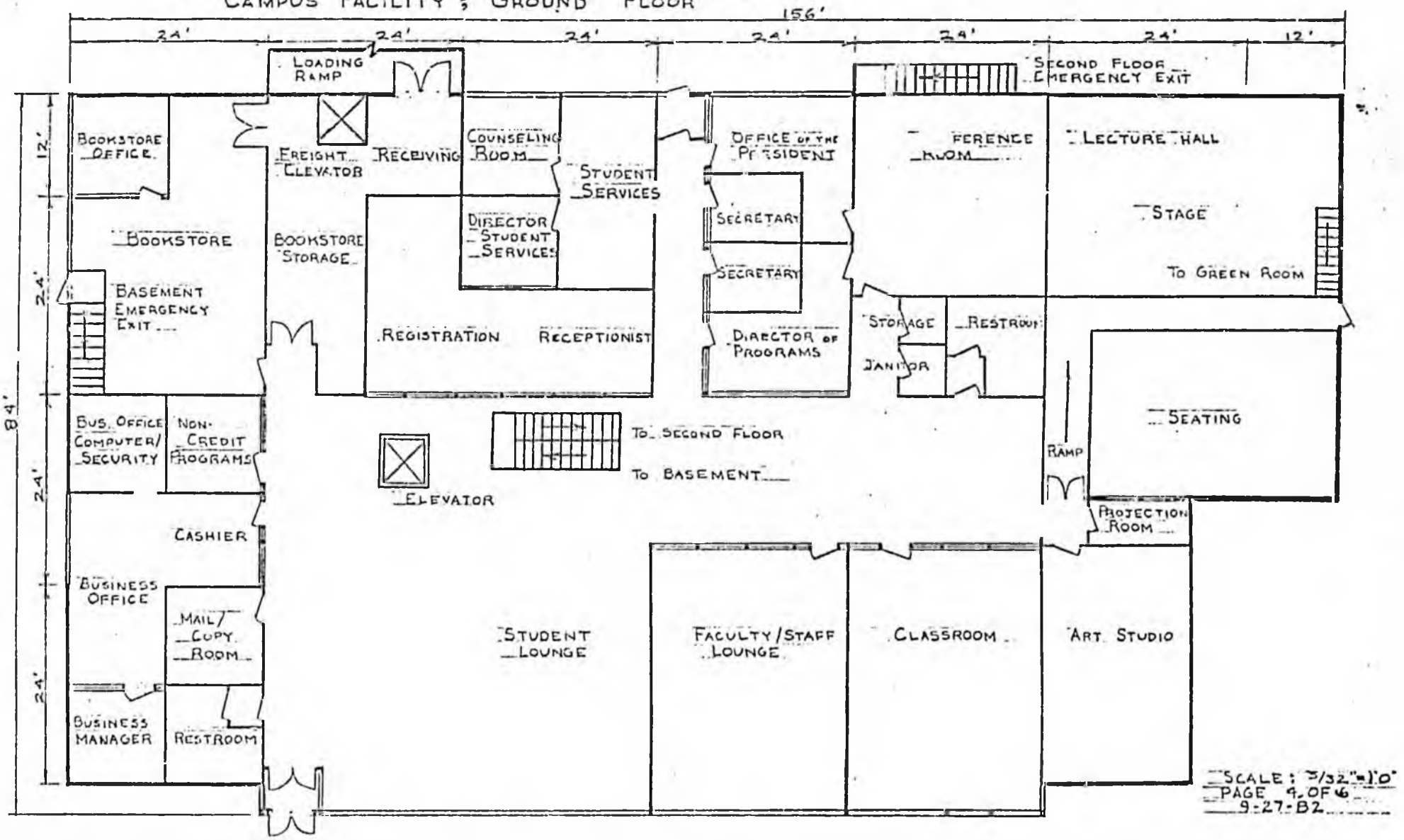
2366 SHESS SB 454 - SB 467

2366

PRINCE WILLIAM SOUND COMMUNITY COLLEGE
CAMPUS FACILITY ; GROUND FLOOR



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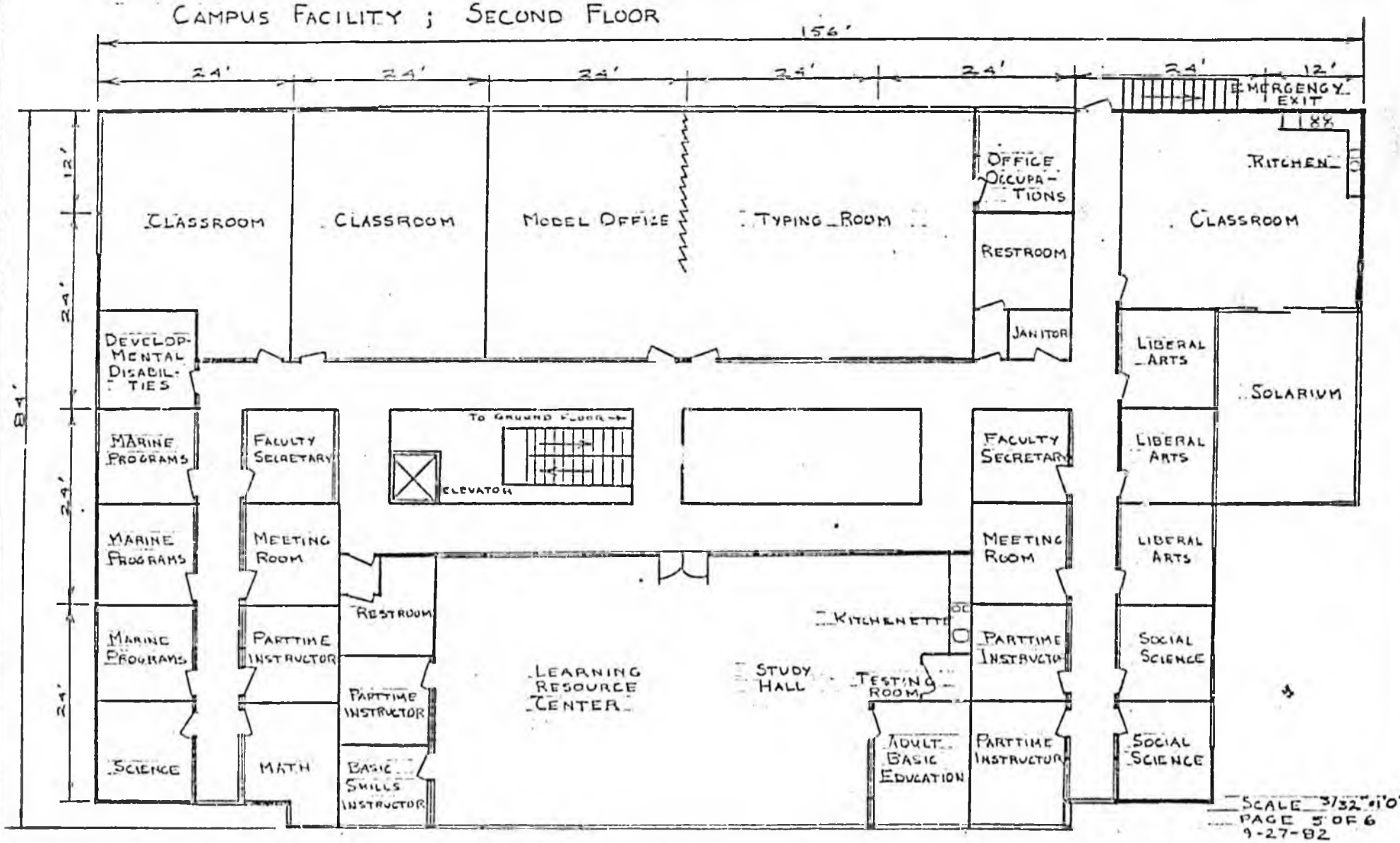
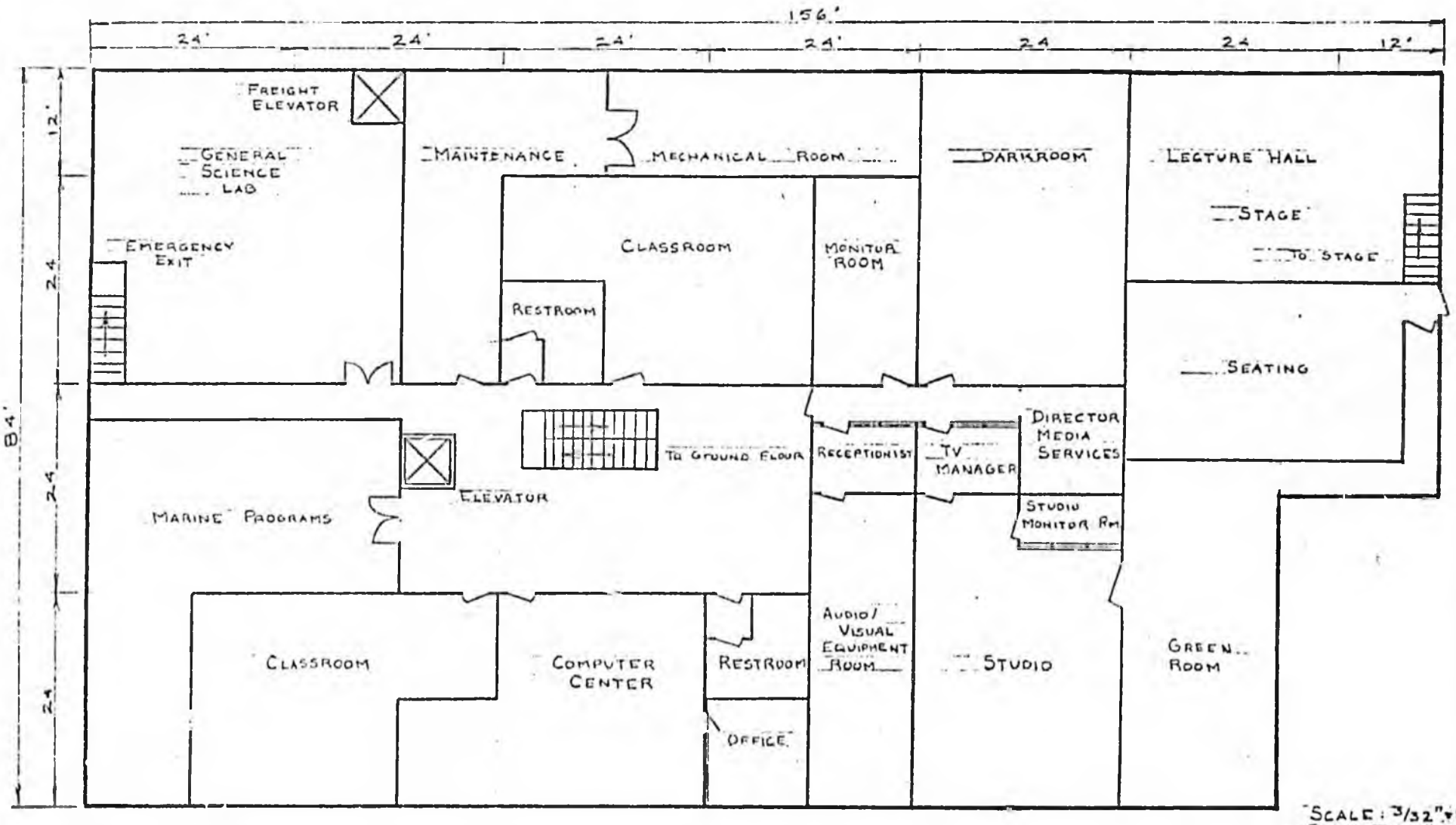
PAGE 4 OF 6
9-27-82

PRINCE WILLIAM SOUND COMMUNITY COLLEGE
CAMPUS FACILITY ; SECOND FLOOR



PRINCE WILLIAM SOUND COMMUNITY COLLEGE
CAMPUS FACILITY ; BASEMENT



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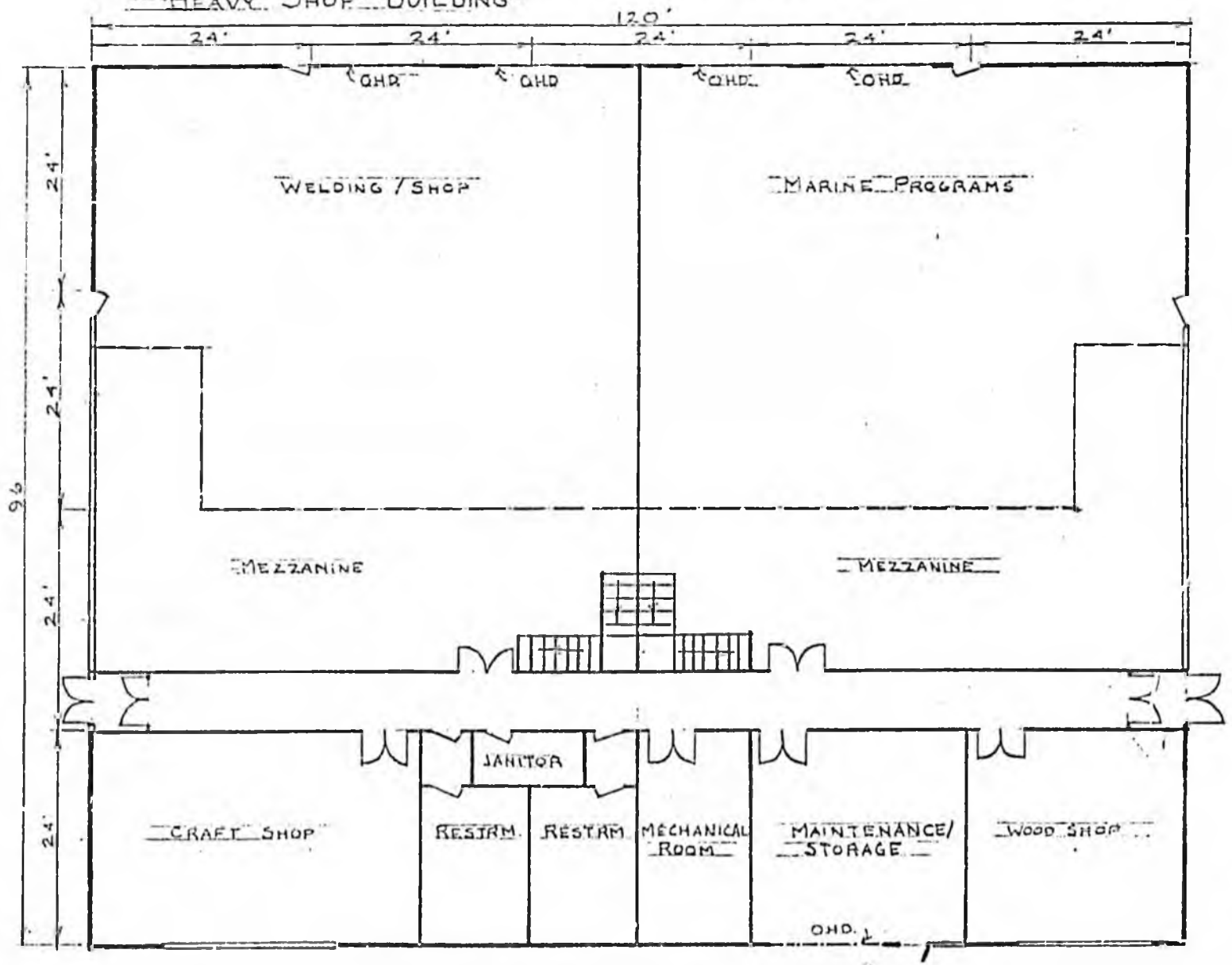
PAGE 3 OF 6
9-27-82

PRINCE WILLIAM SOUND COMMUNITY COLLEGE
HEAVY SHOP BUILDING



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PAGE 6 OF 6
9-27-82

SB

457

American Psychiatric Association

1700 Eighteenth Street, N.W., Washington, D.C. 20009 • Telephone: (202) 797-4900
Melvin Sabshin, M.D., Medical Director

Alaska Psychiatric Association
4001 Dale Street, Suite 101
Anchorage, Alaska 99508

February 28, 1984

Senator Josephson
Pouch V
Juneau, Alaska 99801

Dear Senator Josephson:

The Legislative Committee of the Alaska Psychiatric Association has reviewed Senate Bill 457. We are in support of the concept of this bill but we recommend some tightening of its provisions to be sure that the coverage relates directly to health services.

We recommend the following changes:

> Page 1, Line 28: Add "in an accredited hospital or licensed program."
>
> Page 2, Line 12: The entire definition should be "person suffering from a mental or nervous condition" means a person whose psychobiological processes are impaired severely enough to be diagnosed under the DSM-III, the Diagnostic and Statistical Manual of the American Psychiatric Assocation.
>
> Page 2, Line 21: Should read in its entirety "Provider means a licensed physician or psycholoigst; a mental health professional under the supervision of alicensed provider (1.); a mental health clinic funded under AS47.30: (the Community Mental Health Act) with consultation by a licensed provider (1.); or an accredited public hospital or licensed general hospital or psychiatric hospital."

We believe these changes should be repeated in be second portion of the Act pertaining to Section 21-54.025, Page 3, Line 25 - Page 4, Line 9 - Page 4, Line 18 to maintain consistency throughout the bill.

Sincerely,

Jerry L. Schrader, M.D.
Legislative Representative
Alaska Psychiatric Association

JLS/saw Enc.

Benefit law in Hawaii overruled

SAN FRANCISCO—Hawaii doesn't have the right to impose benefit requirements on employers, the U.S. Court of Appeals here has ruled.

In a major victory for the business community, the appeals court said the Employee Retirement Income Security Act pre-empts Hawaii's comprehensive health care law.

"ERISA shall supersede any and all state laws relating to employee benefit plans," the court ruled in Standard Oil Co. of California vs. Agsalud.

In 1974, shortly before ERISA was passed, Hawaii enacted a comprehensive health care law. That law requires:

- Employers to pay at least half of the group health insurance premium.
- Group plans to provide at least 120 days of hospital coverage.
- Employers to offer inpatient benefits for detoxification.

Standard Oil's plan, however, did not provide all the alcoholism benefits the state's regulations mandated. When Hawaii sought to enforce its law against the oil giant, Standard Oil took the case to federal court.

Hawaii argued that the states, not Congress, have the right to regulate private health care plans. It has been trying to get Congress to accept this position.

The appeals court noted Congress could have chosen to exempt all governmentally required insurance programs from ERISA coverage, but it didn't.

The ERISA Industry Committee, which represents the nation's 100 largest corporations on benefit issues, said the Standard Oil decision is a major victory for employers.

"This is a very significant case which should help to forestall future litigation in the pre-emption area," said George Pantos, ERIC counsel.

Employers with multistate operations say a hodgepodge of state requirements for benefits is costly to administer because businesses continually have to revamp their benefit plans to meet changing regulations.

But Rep. Cecil Heftel (D-Hawaii) says guaranteeing a certain level of employee benefits through state law overshadows the administrative burden state regulations may impose on corporations that have operations in many states. ■

POSITION PAPER/Department of Health & Social Services

POSITION PAPER

Senate Bill 457

"An Act relating to mental health insurance."

This bill would require insurance carriers to provide mental health coverage for all individual and group health insurance policies written in Alaska.

The Division of Mental Health and Developmental Disabilities supports the passage of Senate Bill 457 as it will provide additional sources of revenue for public and private mental health providers in Alaska. This is especially important for Alaska's community mental health centers who must contribute local match to be eligible to receive state grant funding. In order to generate this match, these centers must produce revenue. By requiring coverage, it will increase the resources upon which the centers may bill for their services.

From a technical standpoint, beginning on line 2, page 3, it should be pointed out that the Division of Mental Health and Developmental Disabilities does not have the authority to license community agencies.

Recommended by: Philip Shapiro MD

Philip Shapiro, Director
Division of Mental Health and
Developmental Disabilities

Date: 3/1/84

Approved by: Robert London Smith

Robert London Smith, Ph.D.
Commissioner

Date: 3/1/84

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date:

REQUEST
Bill/Resolution No.: SB 457
Title: An Act Relating to Mental Health Insurance
Sponsor: Faiks
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: Department of Health and Social Services
Program Category Affected: Division of Mental Health and Developmental Disabilities
BRU, Program or Subprogram(s) Affected:

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY	FY 89
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING		0	0	0	0	0
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL		0	0	0	0	0

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis

Prepared By: James L. Scoles
Division: Mental Health and Developmental Disabilities
Phone: 465-3370
Date: 2/27/84

Approved by Commissioner: Robert Loudon Smith, M.D.
Agency: Dept. of Health & Social Services
Date: 3/1/84

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

12/1/83

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date:

REQUEST
Bill/Resolution No.: SB 457
Title: "An Act relating to Mental Health Insurance"
Sponsor: Faiks
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: All State Agencies
Program Category Affected: Health Insurance
BRU, Program or Subprogram(s) Affected:

EXPENDITURES/REVENUES: (Thousands of Dollars)

Operating	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
100 Personal Svcs						
100 Rtmnt & Bnfts	-0-	531.4	584.6	643.0	707.3	778.0
200 Travel						
300 Contractual						
400 Supplies						
500 Equipment						
600 Land & Struct						
700 Grants, Claims						
700 TRS Match						
TOTAL OPERATING	-0-	531.4	584.6	643.0	707.3	778.0
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

General Fund		480.4	528.4	581.3	639.4	703.3
Federal Funds		24.4	26.9	29.5	32.5	35.7
Other		26.6	29.3	32.2	35.4	39.0
Total	-0-	531.4	584.6	643.0	707.3	778.0

POSITIONS: None

Full-Time						
Part-Time						
Temporary						

SOURCE OF FUNDS TO OFFSET IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis.

Prepared By: J.K. Humphreys J.K. Humphreys Phone: 465-4460
Division: Retirement & Benefits Date: 2-23-84

Approved by Commissioner: Lisa Rudd for Date: 3-1-84
Agency: Department of Administration

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

Senate Bill 457
Fiscal Note Analysis
Prepared by the Division of Retirement & Benefits
Department of Administration

February 23, 1984

IV Analysis: This bill would require increased limits of coverage for mental, emotional, or nervous disorders under the State's group health plans for active employees of the State and for all retirees. The estimated cost to the State shown on the attached fiscal note is in addition to the estimated cost of $63,000 to other employers participating in the State's group health plans.

Position Paper

SB 457

The Department of Administration opposes this bill. No apparent public purpose is served by requiring employers to include this coverage in their group policies. Such a requirement undercuts efforts to contain costs of health care and restricts freedom to bargain and design coherent benefit plans.

J.K. Humphreys, Director, Division of Retirement & Benefits — Date 2/27/84

Lisa Rudd, Commissioner, Department of Administration — Date 3-1-84

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date:

REQUEST
Bill/Resolution No.: SB 457
Title: Mental Health Insurance

Sponsor: Senator Faiks
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: Commerce & Economic Development
Program Category Affected: Public Protection
BRU, Program or Subprogram(s) Affected: Division of Insurance

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis

Prepared By: Kenneth C. Moore, Director Phone: 465-2515
Division: Division of Insurance Date:

Approved by Commissioner: Richard A Lyon Date:
Agency: Commerce and Economic Development

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

12/1/83

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date:

REQUEST
Bill/Resolution No.: SB 457
Title: Mental Health Insurance

Sponsor: Senator Faiks
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: Commerce & Economic Development
Program Category Affected: Public Protection
BRU, Program or Subprogram(s) Affected: Division of Insurance

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for analysis

Prepared By: Kenneth C. Moore, Director Phone: 465-2515
Division: Division of Insurance Date:

Approved by Commissioner: Richard A. Lyon Date:
Agency: Commerce and Economic Development

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

12/1/83

Division of Insurance

Testimony on SB 457

SB 457 will mandate specific levels of mental health insurance that must be included in every health insurance policy issued or delivered in Alaska. The proposed benefit is fairly substantial. The mandate does not extend to self insurers or to contracts issued by hospital service corporations such as Blue Cross. Presently there are no coverage mandates for health insurance in the insurance code.

The Division of Insurance is not in favor of this legislation and has expressed the same sentiment on other bills mandating specific insurance coverage. The reasons for this view are:

1. This bill conflicts with Federal Law, specifically ERISA and NLRA. These Acts contain preemptions relating to plans which are established pursuant to a collective bargaining agreement. In a recent case, the U. S. District Court for the Eastern District of Michigan decided that a mandate in Michigan state law was preempted, virtually equally, by the two laws. The case is Michigan United Food & Commercial Workers Unions and Food Employers Health & Welfare Fund v. Baerwaldt (Civil Action No. 82-73821);

2. This bill would require coverage on unrelated policies such as individual disability policies, accidental death & dismemberment insurance policies and dread disease insurance policies. These kinds of policies are usually sought by individual purchasers seeking specific areas or kinds of coverage. These coverages are voluntary choices which should be preserved. The mandate of a base line of coverage which will often bear no relation to the voluntarily purchased coverage will likely destroy that market;

3. If a mental health benefit is an economically insurable hazard, and there is sufficient demand for it, a sufficient number of companies will make it available. In short, if it is economic and the demand is there, competition will assure that the coverage is there;

4. Insurance companies have varying economic abilities and underwriting skills or expertise. Some benefits and coverages are beyond the ability of an insurer to handle on an economic basis. Some require expertise not present in all insurers. This is particularly true of the small to medium size insurer. These companies would either be forced out of the market or have to go to the expense of developing expertise not now existent. This is all unnecessary since that to the degree that public demand exists, the public will gravitate to those markets offering the coverage desired, but leave a role for the smaller insurer;

5. Each element of coverage in both individual and group policies has a cost impact. The purchaser has limitations on the dollars he has available for health insurance coverage. This is particularly true of the individual who is unemployed or economically disadvantaged. A mandate of a particular coverage has the effect of reducing other coverages on a policy where the mandated coverage is not already provided or is provided in a more limited form. If the mandated coverage is not economic, it could end up being the only coverage in a policy, in which case it would probably not be purchased;

6. Mandated coverage generally has a favorable impact on particular interests but at the expense of other health care provision and providers. The absence of

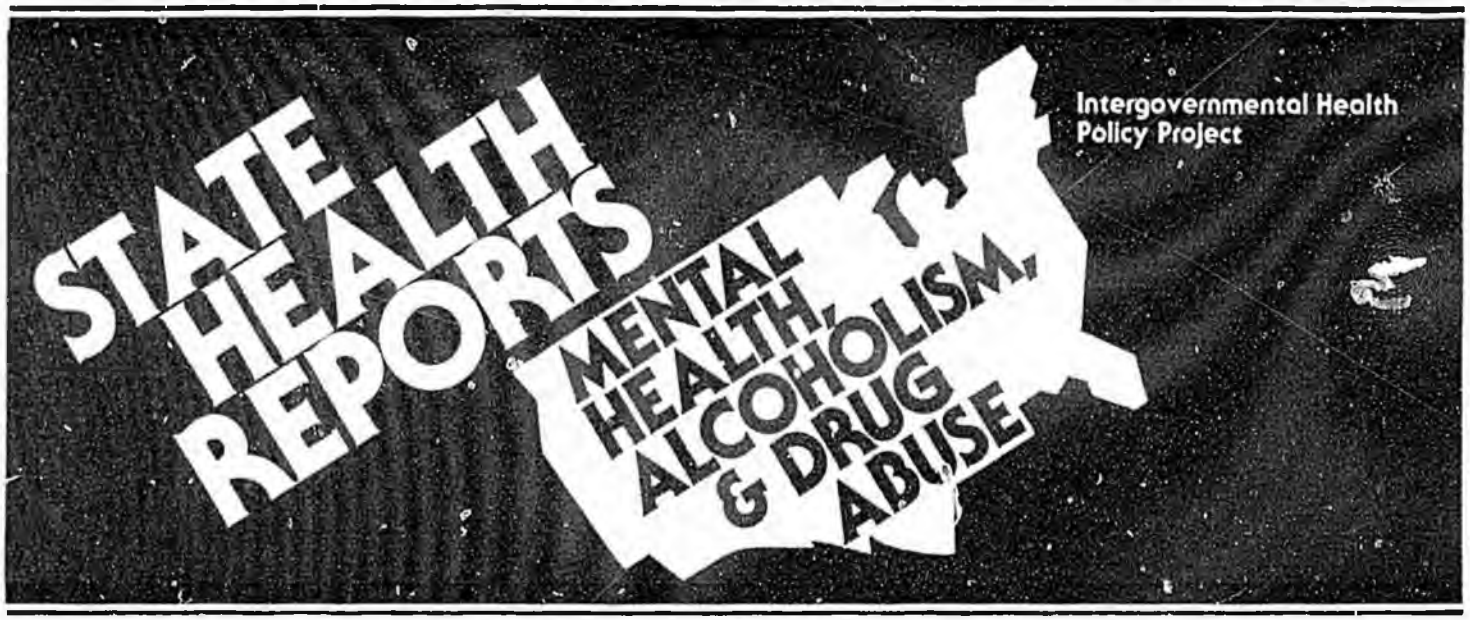
a coverage mandate tends to allow the public to establish and maintain the kind of balance it desires in that field; and,

7. The definition of provider in the bill includes persons not licensed by the state. This creates a situation that impacts the insurers ability to control costs.

The Division of Insurance has in the past supported legislation addressing health insurance from the anti-discrimination viewpoint. We review mandate legislation to see if there is a form of discrimination to be addressed. In the bill at hand we have not identified a discrimination issue. Our position is that it is appropriate for the insured and the insurer to establish the kind and level of insurance coverage. Once that choice has been made, it is appropriate for the legislature and the state to prohibit discrimination within that framework. This approach was used as recently as last year with passage of SCSHB 403 (HESS). That bill added AS 21.36.090(d) which basically provides that once the benefit is established, any provider who can perform the particular service within the scope of his or her license, can do so under the policy.

There are three other sections of the Alaska Insurance Code that have been added in the same vein. AS 21.42.345, adopted in 1975, provides that if coverage is provided for family members, the new born child is covered to the same extent from the moment of birth. AS 21.42.355, adopted in 1981, provides that if coverage is provided for pregnancy, childbirth and the period after childbirth, then the advanced nurse practitioner nurse midwife is able to bill and receive payment for services covered under the policy. AS 21.89.040, adopted in 1976, provides that a policy providing coverages for services within the scope of practice of an optometrist shall provide them if the service is performed by an optometrist.

We urge that this bill be held without action.



In This Issue: Mandated Insurance Benefits • Drunk Driving • Reports and Publications • Highlights • No. 7, March 1984

Mandated Insurance Benefits

During the current legislative sessions, at least 14 states have introduced legislation affecting private health insurance coverage of mental illness, alcoholism, and drug abuse.

Three states (**ALASKA**, **INDIANA**, and **MISSOURI**) are currently considering legislation that would mandate, for the first time, coverage for mental illness treatment. All three bills outline packages of minimum mental health benefits under certain health insurance contracts. **ALASKA's** S 457 requires disability insurance policies to provide the following minimum benefits: 1) 60 days of inpatient care per policy year; 2) 120 days per policy year of day treatment services (60 days of which may be traded on a 2-for-1 basis for 30 days of inpatient benefits); and 3) 40 visits per policy year of outpatient services. **INDIANA's** H 1307/S 172 require all accident and sickness insurance policies providing hospitalization or medical benefits to provide coverage for mental or nervous conditions that is equivalent to coverage provided in the policy for any other illness. The legislation establishes the following minimum benefits: 1) 60 days of inpatient care per policy year; 2) 24 visits of outpatient care per policy year (subject to certain conditions; 3) 120 days of partial hospital services per policy year; and 4) 120 days of benefits for residential treatment per policy year. A similar measure in **MISSOURI** (H 1479) would mandate coverage for mental illness in all individual and group insurance plans, and all prepaid health maintenance plans. The proposal would mandate that coverage must be equivalent to coverage for any other illness, and sets minimum requirements similar to those in **ALASKA** and **INDIANA**—60 days of inpatient care, 120 days of day program services, and 40 visits of outpatient services per policy year.

WEST VIRGINIA's H 1829 modifies existing mental health legislation by mandating equitable mental health benefits standards for individual and group health expense policies. The bill further provides that employers shall ensure that group health expense insurance policies comply with these mental health benefits standards.

Legislators in **GEORGIA** are considering a measure (SB 259) which would limit coverage under individual policies to a maximum of 30 days per policy year for inpatient care, and 8 visits per policy year for outpatient care. Coverage under group policies would be limited to a maximum of 60 days per policy year for inpatient care, and 50 visits per policy year for outpatient treatment.

Other proposals that are being discussed include **CALIFORNIA's** A 3748, which would require group policies that cover hospital, medical, or surgical expenses to offer coverage of community residential treatment services for persons with psychiatric disabilities. **OKLAHOMA** is considering legislation (SB 484) that would mandate, for the first time, health insurance benefits for the treatment of mental illness. **NEW YORK's** A 6648 would require group policies that cover inpatient hospital care to also provide coverage for the diagnosis, evaluation, and crisis intervention of mental and emo-

tional disorders on an outpatient basis. **CALIFORNIA's** S 2160 would extend insurance coverage for the costs of mental illness to include treatment provided in a psychiatric health facility.

Three states (**IOWA, OKLAHOMA** and **PENNSYLVANIA**) are considering legislation that would mandate, for the first time, private health insurance coverage for the treatment of alcoholism and drug dependency. **IOWA's** SF 2013 requires that individual and group policies of accident and health insurance provide coverage on substantially the same basis as other health care coverages. However, the policies may include specified limitations on total and annual outpatient, residential, and inpatient coverages.

OKLAHOMA's SB 484 also requires that coverage for alcoholism and drug dependency be on the same basis as other coverage when rendered in the following facilities: hospital, detoxification, residential, and outpatient programs that are licensed, certified and approved by the state.

PENNSYLVANIA's H 1901 requires all health or sickness or accident insurance policies, and all subscriber contracts or certificates providing hospital or medical/surgical coverage on a cost-incurred basis, to include those benefits for alcohol abuse and dependency on a cost-incurred basis. Coverage includes inpatient detoxification, nonhospital residential services for a minimum of 30 days a year, and outpatient alcohol services for at least 30 full session visits or equivalent partial visits a year.

NEBRASKA's LB 842 would require that alcoholism coverage consist of primary and outpatient treatment and outpatient programs for at least 90 days per benefit period, with at least two of these periods available during the lifetime of the policy.

MARYLAND is considering a proposal that would expand insurance coverage for the costs of alcoholism to include partial hospitalization facilities approved by the Joint Commission on Accreditation of Hospitals. Another measure (H 1218) being discussed in the **MARYLAND** legislature would extend minimum benefits levels for the treatment of alcoholism to 60 outpatient visits and to $2,000 during any calendar year. Current law sets minimum benefits at 30 outpatient visits and $1,000 during any calendar year.

MISSISSIPPI is considering a proposal (S 2647) that would modify existing drug services requirements. S 2647 would eliminate the maximum coverage limit imposed by previous law, and require benefits for the care and treatment of drug abuse to be provided on the same basis as other benefits.

A bill in **MASSACHUSETTS** (H 4761) would extend outpatient alcoholism benefits to $3,000 over a 12-month period.

Legislation which mandates direct insurance reimbursement to mental health professionals, the so-called "freedom-of-choice" concept, is being discussed in several states. A measure (H 1786) in **MASSACHUSETTS** would provide direct reimbursement for services performed by certified clinical specialists in psychiatric and mental health nursing. **ALABAMA's** H 153 would require all insurance policies that include mental health services to provide reimbursement for services rendered by a duly qualified counselor of the state.

Drunk Driving

Thirty-five states have drunk driving legislation pending but it is expected that fewer laws will be enacted this year than in the recent past. Most of the current proposals are aimed at fine-tuning specific aspects of the existing laws. This is an apparent reflection of the legislators' views that major 1981-83 revisions should be allowed an opportunity to demonstrate their effectiveness.

One issue that has seen increased activity is drinking age and other youthful offender legislation. **NEBRASKA** and **SOUTH DAKOTA** are the first states to raise their drinking age in 1984. **NEBRASKA's** LB 56, sponsored by the speaker, passed with relative ease. It raises the drinking age from 20 to 21 effective January 1, 1985. The **SOUTH DAKOTA** law raises the age for purchase of low-powered beer from 18 to 19; purchase of all other alcohol in the state is pegged at 21 years. A tougher bill, raising the age from 18 to 21, failed in the Senate Judiciary Committee. Fifteen other states (**ALABAMA, COLORADO, CONNECTICUT, FLORIDA, GEORGIA, HAWAII, IOWA, KANSAS, MAINE, MISSISSIPPI, RHODE ISLAND, TENNESSEE, VERMONT, VIRGINIA,** and **WEST VIRGINIA**) also have drinking age bills pending, but many are expected to face tough fights. The governors of **IOWA** and **VERMONT** are

on record as opposed to such measures. **VERMONT's** Governor Snelling, serving his last term, has vetoed such bills in the past. In contrast, prospects are much brighter in **MAINE, WEST VIRGINIA** and **RHODE ISLAND,** where all three governors have publicly indicated their support. **NEW YORK's** Governor Cuomo has also indicated strong support for raising the drinking age to 21, and legislation is expected to follow.

Thirteen states have proposed other types of youth offender legislation. These bills mandate either lower blood alcohol content levels as proof of intoxication in minors, stiffer license suspension penalties for violations of existing alcohol-related offenses, or some combination of the two. Related legislation, which would allow alcohol vendors to require signed affidavits if the age of the purchaser is in doubt, has been introduced in **NEW YORK.** In **RHODE ISLAND,** stiffer penalties for underage possession are being considered.

Other issues that are moving include open container restrictions and prohibitions against drinking while driving. Bills on these topics have passed one or more houses in four states (**COLORADO, NEW MEXICO, SOUTH CAROLINA,** and **WASHINGTON**). Several states have proposed additional assessments against the DWI violators to fund counter-measures programs; **CALIFORNIA, OKLAHOMA,** and **NEW JERSEY** report progress in this area.

Six states report passage, in at least one house, of bills strengthening existing penalties. In **VIRGINIA** a senate-passed .10 per se bill and a house-passed, governor-supported .15 per se bill are due to be decided soon. A major overhaul of **KENTUCKY's** drunk driving laws has passed one house. The **KENTUCKY** legislature meets biannually, which partially accounts for the delayed revision of the current law. The **NEW MEXICO** legislature has sent a bill to Governor Anaya that would, among other provisions, make **NEW MEXICO** the 42nd state to adopt an illegal per se statute.

Progress certainly has been made since 1980. As of March, 13 states had been notified of their eligibility to receive Section 408 incentive funds from last year's Howard-Barnes drunk driving law. **ARIZONA** and **NEW JERSEY** received their notifications in March. According to the newly-formed National Commission Against Drunk Driving, 23 states now authorize use of preliminary roadside testing, whereas only 13 did in 1981. Nineteen states now have administrative per se license suspension laws. A year ago only six states did. Seventeen states, including **SOUTH DAKOTA** and **NEBRASKA** have raised their drinking age since 1980. In six of those states, the age was raised to 21.

[This article appeared in the National Safety Council's March 5, 1984, *POLICY UPDATE*, "Drunk Driving Legislation," and is reprinted here with their permission. Copies of the full report, with a state-by-state analysis, are available from the National Safety Council, Office of Federal Affairs, 1705 DeSales Street, N.W., Washington, DC 20036, (202) 293-2270.]

Reports and Publications

Patients' Rights

According to the results of a recent study funded by the Ohio Department of Mental Health, Office of Program Evaluation, 44 states and the District of Columbia recognize a "qualified right to refuse medication." Of those states, 25 extend this right to all adult psychiatric patients being treated in state mental institutions. A patient has the "qualified right" only if it is established that he or she does not present a special condition such as incompetency or dangerousness. However, the hospital staff may override the refusal and force the patient to take medication if the patient manifests a special condition. The report indicates that an "emergency" serves as justifiable grounds for overriding medication refusals. In fact, 45 states have established procedures to override a patient's refusal of medication in emergency situations. However, only 30 states have procedures to override refusals in nonemergency situations.

According to the survey results, six states (**ALABAMA, ALASKA, OHIO, PENNSYLVANIA, SOUTH CAROLINA,** and **WYOMING**) do not recognize the patient's right to refuse medication. The 25 states where all patients may refuse medication are **FLORIDA, HAWAII, ILLINOIS, IOWA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MINNESOTA, MONTANA, NEBRASKA, NEW HAMPSHIRE, NEW JERSEY, NEW MEX-**

ICO, NEW YORK, NORTH CAROLINA, OKLAHOMA, OREGON, RHODE ISLAND, SOUTH DAKOTA, TENNESSEE, TEXAS, VERMONT, VIRGINIA, and WISCONSIN.

Nine states (ARKANSAS, CALIFORNIA, CONNECTICUT, KANSAS, LOUISIANA, MICHIGAN, MISSOURI, UTAH, and WEST VIRGINIA) recognize refusal rights for voluntary/competent patients, while voluntary/involuntary competent patients may refuse medication in ten states and the DISTRICT OF COLUMBIA (ARIZONA, COLORADO, DELAWARE, GEORGIA, IDAHO, MISSISSIPPI, NEVADA, NORTH DAKOTA, SOUTH DAKOTA, and WASHINGTON). The only state to recognize the rights of voluntary/competent/incompetent patients to refuse medication is INDIANA.

Data for this survey were collected from all 50 states and the District of Columbia. Results of the survey appear in "Psychiatric Patients' Right to Refuse Psychotropic Medication: A National Survey," published in the *Mental Disability Law Reporter*, Volume 7, Number 6, November-December 1983.

Highlights

• **CALIFORNIA's** legislature is considering several bills that could significantly affect the state's mental health system. AB 2381 replaces the current system of financing and standard-setting for local mental health services with a system of local program grants. The bill would require each county to establish a community mental health service and to meet minimum standards for a state grant made available in the Budget Act. AB 3921 proposes to mandate the transfer of state-funded mental health social services programs to local mental health programs and would also appropriate state funds to local programs for these purposes. SB 1012 specifies an allocation method, based on the mental health need and population size, for funds distributed by the State Department of Mental Health to the local programs. SB 1984 and SB 1985 suggest changes to the disposition of persons found not guilty by reason of insanity.

• **OKLAHOMA** is considering a bill (HB 1760) that would require the Commissioner of Mental Health to establish a program of comprehensive inpatient and outpatient mental health care and treatment for deaf and hearing impared individuals and their families.

• A measure (S 585) being considered in **MASSACHUSETTS** would require all state mental hospitals to establish and maintain outpatient day hospitals for discharged patients for at least six months.

• According to officials at the Social Security Administration (SSA), 12 states have placed moratoriums on disability benefits terminations and nine states are processing benefits determinations using a court-ordered medical improvement standard. **MASSACHUSETTS, ALABAMA, ILLINOIS, OHIO, MICHIGAN, ARKANSAS,** and **IDAHO** are under their governor's executive order to discontinue all benefits terminations; **NEW YORK** and **MASSACHUSETTS** are under orders from their respective state agencies responsible for disability determinations; and **MARYLAND, COLORADO** and **WEST VIRGINIA** have discontinued processing terminations until pending litigation has been resolved. States comprising the 9th Circuit (**WASHINGTON, ALASKA, IDAHO, OREGON, MONTANA, CALIFORNIA, ARIZONA, NEVADA,** and **HAWAII**) are using a court-ordered medical improvement standard to determine whether or not disability benefits should be terminated.

STATE HEALTH REPORTS ON MENTAL HEALTH ALCOHOLISM AND DRUG ABUSE

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Dick Merritt, Editorial Director
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State Health Reports on Mental Health, Alcoholism and Drug Abuse is published several times a year with grant support from the Office of Research and Demonstrations, Health Care Financing Administration (HCFA Grant 18-P-98148/3), with specific funds provided by the Office of Policy Development, Planning & Evaluation, National Institute of Mental Health (Alcohol, Drug Abuse and Mental Health Administration).

SECTIONAL ANALYSIS OF SB 457 - AN ACT RELATING TO MENTAL HEALTH INSURANCE by Senator Fails.

SECTION 1

Amends AS 21.51 (Disability Insurance Policies). (a) requiring coverage for mental, emotional or nervous disorders the minimum of:

60 days of active inpatient care per year.

120 days of day treatment per year; 60 days of which may be traded for 30 days of inpatient care.

outpatient services of 40 visits per year.

(b) provides for reasonable charges to be reimbursed at a minimum of 80% of usual, customary and reasonable charges.

(c) provides definitions for the sections (a) and (b)

SECTION 2

Amends AS 21.54 (Group and Blanket Disability Insurance.

The provisions of this section are identical to those in Section 1.

SUBSTITUTE HOUSE BILL NO. 1179

State of Washington 48th Legislature 1984 Regular Session

by Committee on Social & Health Services (originally sponsored by Representatives Kreidler, Dellwo, Lewis, Stratton, Ballard, Fiske, B. Williams and West)

Read first time January 12, 1984.

AN ACT Relating to mandated benefits; and adding new sections to chapter 48.42 RCW.

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

NEW SECTION. Sec. 1. The legislature takes notice of the increasing number of proposals for the mandating of certain health coverages or offering of health coverages by insurance carriers, health care service contractors, and health maintenance organizations as a component of individual or group policies. Improved access to these health care services to segments of the population which desire them can provide beneficial social and health consequences which may be in the public interest.

However, the cost ramifications of expanding health coverages is resulting in a growing concern. The way that such coverages are structured and the steps taken to create incentives to provide cost-effective services or to take advantage of cost off-setting features of services can significantly influence the cost impact of mandating particular coverages.

The merits of a particular coverage mandate must be balanced against a variety of consequences which may go far beyond the immediate impact upon the cost of insurance coverage. The legislature hereby finds and declares that a systematic review of proposed mandated or mandatorily offered health coverage, which explores all the ramifications of such proposed legislation, will assist the legislature in determining whether mandating a particular coverage or offering is in the public interest. This chapter provides for a set of guidelines which should be addressed in the consideration of all such mandated coverage proposals coming before the legislature.

NEW SECTION. Sec. 2. Every person or organization which seeks sponsorship of a legislative proposal which would mandate a health coverage or offering of a health coverage by an insurance carrier, health care service contractor, or health maintenance organization as a component of individual or group policies, shall submit a report to the legislative committees having jurisdiction, assessing both the social and financial impacts of such coverage, including the efficacy of the treatment or service proposed, according to the guidelines enumerated in section 3 of this act.

NEW SECTION. Sec. 3. Guidelines for assessing the impact of proposed mandated or mandatorily offered health coverage to the extent that information is available, shall include, but not be limited to, the following:

(1) The Social impact: (a) To what extent is the treatment or service generally utilized by a significant portion of the population? (b) To what extent is the insurance coverage already generally available? (c) If coverage is not generally available, to what extent does the lack of coverage result in persons avoiding necessary health care treatments? (d) If the coverage is not generally available, to what extent does the lack of coverage result in unreasonable financial hardship? (e) What is the level of public demand for the treatment or service? (f) What is the level of public demand for insurance coverage of treatment or service? (g) What is the level of interest of collective bargaining agents in negotiating privately for inclusion of this coverage in group contracts?

(2) The Financial impact: (a) To what extent will the coverage increase or decrease the cost of treatment or service? (b) To what extent will the coverage increase the appropriate use of the treatment or service? (c) To what extent will the mandated treatment or service be a substitute for more expensive treatment or service? (d) To what extent will the coverage increase or decrease the administrative expenses of insurance companies and the premium and administrative expenses of policyholders? (e) What will be the impact of this coverage on the total cost of health care?

~~NEW SECTION. Sec. 4. Sections 1 through 4 of this act are each~~

March 2

Vic, Pappy, Joe, Rick

SB 457 - M.H. Insurance

Jan Fails
family history of mother in mental illness.
thought insurance would be fair and equitable and bring M.H. issues to front.
upfront ins. costs expensive but decreases after 3 years.

Moss what will this do to cost of premiums to employer?

Div. of Insurance will speak to this. to high initially and may cause problems for small businesses.

Ann Koch - Div. of Insurance
testimony in writing — opposes
(1) pre emption of fed. law - ERISA and Nat'l Labor Rel. Act. - if collective bargaining involved, state may not pre-empt. If exempted, would only cover non-union employees.
Hawaii - Michigan → Fed. court upheld employer.
(2) affects individual & group policies. fed. policies work around narrow limits.

Joe could you allow waiver (written by purchaser) for policies?

Rick require that anyone offering insurance in state, must offer MH insurance

Koch small companies may not be able to do that

In this state, "disability" insurance includes all kinds of health insurance.

Joe — Utilization of MH delivery system – Effects? More demand or providers?

Koch – feels it would reach medication and drug abuse issues because of broad definitions.

Rick — what do we mandate for health ins?

Koch – no mandates of coverage. Group policies have options listed. Last yr. chiropractic coverage was an issue. – look at issue to see if there is discrimination.

Mike Coughlin – Ret. & Benefits.
State coverage – inpatient only. (90%)
out pt. in fiscal rate – lifetime benefit limited to $2,500. (50%)

~~Koch~~

Joe — mandatory offering of M.H. insurance would be good.

Koch – go for a lesser benefit if that is due.

Martin Tirador – Blue Cross
damages Elements of cost containment by mandating broad benefits for M.H. coverage.
definitions too vague & general.

- anticipates cost inc between 2-25%.
broad class of people to do counseling — and what happens if there are no providers in area? Must transportation be paid?

Massachusetts stats. prove increased utilization.

BlueCross has a no. of packages. No employer has asked for a change in ins. package. don't move bill.

Joe such a stigmatizing matter - employer would probably not bring it up. also, fiscal note does not take into account cost of not receiving care — substance abuse, battering, child abuse etc.

<u>Natalie Cottstein</u> - MH Assoc.

material to pass out, including a draft CS w/ more acceptable changes.

material presented to US Congress, speaks to cost savings from MH coverage for Fed Emp. In a 3 yr. period, dramatic decrease in <u>other</u> health care costs.

Concerned that state consider effects of MH coverage for Alaskans.

1 in 7 will need MH services; 1 in 3 families will be affected.

<u>Mike Coughlin</u> - Ret Benefits

all inpat. care covered 80%

<u>Steve Silver</u> - Am Ass Assoc.

approval to mandatory coverage. Costly and burdensome — Remain Voluntary
concerned w/ small employers → may stop all ins. coverage.
Fed. court decisions prevent application to any coverage affected by collective bargaining
Fed. proposal to tax health care coverage over a certain minimum.

Joe — Study MH Assoc materials / draft CS
Administ. — consider materials
Div of Ins. — see CS — comment

STATE OF ALASKA

DEPARTMENT OF ADMINISTRATION
DIVISION OF RETIREMENT & BENEFITS
POUCH CR
JUNEAU, ALASKA 99811

Public Employees' Retirement System
Teachers' Retirement System
Judicial Retirement System
Elected Public Officers Retirement System
National Guard Retirement System
Territorial Retirement System
Retirees' Voluntary Dental-Vision-Audio Plan
Supplemental Benefits System
Group Health/Life Insurance Benefits
Deferred Compensation Plan
Public Employers Social Security Contributions

Bill Sheffield, Governor

(907) 465-4460

March 23, 1984

Honorable Joe Josephson
Alaska State Legislature
Pouch V
Juneau, AK 99811

RE: SB 457

Dear Senator Josephson:

In the hearing before the Senate Health, Education & Social Services Committee on SB 457, you asked me to provide comments on materials presented to you by Ms. Natalie Gottstein of the Alaska Mental Health Association during her testimony. The material was reviewed by and discussed with our consultant, William M. Mercer, Inc.

Much of the literature presented by Ms. Gottstein suggests that a large proportion of the population has diagnosable mental disorders and that a significant number of these persons are not receiving adequate medical treatment. It is argued that if these disorders are appropriately treated, then apart from a healthy population, several other benefits can be reaped. It is claimed that these benefits include increases in productivity, reduction in absenteeism, reduction in medical expenses, and avoidance of catastrophic expenses by individuals suffering from mental illness.

While the extent of the benefits from mental health coverage claimed in this literature is not conclusively demonstrated, the evidence does support the contention that appropriate and cost effective care rendered to treatable patients yields dividends on both social and economic fronts. All these factors argue for a need to do something in this area, but we question whether the uniformly high standards that SB 457 would impose on the entire market are appropriate.

The current health insurance coverage provided to state employees offers benefits of 50% of eligible physician's expenses up to a maximum of $2,500 each year. If confined to a hospital the benefits are 90% of eligible expenses. Since health coverage is a collectively bargained item, we think it is appropriate that any increases in the coverage come from that arena. This subject has not been discussed at the bargaining table but union representatives apparently have not felt strongly that increased coverage was necessary for their members.

The actual cost effectiveness of increased mental health care services for state employees is not clear. SB 457 would mandate a level of benefits and leave few means to the state to control questionable use of mental health services. Also, by raising the cost of our health plan even further, the bill could lead to a reduction in benefits in unregulated non-mental health areas in an attempt to contain overall health care costs. Rather than restricting the delivery of mental health care by high cost professionals and facilities, many employers including the State of Alaska are considering programs such as employee assistance programs which utilize social workers in cases of minor emotional and nervous disorders. This screening approach towards mental health care in conjunction with negotiated contracts involving discount rates with providers could assist in meeting whatever need exists in a cost effective and efficient manner.

In closing, it is our feeling that the current level of mental health coverage for state employees is adequate. If a need for greater access to mental health care does exist, there are other, more flexible means of providing this coverage rather than legislating a level of coverage in the state's group policy. The bill does not focus on those patients most in need--the uninsured and would add to the costs of already burdened purchasers of health insurance.

I hope this information will assist the committee in their discussion of SB 457. Please contact us if we can furnish any other information.

Sincerely,

Michael B. Coughlin

Michael B. Coughlin
Deputy Director

MBC/mm
cc: Eleanor Andrews
Rebecca Burch
Ken Humphreys

An Act Relating To Equitable
Mental Health Insurance And Benefits Coverage

BE IT ENACTED BY THE STATE OF ALASKA as follows:

(a) All individual and group accident, hospitalization and sickness insurance policies and employee benefit plans for residents of Alaska or delivered, issued for delivery, renewed or used in Alaska providing coverage on an expense incurred basis and individual and group service or indemnity type contracts or plans which provide coverage for a family member of the insured and the subscriber shall provide coverage for treatment for mental, emotional and nervous disorders by a Provider at least equal to the following minimum requirements:

1. Benefits for inpatient care for a person suffering from a mental or nervous condition shall be a minimum no less than 60 days of active care per policy year.

2. Benefits for day treatment or partial hospitalization services for a person suffering from a mental or nervous condition shall be provided for a minimum of 120 days per policy year. Of this amount, 60 days represents a basic coverage and an additional 60 days represents a possible 2 to 1 trade-off for 30 days from inpatient benefits.

3. Benefits for outpatient services for a person suffering from a mental or nervous condition shall be at a minimum:

a. Forty visits per policy year; and

b. The reasonable charges for these services shall be included as covered medical expenses, and benefits shall be payable at a minimum rate of 80% of usual, customary and reasonable charges in Alaska.

(b) 1. Definitions. For purposes of this section, unless the context otherwise indicates, the following terms have the following meanings:

A. "Day treatment services" and "Partial Hospitilization" includes pyschiatric, psychoeducational, physiological, psychological and psychosocial concepts, techniques and processes to maintain or develop functional skills of clients, provided to individuals and groups by a Provider for periods of more than 2 hours but less than 24 hours per day.

B. "Inpatient services" includes a range of psychiatric, physiological, psychological and other intervention concepts, techinques and processes in:

(i) a designated treatment facility as defined in AS 47.30.915(5), or

(ii) community mental health psychiatric inpatient unit, a general hospital psychiatric unit, a psychiatric hospital, or a public hospital licensed by the State of Alaska or accredited by the Joint Commission on Accreditation of Hospitals (JCAH),

to restore psychosocial functioning sufficient to allow maintenance and support of the patient in a less restrictive setting.

C. "Outpatient services" includes screening, evaluation, consultations, diagnosis and treatment involving use of pyschiatric, psychoeducation, physiological, psychological and psychosocial evaluative and interventive concepts, techiniques and processes provided to individuals and groups by a Provider.

D. "Persons suffering from a mental or nervous condition" means a person whose psychobiological processes are impaired severely enough to manifest problems in the areas of social, psychological or biological functioning. Such a person has a disorder of thought, mood, perception, orientation or memory which impairs judgment, behavior, capacity to recognize or ability to cope with the ordinary demands of life. The person manifests an impaired capacity to maintain acceptable levels of functioning in the areas of intellect, emotion or physical well-being, or both.

E. "Provider" means:

(i) a "mental health professional" or "designated treatment facility", or both, as those terms are defined in AS 47.70.915(11) and AS 47.70.915(4), respectively; or

(ii) a community mental health psychiatric unit, psychiatric hospital, general hospital psychiatric unit or public hospital licensed by the State of Alaska or accredited by the JCAH.

All agency or institutional Providers named in this paragraph shall assure that services are supervised by a psychiatrist or licensed psychologist.

SENATE HEALTH, EDUCATION AND SOCIAL SERVICES COMMITTEE

WITNESS REGISTER

BILL NUMBER SB 457 Mental Health Insurance DATE March 2, 1984

NAME	REPRESENTING	ADDRESS	PHONE NUMBER
DON KOCH	DIVISION OF INSURANCE	POUCH D JUNEAU	465-2577
M. TIRADOR	Blue Cross	608 DIXON JNU	586-3141
Natalie GOTTSTEIN	Ak Mental Health Coun	2611 Fairbanks CT, Anch	276-1705
Ken Humphreys	Dept. of Admin.	Pouch CR	5-4460
Michael Chaffin	"	"	"
Stan Silver	Am. Ins. Assoc		
	Health Ins. Assoc of America		

SB

463

Alaska State Legislature

Senate Committee on State Affairs

Vic Fischer, Chair • Pouch V
Juneau, Alaska 99811
(907) 465-4954

Official Business

MEMORANDUM

TO: Senator Joe Josephson, Chair
Senate HESS

FROM: Senator Vic Fischer

DATE: March 1, 1984

Attached is back-up material on SB 463, currently pending in the Senate HESS committee. I would appreciate it greatly if you could schedule this bill as soon as possible in order to assure its passage this year.

(And, as usual, thanks.)

POSITION PAPER/Department of Health & Social Services

POSITION PAPER

SENATE BILL NO. 463

For an Act entitled: "An Act relating to veterans exposed to radiation from above-ground nuclear weapons testing or to a biological or chemical agent, including Agent Orange."

This Bill requires that physicians or hospitals treating veterans who may have been exposed during their military service to radiation or to biological or chemical agents to submit a report, if the veteran so requests, to the Department which describes the veteran's symptoms, the diagnosis and the treatment prescribed. The Department is obligated to prepare and distribute a form and to compile the results of the reports filed and to report to the Legislature on the findings. In addition, the Department must include in its annual report current research findings regarding health effects of radiation exposure from above-ground nuclear testing and of biological and chemical exposures. The Department is also required, unless the Commissioner determines that such efforts would be duplicative, to develop a program to refer affected veterans to State and Federal agencies in order to assist them in filing appropriate claims. The Bill also authorizes the Department of Law to represent affected veterans as a class in order to obtain disclosure of information relating to exposure and for release of individual medical records.

The purpose of the Bill is presumably to assist the Legislature in determining the extent to which Alaska veterans attribute ill health to exposure to radiation or biological or chemical agents while on active duty and to assist veterans in pursuing possible redress for injury. Completeness of reporting will depend upon awareness on the part of the veteran of the existence of this information gathering effort and upon cooperation on the part of health care providers in submitting reports at the request of the veteran since no sanctions are mentioned for failure to report. It is difficult to predict how great a yield can be expected. A wide variety of illnesses have been attributed to chemical, biological and radiation exposure and a number of studies have been conducted or are in process nationally and internationally to determine causal relationships.

The Department has no objection to assisting in this information gathering as long as it is realized that the results will indicate only how the affected veterans associate their current health status with their possible active duty exposure to chemical or biological agents or radiation. The effort will probably add little to the scientific understanding of possible relationships.

POSITION PAPER/Department of Health & Social Services

The Department believes that the requirement for establishing a referral program in Section 18.17.060 should be deleted. It would only add another bureaucratic layer between the veteran and appropriate agencies.

Recommended by: E. S. Rabeau

E. S. Rabeau, M.D.
Director
Division of Public Health

Date: 2/24/84

Approved by: Robert London Smith

Robert London Smith, Ph.D.
Commissioner
Department of Health
and Social Services

Date: 2/28/84

STATE OF ALASKA 1984 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date , 1984

I. REQUEST
Bill/Resolution No.: SB 463
Title: "Veterans exposed to radiation from above-ground nuclear weapons testing"
Sponsor: V. Fischer
Requestor: Senate HESS
Date of Request: 2/23/84

II. FISCAL DETAIL
Agency Affected: Health & Social Servs.
Program Category Affected: Public Health
BRU, Program of Subprogram(s) Affected: Public Health Admin.

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 84	FY 85	FY 86	FY 87	FY 88	FY 89
OPERATING						
100 PERSONAL SERVICES		0				
200 TRAVEL		0				
300 CONTRACTUAL		9.0	4.8	4.8	4.8	4.8
400 SUPPLIES		0				
500 EQUIPMENT						
600 LANDS & STRUCTURES		0				
700 GRANTS, CLAIMS, ETC.		0				
800 MISCELLANEOUS		0				
TOTAL OPERATING		9.0	4.8	4.8	4.8	4.8
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND		9.0	4.8	4.8	4.8	4.8
FEDERAL FUNDS						
OTHER						
TOTAL		9.0	4.8	4.8	4.8	4.8

POSITIONS:

FULL-TIME		0	0	0	0	0
PART-TIME		0	0	0	0	0
TEMPORARY		0	0	0	0	0

SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

ANALYSIS: Attach a separate page for Analysis

Prepared By: Dean Tirador, M.D. Phone: 465-3090
Division: Public Health Date: 2/23/84

Approved by Commissioner: Robert London Smith, M.D. Date: 2/28/84
Agency: Dept. of Health & Social Services

Distribution (by Agency preparing fiscal note):
Legislativve Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)

12/1/83

Fiscal Note SB 463

ASSUMPTIONS

Design, printing and distribution of forms: 1.0 in first year and 0.3 thereafter.

Design, printing and distribution of informational materials for health care providers and veteran's organizations: 1.00 in first year and 0.5 thereafter.

Newspaper and radio announcements: 4.0 per year

Data analysis program: 3.0 in first year

Jtm + Vic

opinion

Anchorage Daily News

Winner, 1976 Pulitzer Prize Gold Medal for Public Service

Gerald E. Grilly
Publisher

Howard Weaver
Managing Editor

Steve Lindbeck, Editorial Page Editor

Katherine Fanning, Editor and Publisher 1971 to 1983
Lawrence Fanning, Editor and Publisher 1967 to 1971

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Senate should know it's time to help vets

The veterans benefits bill that the U.S House has just passed and the U.S. Senate will now have to consider is only a stop-gap measure. But it is the right stop-gap measure.

For years the Veterans Administration refused to acknowledge that Vietnam veterans exposed to Agent Orange, a chemical defoliant the U.S. sprayed extensively in Vietnam, had suffered any lasting health effects as a result of that exposure. Although Agent Orange spraying was halted during the war because of indications that it might be causing cancers and birth defects among the civilian population of Vietnam, the VA saw no reason to believe the chemical had had any such effect on American soldiers.

Congress finally forced the VA to conduct a study of the issue, but after several years it produced a report so inadequate that Congress turned the task over to researchers at the federal Center for Disease Control. That study will not be completed until 1987 at the earliest. Meanwhile the VA continues to deny war-injury compensation to veterans suffering even from the particular soft-tissue cancers and liver diseases that several outside studies by now have linked directly to the chemicals in Agent Orange.

The VA's record on this issue is shameful, and given that the delays in answering the key medical questions are entirely its fault, it makes no sense that the disabled veterans should be suffering the consequences. Thus, the House bill would require that — until the Center for Disease Control study is completed — the VA consider any Vietnam veteran suffering from the soft-tissue cancers, the liver diseases or the chloracne that have been strongly associated with Agent Orange exposure to be eligible for veterans' disability benefits. The Senate should have no qualms about agreeing to this measure and extending such interim relief to a group that certainly deserves it.

COMMITTEE ON VETERANS' AFFAIRS
335 CANNON H.O.B.
WASHINGTON, D.C. 20515
(202) 225-3527 FOR IMMEDIATE RELEASE

CONTACT: Jim Holley
(202) 225-3527

HOUSE PASSES
CONTROVERSIAL MEASURE

"There are more than 60 federally sponsored research efforts currently being conducted relating to Agent Orange. I would have preferred to have waited for more scientific information, but this is a burning issue with the Vietnam-era veteran, and I understand it."

Representative G. V. (Sonny) Montgomery (D-Miss.), Chairman of the House Committee on Veterans' Affairs, made his comments following debate in the House of Representatives on H.R. 1961, the Agent Orange and Atomic Veterans Relief Act. The measure cleared the House by voice vote on January 30.

Montgomery says he is "generally pleased" with the measure adding that "H.R. 1961, as amended, is clearly a compromise pending the final results of the C.D.C. study." According to Montgomery, some Members feel that such legislation should not be enacted until the near $100-million Agent Orange study now being conducted by the Centers for Disease Control in Atlanta is submitted to Congress sometime in 1988 or 1989.

The Agent Orange and Atomic Veterans Relief Act would provide a new disability (or death) allowance for veterans who served in Southeast Asia during the Vietnam-era and who later suffer from one of three conditions presumably related to exposure to herbicides: soft-tissue sarcoma; porphyria cutanea tarda (PCT), a liver condition; or chloracne, a skin condition. The soft-tissue sarcoma must be shown to exist within 20 years from the date of the veteran's departure from the Vietnam theatre. The other two conditions must have become manifest within one year from date of departure.

H.R. 1961 contains a sunset provision, terminating all benefits one year after the C.D.C. epidemiological study is completed. This is meant to allow the Congress to re-examine the issue once additional technical and scientific information is available.

Representative John Paul Hammerschmidt (R-Ark.), the Committee's Ranking Minority Member, said he felt "strongly that we ought to legislate very cautiously in a field of medicine that thus far is devoid of the scientific expertise that ought to be available before laws are passed by the Congress." Hammerschmidt expressed "serious reservations about providing compensation for diseases not yet scientifically linked to the dioxin known as Agent Orange."

occupation of Hiroshima or Nagasaki during World War II. Veterans who suffer from leukemia, polycythemia vera (a chronic bone marrow disease), or carcinoma of the thyroid within 20 years from the date of participation in the test or occupation would be eligible.

"I think that the proponents of this aspect of H.R. 1961 stand on a well-built platform of knowledge as compared to the one still under construction for Agent Orange," said Hammerschmidt. He added, however, that veterans presumably suffering from the effects of exposure to Agent Orange "are the very special charges of the Congress of the United States and we ought to resolve reasonable doubt in their favor as to the origin of their difficulties."

Representative Thomas A. Daschle (D-South Dakota), author and principal proponent of H.R. 1961 and a Member of the House Committee on Veterans' Affairs, said the measure is far from perfect, but termed it a "first step."

"It doesn't address the problems of offspring", said Daschle, who had also sought to include a provision for an advisory committee, independent of the Veterans Administration, to analyze all new and existing scientific evidence pertaining to dioxin exposure. "House approval will be a landmark decision," said Daschle during debate, "and an implicit acknowledgement that there are long-term health effects from exposure to the dioxin-contaminated defoliant, Agent Orange."

Representative Douglas Applegate (D-Ohio), Chairman of the Subcommittee on Compensation, Pension, and Insurance, said that "the highly complex medical questions presented by Agent Orange are so novel and unique that innovative approaches by the Congress are warranted... This is a reasonable and limited approach to a problem which will not go away."

The cost of the bill would be $4.7 million in Fiscal Year 1984, $4.9 million in Fiscal Year 1985, and $5.2 million in Fiscal Year 1986. Funds for Fiscal Year 1984 are included in the First Concurrent Budget Resolution adopted by the Congress.

"There have been few more serious and controversial issues to come before the Committee and the Congress," said Montgomery. "I believe we have addressed the matter head-on, and we are meeting our obligation to these veterans. My colleague, Mr. Daschle, said it best: 'We <u>are</u> listening.'"

# # #

February 1, 1984

House passes Agent Orange bill

DAILY NEWS 1/31/84

The Associated Press

WASHINGTON — The House on Monday took Congress' first, limited step toward compensating two generations of military veterans whose health problems are presumed linked to the herbicide Agent Orange in Vietnam and radioactivity from open-air atomic testing.

A compromise bill approved by voice vote and sent to the Senate would set up a compensation and death-benefit program for veterans diagnosed as suffering from a limited number of diseases until the federal Centers for Disease Control completes a study in 1987 or 1988 on the possible links between Agent Orange and later health problems.

For the Veterans Administration, the annual expenditure on the program — increasing slowly from $4.7 million this year to $5.4 million in fiscal 1988 — would be a tiny addition to an agency budget that now exceeds $25 billion a year.

But members of the House Veterans Affairs Committee, who had reported the bill out on a 30-0 vote last November, said it had an important symbolic value to former GIs who for years have battled the VA to compensate them.

While "this legislation, in my opinion, does not go far enough," it is a signal to veterans "that we are listening," said Rep. Tom Daschle, D-S.D., who served in Vietnam.

Rep. Marcy Kaptur, D-Ohio, said she also had mixed emotions about the bill — pleased that it was being brought to the floor, "but saddened it has taken so long."

Legislator proposes panel to analyze Agent Orange

Associated Press

Washington — The senior member of the House Veterans Affairs Committee recommended Friday that an international panel of scientists, excluding Americans and Vietnamese, study the effects of Agent Orange in "the living laboratory" — Vietnam.

Rep. Don Edwards, D-Calif., who visited Vietnam for the committee Dec. 30 through Jan. 5, said such a study could speed decisions for thousands of U.S. Vietnam veterans who claim the herbicide made them ill.

The Veterans Administration has so far refused to pay compensation to ex-servicemen whose claims were based solely on exposure to Agent Orange.

VA spokesman John Scholzen said the agency believes there is "no accepted medical evidence that Agent Orange has caused any of the various disabilities or diseases attributed to it."

Some 12 million gallons of the dioxin-laced herbicide were sprayed in an effort to strip away the jungle canopy that concealed communist troops during the Vietnam War.

Edwards, in an interview, said he visited Vietnamese hospitals where women suffered from uterine cancer and babies had birth defects. Hospital administrators claimed the women and the babies' mothers were exposed to Agent Orange, the congressman said.

But Edwards said world opinion will accept neither the U.S. nor the Vietnamese view, and that's why an international panel is needed.

"It is essential that the research in Vietnam be done by scientists who are as non-political and objective as it is possible to be," Edwards said in the draft of a report he is preparing on the trip.

"Scientists from the U.S. or from Vietnam would have little credibility. Representatives of each nation should be there as observers," he said.

"The important thing is to get the studies started in Vietnam, while the living laboratory is there . . . before it is too late to help the men and women . . . who were hurt by the spraying of Agent Orange."

Edwards suggested that international agencies conduct the study.

News-miner 2/24/84

Agent Orange study result said reassuring

WASHINGTON (AP)—The Air Force told Congress today that a new study had found some medical problems among veterans who sprayed Agent Orange in Vietnam but said the overall findings were "reassuring."

Briefing congressmen and their staffs on the results of a study of the health of 1,200 pilots and crew members who flew spraying missions, the Air Force said it found higher rates than expected of skin cancers, liver disorders and reported birth defects in children born to the veterans.

In addition, a high number of deaths were reported in the offspring of veterans within 28 days of birth.

"The study has disclosed numerous medical findings, mostly of a minor or undetermined nature, that require detailed follow-up," the study concluded.

But it added:

"In full context, the baseline study results should be viewed as reassuring Ranch Handers and their families at this time."

Ranch Hand was the code name for the program under which 12 million gallons of the plant-killing substance, which contained the toxic chemical dioxin, were sprayed over Vietnamese jungles to strip away hiding places used by communist forces.

"I would strongly dispute that statement," Rep. Thomas Daschle, D-S.D., said of the Air Force's conclusion.

He said the briefers reported "a significant amount of infighting and differences of opinion with regard to the interpretation of the data" among scientists who reviewed the findings.

The briefing was closed to the press but Daschle and some congressional staff members were willing to discuss the report in advance of a 2 p.m. EST news conference at which the Air Force was to make the long-awaited study public.

It is the most exhaustive investigation into the health of Americans exposed to Agent Orange that the government has conducted so far.

John — fyi
Steve

Agent Orange suit survives court challenge

Associated Press

Washington — Manufacturers of the controversial herbicide Agent Orange lost a preliminary legal round in the Supreme Court today. The justices, in effect, said a massive "class action" lawsuit against the manufacturers may go to trial May 7.

The suit charges that the herbicide, used extensively by the U.S. military in Vietnam, caused cancer, birth defects and numerous other illnesses for millions.

The court, without comment, today rejected arguments that U.S. District Judge Jack Weinstein, who is to preside over the trial in New York City, exceeded his authority in ordering the lawsuit to proceed on behalf of all people possibly harmed by the herbicide.

Potentially included in the "class" of plaintiffs are millions of individuals — including veterans of the U.S., Australian and New Zealand armed forces who served in Vietnam from 1961 to 1972, as well as their spouses, parents and children.

The suit charges that exposure to dioxin contained in Agent Orange caused great harm to human health.

Weinstein said he would allow such a large class of plaintiffs because, in part, "a single, class-wide determination on the issue of causation will focus the attention of Congress, the executive branch and the Veterans Administration on their responsibility, if any, in this case."

Times 2/27/84

Agent Orange, cancer linked

Associated Press

Washington — A study has found higher rates of skin cancer and other medical problems among veterans who sprayed Agent Orange in Vietnam, the Defense Department has told Congress.

But the report said its findings require further study and should be "reassuring" overall to the veterans.

Briefing congressmen and their staffs Wednesday on the results of a study of the health of 1,200 pilots and crew members who flew spraying missions, the Air Force said it found higher rates than expected of skin cancers, liver disorders and reported birth defects in children born to the veterans.

In addition, a high number of deaths were reported in the offspring of veterans within 28 days of birth.

"The study has disclosed numerous medical findings, mostly of a minor or undetermined nature, that require detailed follow-up," the study concluded.

But it added:

"In full context, the baseline study results should be viewed as reassuring Ranch Handers and their families at this time."

• AmTimes 2/24/84 Front Page

Alaska State Legislature

Senate

Official Business

Pouch V
State Capitol
Juneau, Alaska 99811

FOR IMMEDIATE RELEASE:
February 13, 1984

VIC FISCHER BILL WOULD ASSIST VETERANS

EXPOSED TO AGENT ORANGE, CHEMICAL-BIOLOGICAL AGENTS

JUNEAU, AK. -- A bill designed to help Alaska's military veterans who may have been exposed to radiation or chemical and biological agents, including Agent Orange, was introduced in the State Senate today by Sen. Vic Fischer (D-Anchorage). And half the members of the Senate have signed onto the bill as co-sponsors.

"Recent reports at the national level have revealed an incredibly callous and inhumane attitude on the part of the federal government toward our men and women in uniform," Fischer continued.

"In many instances they appear to have been considered as little more than 'human guinea pigs' for one military program or another. It's appalling that our national government would so treat the very people who are serving their country," Fischer said.

The bill would let physicians or hospitals treating veterans submit, with the veteran's consent, a report to the State Department of Health and Social Services (HESS). The report would include a description of symptoms, the physician's or hospital's diagnosis, and the method of treatment prescribed.

Under the Fischer bill, HESS would compile and evaluate the information and publish it in an annual report which would be distributed to the Alaska Legislature, the federal Veterans Administration, and other veterans' groups.

(more)

The annual report would also contain current research findings on the effects of exposure to radiation from above-ground nuclear weapons tests, or to a biological or chemical agent, including Agent Orange.

Statistical information compiled from reports submitted by physicians or hospitals would also be included in the annual report.

"It is important to note that this legislation prohibits release of the veteran's name unless the veteran gives his or her consent," Fischer said today.

Alaska's population currently has a larger percentage of veterans, including 27,000 Vietnam era veterans, than that of any other state.

The Fischer legislation also seeks to protect physicians and hospitals from any civil or criminal liability which may result from providing information to HESS under the conditions set forth in the bill. It also would allow the state's attorney general to represent veterans in a suit for release of information compiled by the federal government which may be pertinent to the veterans' medical history, diagnosis, and treatment.

Fischer's bill has been co-sponsored by Sens. Pappy Moss (D-Delta Junction), Jay Kerttula (D-Palmer), Dick Eliason (R-Sitka), Pat Rodey (D-Anchorage), Joe Josephson (D-Anchorage), Rick Halford (R-Chugiak), Don Gilman (R-Kenai), Arliss Sturgulewski (R-Anchorage), and Bettye Fahrenkamp (D-Fairbanks).

-30-

For further information, contact:
John Hartle, Tel.: 465-4954

021384

SENATE HEALTH, EDUCATION AND SOCIAL SERVICES COMMITTEE

WITNESS REGISTER

BILL NUMBER SB 463 - Agent Orange DATE March 19, 1984

NAME	REPRESENTING	ADDRESS	PHONE NUMBER

SECTIONAL ANALYSIS OF SB 463 - RELATING TO VETERANS EXPOSED TO RADIATION FROM ABOVE-GROUND NUCLEAR WEAPONS TESTING OR TO A BIOLOGICAL OR CHEMICAL AGENT, INCLUDING AGENT ORANGE.

SECTION 1 Provides that a physician or hospital treating a veteran shall, at the request of the veteran, submit a form to the Department of Health and Social Services. The form shall include:

the symptoms relating to exposure

the diagnosis

the method of treatment

other information required by the department

An annual report of statistical data and research summaries shall be submitted to the Legislature and the Veterans' Administration and veteran groups by the Department.

The identity of veterans shall be protected unless consent for disclosure is granted by the veteran.

The physician or hospital complying with this law may not be held civilly or criminally liable for providing the required information.

The Attorney General may represent the individuals in a class action suit for release of information relating to exposure during military service

The Department shall establish a program, unless it duplicates a federal program, to assist veterans in filing claims for medical or financial assistance to solve problems created by exposure.

Definitions.

SB

467

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

federation of teachers
2533 providence, anchorage, alaska 99504, (907) 279-6722

March 7, 1984

Senate HESS

HOW SB467 CAME ABOUT

The UA Board of Regents' request to amend P.E.R.A. and remove collective bargaining rights for University employees--including community college full and part time faculty--is the result of a concerted, arbitrary decision by ten Regents, an outgoing President, and a highly priced anti-union attorney.

That decision was made in early December at a regents meeting in Anchorage. The regents, at the last moment, revised their scheduled agenda so that this topic would be "discussed" after a closed door executive session. It was the only item rescheduled to occur after executive session.

The "discussion" which followed in open session lasted approximately ten minutes and the attorney presented his report and recommendation to the Board. This attorney suggested that teachers simply were stalling and waiting for arbitration in the current labor negotiations with the ACCFT. He further advised that teachers should be left out in the streets--once they strike they are unemployed. Only two regents had questions and one was on the procedure to adopt the attorney's recommendations. The President then distributed to the regents prepared resolutions to remove binding arbitration as the last step in collective bargaining for UA full time employees and remove part time from the P.E.R.A. protections. The resolutions passed without dissent.

I am unaware of these resolutions being addressed at any earlier time by subcommittees of the Board, the University Assembly, Community College, Rural Education Assembly, or the Anchorage Community College Assembly. Nor am I aware of any good faith attempt on the part of the administration or Board to seek imput from faculty, classified, or maintenance employees most affected by these resolutions. Essentially their decision was arrived at privately, without desire for imput, and in an arbitrary manner.

alaska community colleges'
american fed. of teachers, local 2404, american fed. of labor — congress of industrial organizations
anchorage
barrow
homer
juneau
kenai/soldotna
ketchikan
kodiak
nome
palmer/wasilla
sitka
valdez

"BAD FAITH" MOTIVATION

The Board's decision came at their first meeting after the Alaska Labor Relations Agency found that the University was guilty of numerous unfair labor practices. These included:

a) The UA demand to limit negotiating hours was made in "bad faith".
b) The UA demands on unilaterally imposed meeting sites for negotiations was made in "bad faith".
c) The UA denial of release time for teaching faculty negotiators was made in "bad faith".
d) The UA showed "anti-union animus" which was "obvious to this Agency from the facts that show the University did not follow its own procedures" in discriminating against the Union president in a teaching assignment.

Earlier the Labor Relations Agency had found the University guilty of "bad faith bargaining, surface bargaining and bargaining without any intention of reaching an agreement with the Union and to declare an impasse where non existed". The UA has further refused to honor terms of the previous contract and pay teachers entitled lane and step earnings. This even though the legislatur and attorney general have notified the UA of their obligation.

CONCLUSIONS

This proposed revision to P.E.R.A. is an obvious effort by a minority who, at great public expense and in contravention of Alaska statute, have violated the collective bargaining process. Having failed they now seek to take away rights of University teachers, classified and maintenance employees. The legislators should view this as simple a way for the UA to place themselves above the law--a special class of employers who can only function outside Alaska statute. This "plantation mentality" ended rightfully in 1972 when the legislature enacted P.E.R.A. and placed the University under its provisions. The UA should not be treated differently than any other state agency.

Attached are resolutions opposing changes in P.E.R.A. from the ACCFT, the Anchorage, Fairbanks, Sitka and Ketchikan Central Labor Councils and the Western Alaska Building Trades.

[1]

Agenda
Board of Regents Meeting
9:00 a.m., December 1-2, 1983
Anchorage/Fairbanks Room
Holiday Inn, 239 W. 4th Avenue, Anchorage

9:00 Exec Session
Joint Session
May 1 start Thi/Sat

1. Call to Order

2. Adoption of the Agenda

MOTION

"The Board of Regents adopts the agenda as presented.

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes
4. Constituency Comments
5. Charge to the Presidential Search Committee
6. Annual Council Chairperson Reports
7. Housing Policy Approval
8. Approval of Kuskokwim CC Student Housing Design
9. Approval of Consultant Selection
10. Acceptance of ACC Bookstore Bldg
11. Acceptance of ACC Allied Health Sciences Bldg
12. Acceptance of UAA Admin/Office/Class Bldg
13. UA/Anchorage/DNR Land Settlement
14. Physical Sciences Endowment Transfer
15. Lapsing Capital Appropriation
16. Corporate Authority Resolution
17. Program Deletions - Northwest CC
18. Proposed Labor Law Revisions
19. Executive Session
20. Election of Board Vice President and Appointment of Committee Chairs
21. Joint session with Legislative Finance Committees
22. Additional Items
23. Other Issues of Concern
24. Adjourn

This action is effective December 1, 1983."

3. Approval of the Minutes Reference 3

MOTION

"The Board of Regents approves the minutes of the September 15-16, 1983 and October 21, 1983 Board of Regents meetings. This action is effective December 1, 1983."

A. Deletion of the Certificate Program in Surveying. Reason: There are no enrollments now, there have not been any for the past several years, there are no recent graduates of the program, there is no resident faculty competent to offer the program, and there is no demand and few employment opportunities.

B. Deletion of the Certificate and A.A.S. Programs in Education. Reason: No demand exists for these programs. All students who are interested in pursuing this field are enrolled in the Associate of Arts degree general transfer program.

C. Deletion of the Certificate and A.A.S. Programs in Vocational-Technical Education. Reasons: There are no current enrollments, no current demand for the programs, and program reviews indicate no immediate future demand.

D. Deletion of A.A.S. in Art. Reasons: Program review indicates that offerings are insufficient to offer a complete program to students; there are no majors in this program and no full-time faculty.

NWCC is changing the name of its certificate and A.A.S. degree programs in Health Science to Community Health Practitioner. There has been no change in the curriculum requirements for these programs. The change in name is made to more accurately describe the nature of the programs and to match the name of the same program at Kuskokwim Community College.

The proposed deletions have been reviewed by the Educational Policy and Program Committee.

The Educational Policy and Program Committee recommends that:

MOTION

"The Board of Regents approves the deletion of the certificate programs in Surveying, Education and Vocational-Technical Education and the Associate of Applied Science Degree Programs in Education, Vocational-Technical Education, and Art at Northwest Community College. This action is effective December 1, 1983."

9:00 AM

18. Proposed Changes in the Public Employee Collective Bargaining Act

President Barton will lead a discussion of the proposed changes to the Public Employee Bargaining Act and the effect of the Act on the University of Alaska.

19. Executive Session

MOTION

"The Board of Regents goes into executive session to discuss matters that come within Alaska Statutes, Section 44.62.310 (c)(1) OR (c)(1) and (2), (discussion of ACCFT negotiations, litigation matters and personnel matters including honorary degrees and meritorious service awards). This action is effective December 1, 1983."

20. Joint Session with Members of the House and Senate Finance Committees

21. Election of Board Vice President and Appointment of Committee Chairs

22. Additional Items

President's Comments

Regents' Comments

23. Other Issues of Concern to the Board of Regents

24. Adjourn

RESOLUTION #1

RESOLVED: That the Board of Regents of the University of Alaska, in order to preserve the authority granted to it by the Alaska Constitution, urges the Governor of Alaska to seek and the Legislature to enact, amendments to the Public Employment Relations Act (AS 23.40.070 et seq.): (1) exempting the University and each of its subdivisions from the arbitration requirements of AS 23.40.200(c), or (2) reclassifying the employees of the University and its subdivisions from the class described in AS 23.40.200(a)(2) to the class described in AS 23.40.200(a)(3).

RESOLUTION #4

RESOLVED: That the Board of Regents of the University of Alaska urges the Governor to seek and the Legislature to enact, amendments to the Public Employment Relations Act denying to temporary part-time employees of the Unversity and each of its subdivisions the rights set forth in AS 23.40.080 and exempting the University and each of its subdivisions from any obligation to recognize or bargain collectively with temporary part-time employees or any organization representing them.

Alaska Community College Federation of Teachers

AFT

Union UPDATE

ACCFT Local 2404, 2533 Providence Drive, Anchorage AK 99508 (907) 562-2660 November 14, 1983

A.L.R.A. Rules

Decisions on a series of unfair labor practices and a petition to enforce the collective bargaining agreement regarding negotiations were made by the Alaska Labor Relations Agency (A.L.R.A.) on Friday. The issues focus on subjects of negotiating times, places, and teaching assignments for negotiators.

You may recall that there were earlier unfair labor practices filed by the Union against the University which were upheld And the University was ordered to cease and desist. Those were namely ULPC 83-1 (University's insistence that all negotiations take place in the Chancellor's conference room at ACC) and ULPC 83-3 (bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement and to declare an impasse where none existed).

Time and Location In the current cases relating to time and location, the Agency issued findings and a set of guidelines. In a nut shell, the University was found to have comitted additional unfair labor practices. In the Union 83-6,7 and University 83-9,10 and petition 83-4, the Agency findings included

1. The University's demand to limit negotiating hours was made in bad faith.

2. The meeting place was made in bad faith because the University insisted on three criteria: a typewriter, xerox machine and University personnel.

3. Union members cannot be expected to teach twelve hours, fulfill their fifth part, prepare for classes, prepare tests, meet with students, and meet their other duties which might take as long as twelve hours in addition to negotiating Monday and Wednesday for six hours, Friday for eight hours, and Saturday and Sunday for twenty-four hours pursuant to Management's demands. The University's denial of any release time for faculty negotiators for the Fall of 1983 was made in bad faith. Guidelines were set forth to insure that the parties meet in the future and negotiate this matter in good faith.

4. The Union's ULPC 83-7 (refusal to meet at alternative sites) and the University's ULPC 83-9 (proposing bargaining sites which the Union allegedly knew were not available) were dismissed by the Agency.

5. The University's ULPC 83-10 was denied by the Agency. The Agency found that the Union's request that the first Friday of each month be preempted for their statewide executive board meeting, was not unreasonable. However, the Agency did order the Union to cease and desist from requiring a preemption for executive board meeting each Wednesday from 3:00 to 5:00.

6. The University's petition 83-4 (negotiations only on Monday and Wednesday afternoons, Fridays as available, and Saturday and Sundays) was denied by the Agency. The Agency found that the positin of the University was "another example of how Management is picking at every straw and arguing everything possible to avoid effectuating the true intent of Section 1.5, while alleging that an arbitrator's decision of seven years ago supports their position."

The Agency then provided a list of 12 guidelines to be followed to resolve once and for all the six cases relating to this matter and order the parties to meet on Monday of this week to settle the matter.

A meeting with the University has been scheduled for Monday afternoon.

Teaching Assignments for Negotiators

In decisions relating to teaching assignments for Union negotiators (83-2, Denied summer teaching, and 83-5, Denied Union President employment as teacher of Labor History on an overload basis), the Agency concluded that,

[illegible] did not occur; therefore, the unfair labor practices alleged are dismissed. The Agency found that the "University had valid business reasons for requiring faculty members to be available to teach assigned summer courses." The negotiators would be in negotiations and probably not available for class assignments.

2. In 83-5, the University committed an unfair labor practice by not offering History 246 to Ralph McGrath during the fall of 1983. The anti-union animus was "obvious to this Agency from the facts that show the University did not follow its own procedures. Ralph McGrath asked for an explanation for why he did not receive the teaching assignment and was not granted a satisfactory explanation. Ralph McGrath requested reasonable information and was told by Mr. Cordova that the issue was moot. The University never told Ralph McGrath of the financial problem or that the University had selected an individual (Bill Blachman) who was on the management team of the negotiations prior to the hearing...we are persuaded their intent was to discriminate against Ralph McGrath without valid justification, as he is directly involved in extensive union activity."

The A.L.R.A. decisions are available for review from your local campus rep or in Anchorage at the Union office or from members of the Executive Board.

FULL REPORT ON LANE AND STEP HEARINGS
COMING SOON

CONGRATULATIONS TO AFT STATE PRESIDENT, LAURA PELLEY,
FOR THE SUCESSFUL AFT CONVENTION.

State of Alaska
LABOR RELATIONS AGENCY
P. O. BOX 6701 • ANCHORAGE, ALASKA 99502
TELEPHONE (907) [redacted] 276-3564

C. R. "STEVE" HAFLING
CHAIRMAN
[redacted]
MORGAN REED
Ben Humphries
WM. J. PADZAUSKIE
CONSULTANT

[3-A]

11-15-83

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL NO. 2404,	)	Complainant in ULPC 83-6, ULPC 83-7; Respondent in ULPC 83-9, ULPC 83-10, Petition 83-4.
Complainant,	)	
vs.	)	
UNIVERSITY OF ALASKA,	)	Respondent in ULPC 83-6, ULPC 83-7; Complainant in ULPC 83-9, ULPC 83-10, Petition 83-4.
Respondent.	)	

ORDER AND DECISION NO. 84

GENERAL BACKGROUND

To place these cases in focus, the Agency would like to set forth the past background.

1. In the past years (1974, 1979) these parties have had lengthy, continual negotiations which included the filing of unfair labor practices, mediations, strikes, arbitrations and final settlements. The past practice of the parties in regard to Sec. 1.5 of the contract was that the Teachers were given substitute teachers during the period of negotiations.

In March, 1983, collegial bargaining started and the Teachers were released from their class duties pursuant to a mutual agreement which necessarily incorporated Sec. 1.5 of the

then existing contract. The collegial bargaining process ended with tentative agreement being reached on many sections of the contract, those sections being similar to the past contract.

2. In May, 1983, the University solidified its position and entered formal bargaining with the proposition of three (3) major proposals:

a. Ending subsidization of the Teachers' Union by the University.

b. Changing the step and lane automatic increases for teachers' salaries into a merit system.

c. Increasing the actual teaching load of the Teachers from twelve (12) to fifteen (15) hours per semester at the University's discretion.

Simultaneous with the spring semester negotiations the University Management and faculty met and collegially discussed their summer and fall schedules. For the fall semester no members of the Teachers' bargaining team were scheduled to teach Fridays. The Teachers' bargaining team schedules were arranged so that almost all of them taught morning classes, several had afternoon classes, and one had evening classes. The schedules were set by Management.

3. Prior unfair labor practices were filed by the Teachers against the University, namely ULPC 83-1, 83-2 and 83-3. Those cases have gone to a hearing and unfair labor practices against the University have been found by this Agency. The Agency has not relinquished its continuing jurisdiction concerning the

time and place of meetings in ULPC 83-1.

Summertime negotiations took place with the majority of the Teachers' bargaining team not teaching. The University suggested, and the Union agreed, that the scheduling of the summertime meetings would be scheduled around the Teachers' personal schedules. (Mr. McGrath went to Hawaii for half the summer and negotiations were somewhat sporadic.) The scheduling of the negotiations made it rather obvious that the Teachers did not want to negotiate during the summer from 8:00 a.m. to 5:00 p.m. on a daily basis.

The issue of when and where the parties should meet was not resolved during the summer. The parties were constantly proposing new and different sites, alternate and neutral places. Meetings were held in Building A, the Management's preference; Humana Hospital was a neutral place; the Union offices, under protest by the Union.

Progress was made on many of the remaining and undecided proposals during the summer, even though the meetings were somewhat sporadic.

As the fall schedule approached, the Teachers obviously expected to be relieved of their teaching duties as they had been in the past. The University changed its prior practice of hiring substitutes for the Teachers, and correspondingly allowing the Teachers to negotiate full time relying on Sec. 1.5 of the expired contract. The University wanted to negotiate Monday

and Wednesday from 2:00 to 5:00 p.m. and Fridays, as available. The University subsequently changed its position in wanting to also negotiate Saturdays and Sundays from 7:00 a.m. to 7:00 p.m. The Union countered, proposing to negotiate 8:00 a.m. to 5:00 p.m. daily. No agreement was made concerning the negotiating schedule. The Teachers agreed to meet Monday, Wednesday and Friday, as available, but under protest.

In regard to the new collective bargaining agreement being negotiated, the parties have positioned themselves with the Union basically wanting a status quo contract. The University wants the three major changes which they first expressed at the end of the spring semester when collegial bargaining stopped.

4. This Agency now has four unfair labor practices on time and places filed with it and one petition to enforce Sec. 1.5(a) of the expired but still adhered to contract. The contract is not presently in full force and effect but there is no doubt that the terms and conditions of the contract are. This Agency takes jurisdiction of all the matters put in front of it and is ready to rule on the unfair labor practices and petition.

5. Our intent in making our findings and our guidelines concerning the time and place issues is to insure that the parties negotiate pursuant to the intent of Sec. 1.5 in the expired contract. We believe that this can best be done by having the parties state their reasons in writing, hopefully agree to all terms, and have this Agency take continuing

jurisdiction, if necessary.

OVERVIEW OF OUR DECISIONS

1. ULPC 83-6 is GRANTED and we take continuing jurisdiction over the matter.
2. ULPC 83-7 is DENIED.
3. ULPC 83-9 is DENIED.
4. ULPC 83-10 is GRANTED, in part, DENIED, in part, and continuing jurisdiction is asserted.
5. Petition 83-4 is DENIED.

ULPC 83-6

The issues contained in ULPC 83-6 are:

1. Did the University of Alaska violate 23.40.11(a)(1) and (5) by refusing to negotiate with the Union's bargaining team at reasonable times, and by restricting negotiations to time periods during which the Union's bargaining team had long standing conflicts, the University being aware of such conflicts?

2. Has the University violated 23.40.110(a)(1), (3) and (5) by failing to grant release time to members of the Union's bargaining team contrary to its former practice, even though the monies to pay substitute teachers for Union team members is readily available? This Agency finds that:

(a.) The University's demand of limiting negotiation hours was made in bad faith.

(b.) University's demand of their terms and conditions of the meeting place was made in bad faith, the place being restricted by the three (3) criteria that:

i. The location should have available to it the support facilities which would facilitate bargaining, such as: typing, stenographic services, photocopying, caucus rooms, telephones and other common support systems.

ii. Ready access to pertinent information from the files of both the parties and pertinent information from various administrators and faculty.

iii. Control of the physical bargaining location by the parties themselves rather than some third party host.

3. The Agency makes this bad faith finding based upon the totality of the circumstances. After reviewing the past practices of the parties, these contracts have necessitated many years of negotiations. The University has three (3) major proposals which they wish to bargain which appear to necessitate lengthy negotiations. A substantial amount of time was necessary for the University to create and propose its merit system document of approximately 90 pages. It is obvious to this Agency that any Union counterproposal will result in lengthy negotiations, as will the negotiation on the present proposal.

The past practices of the parties has shown that negotiations have been held at the University, union halls, hotel rooms and other areas in Anchorage. The University's sudden insistence that a typewriter, xerox machine and University personnel be at hand is inconsistent and made in bad faith. The University has admitted by their own testimony that the faculty are spread over the campus -- a 10-15 minute walk is possibly necessary for administrators to meet with Management to confer on any particular matter. The bad faith of the University was shown by their demand which is, in effect, a limit on negotiations to places on campus. The parties have a duty to meet at reasonable times and places, such a duty does not necessitate meeting only on campus.

4. The Union members cannot be expected to teach twelve (12) hours during the week, which is their normal full load, plus the fifth part, which involves some other duties, prepare for classes, prepare tests, meet with students and meet their other duties which might take as long as twelve (12) hours, plus negotiate Monday and Wednesday for six (6) hours, Friday for eight (8) hours, and Saturday and Sunday for twenty-four (24) hours pursuant to Management's demands.

The Teachers' schedules which were submitted to this Agency and marked as exhibits clearly show that with the Managements's demands there would be virtually no time for the Teachers to meet and prepare for negotiations.

5. The University has had a long past practice in allowing full release time to the Teacher negotiators.

6. We do find that the University's denial of any release time for any faculty negotiators for the fall of 1983 was made in bad faith. But we are not deciding exactly what hours should be granted under Sec. 1.5 of the contract. We are setting forth guidelines in our Order to insure that the parties do meet in the future and negotiate this matter in go d faith.

7. The ACCFT has filed a grievance against the University based on the refusal of the University to grant release time to the faculty negotiators. At the hearing ACCFT expressed a desire to have the arbitrator decide the issues contained in the grievance. We understand ACCFT's position to be that they want this Agency to decide the non-release of faculty as a ULPC, and have this Agency defer to arbitration on the issue of damages or the other issues in the grievance. We understand the University's position to be one of acquiesing to arbitration.

This Agency has acknowledged the Collyer doctrine where the NLRB defers to arbitration, at its discretion, where:

a. The dispute arose within the confines of a long and productive collective bargaining agreement without assertions of enmity by Respondent to employees' exercise of protected rights.

b. Respondent credibly asserts its willingness to arbitrate.

c. The contract and its meaning lie at the center of the dispute.

We find the meaning of Sec. 1.5 certainly lies at the center of this dispute. The Respondent asserted a willingness to arbitrate, and the parties have asserted a willingness to arbitrate even though assertion of enmity is present. Therefore, our guidelines include that the parties meet and consider what, if anything, they wish to arbitrate and to report back to this Agency concerning same. The Agency will strongly consider deferring to arbitration on any matters put forth by the parties. Our primary intent in our guidelines is to insure that the public, the students and the parties of both sides meet in good faith to obtain a new collective bargaining agreement.

8. Both parties have argued in front of this Agency what they view Sec. 1.5 to mean. Sec. 1.5 places duties on both parties. Sec. 1.5(a) places the duty on the Teachers to schedule negotiations that minimally interfere with their teaching, administrative and other duties. However, both parties have recognized and realized that lengthy negotiations were necessary in the past, and the Management has a corresponding duty to release the Teachers as necessary for the negotiating sessions.

9. The evidence presented leads this Agency to the conclusion that Management has disregarded the principles of Subsection B of Sec. 1.5.

10. Phillip Slattery is a union negotiator who lives

in Sitka, Alaska. Prior to the hearing a substitute teacher was hired to replace him at Sitka Community College. We find the portion of the complaint in regards to Mr. Slattery was effectively dealt with by the parties prior to our hearing. We also find that the parties have effectively rendered the issue of Phillip Slattery moot.

Having made said findings, IT IS OUR ORDER, that the University cease and desist from the aforesaid unfair labor practices and to follow our guidelines in an attempt to resolve ULPC 83-6. Continuing jurisdiction is asserted. Our ORDER incorporates the guidelines set forth at the end of this Order and Decision.

ULPC 83-7

ULPC 83-7 contains the issues of whether the University committed a ULPC by refusing to meet at alternative sites proposed by the Union. This Agency finds that:

1. There is no "per se" rule that the parties alternate sites when they cannot agree upon one mutually agreeable site.

2. That we looked at the record as a whole and decided not to grant this particular unfair labor practice.

3. The granting of the unfair labor practice would set a precedent that if the parties cannot agree upon a mutually agreeable site, that alternate sites' issues would automatically be sought. The proposed precedent violates the spirit of

collective bargaining that the parties mutually agree upon sites, and not unilaterally agree upon alternate sites by being obstreperous.

4. Therefore, we find ACCFT has not met their burden of proof and ORDER the DISMISSAL of ULPC 83-7.

ULPC 83-9

In its complaint the University of Alaska has charged that Local 2404 has violated 23.40.110(c)(2) by refusing to bargain in good faith with a public employer. Specifically, that Local 2404 has engaged in surface bargaining and bad faith bargaining by proposing bargaining sites which the Union allegedly knew were not available to the parties.

We have reviewed the total record of this unfair labor practice and find:

1. That the Union agreed initially to meet at the Chancellor's conference room in Building A, suggesting that there be five sessions in the Chancellor's conference room and then sessions at a site selected by the ACCFT, such as IBEW Hall, Teamsters' Hall or Laborers' Hall. The Union also suggested alternative sites which would involve ongoing sessions for negotiations at one of three mutual sites depending upon the availability of those sites: St. Mary's Episcopal Church at Lake Otis and Tudor, the Alaska Pacific University at East Wesleyan Drive and the Municipality of Anchorage building on

East Tudor.

Those proposals are memorialized by Exhibits 9, 10 and 11 submitted at the hearings.

2. The three union halls were available to the parties at reasonable times. The alternative sites were submitted to the University sites as neutral depending upon the availability of those sites. The University's argument that the Teachers should have known that the sites were unavailable when they proposed them is not persuasive, as the written proposal of the sites specifically stated, if available.

3. Therefore, we ORDER that ULPC 83-9 be DISMISSED as the University has failed to meet the requisite burden of proof.

ULPC 83-10

ULPC 83-10 is the University's unfair labor practice alleging a violation of Alaska Statute Sec. 23.40.110(c)(2) in particular surface bargaining by the acts of:

1. Refusing to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the members of the negotiation team, (as is required by Article 1.5 of the collective bargaining agreement executed by the parties).

2. By insisting that negotiations be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union

negotiating team, when the Union has unilateral control of scheduling such outside activities.

We make the following findings of fact after reviewing the total record:

a. We DENY the unfair labor practice charged insofar as it alleges that the Teachers have refused to meet at reasonable times and places that minimally interfere with the other employment responsibilities of the negotiating team required by Article 1.5 of the collective bargaining agreement executed by the parties. The Teachers, in fact, agreed to meet at the University's times and places under protest.

b. We find an unfair labor practice was committed by the Union by insisting that negotiations only be scheduled during the times which do not conflict with the numerous outside personal and union activities of the members of the Union negotiating team, when the Union has unilateral control over the scheduling of such outside activities.

c. We find that the Union insisted that negotiations not take place on Wednesday afternoons from 2:00 - 5:00 p.m., as that time was set aside for the Anchorage campus' weekly union meeting. We find that the Teachers committed unfair labor practices by insisting that such time was unavailable to have

negotiating sessions. The Union wanted negotiations from 8:00 a.m. - 5:00 p.m. daily Monday through Friday which directly contradicts their Wednesday p.m. objection.

d. Concerning the first Friday of each month, we find that the Union's unilateral insistence that the first Friday of each month is preempted as their statewide executive board meeting is held, is not unreasonable. The statewide executive board is probably necessary for the union negotiating sessions to be fruitful -- as the Board of Regents' meeting would be absolutely essential to the Management's negotiating strategy. The Union's insistence of meeting 8:00 a.m. - 5:00 p.m. daily does not necessitate actual meetings during all such times. Such time is obviously also set aside for reviewing proposals, preparing strategy, preparing counterproposals, etc.

e. The third Friday of each month in which the Anchorage Instructional Advisory Council meets is a time that should be negotiated between the parties. The Management cannot expect the negotiating team to be at the Advisory Council at the same time as they are expected to be in negotiating sessions. We do not find the Union's objections to meetings on the first Friday of the month as objectionable, as the Teachers

cannot be in two places at once.

f. We find the Union's bad faith by this unilateral insistence based upon the fact that they have argued that negotiating should be Monday through Friday from 8:00 a.m. to 5:00 p.m., such times which necessarily include these meetings. The Teachers appeared to be more than willing to have meetings 8:00 a.m. to 5:00 p.m., Monday through Friday, if they did not have to teach their sessions pursuant to Sec. 1.5 of the collective bargaining agreement.

g. Neither party is attempting to look at the entire situation of Sec. 1.5 of the contract and strike the the proper balance necessary for negotiating while meeting their administrative and other duties, and possibly teaching.

h. We ORDER the Union to cease and desist from insisting that negotiations not be held on Wednesday afternoon from 3:00 - 5:00 p.m., and DENY any other allegations of bad faith bargaining.

Our remedial Order contained at the end of this Order and Decision, and guidelines set forth therein, are incorporated in this Order and Decision. Our remedial Order is intended to make the parties strike the balance by agreement -- and by taking continuing jurisdiction over this matter, the Agency will consider striking the balance if the parties cannot do so by

negotiating in good faith.

PETITION 83-4

Petition 83-4 requests the Agency to specifically enforce Sec. 1.5(a) of the collective bargaining agreement and specifically to order that the scheduling by the University from 2:00 - 5:00 p.m., Monday and Wedesday, Fridays as available, and Saturday and Sunday from 7:00 a.m. to 7:00 p.m. as the appropriate times. This Agency declines to grant said petition for the following reasons:

1. Sec. 1.5(a) must be read with Sec. 1.5(b) to gleen the full intent of the parties. The crucial sections of Sec. 1.5 are that:

   a. Negotiations shall be scheudled at times and places that provide minimal interference with the instructional, administrative and other employment duties of the negotiating team. Negotiations shall be held in Anchorage.

   b. Bargaining unit members who serve as negotiators shall be excused from class duties as necessary in the course of negotiations without prejudice, and approved substitutes shall be provided by the negotiator or the Union.

2. The obvious intent of the two sections is that there will be minimal interference with the instructional, administrative

and other employment duties of the Teachers' negotiating team; (amply federal precedent says that both parties must meet at reasonable times and places); and that Teachers shall be excused from class duties as necessary during the course of negotiations. The parties have contractually realized that negotiating interferes with the instructional duties of the Teachers. The section tends to strike a balance between the needs of the Teachers to negotiate, to teach if possible, on the needs of the Teachers to do both, and be excused from teaching as necessary.

3. The past practice of the parties show that the Teachers have been excused from teaching any classes during negotiations. But that fact alone does not create a waiver of the responsibilities of both parties to meet their bargained terms and conditions of employment while the new contract is being negotiated.

4. Management bases its argument by relying on the plain reading of Sec. 1.5. We find that the plain reading of the statute will not be given the interpretation that the Teachers are going to be required to both teach and negotiate full time. Management's reliance on the Flint arbitration of June 8, 1976, and particularly the final paragraph on page 3, which concerns a hypothetical question about mass negotiating teams, is strained at best. Sec. 1.5 (c) provides "the ACCFT negotiating team may consist of five (5) members. The University shall pay for four (4) ACCFT negotiating team members' substitutes. Subsection (c) was negotiated by the parties and makes Management's position even more incredulous.

We find the position to be another example of how Management is picking at every straw and arguing everything possible to avoid effectuating the true intent of Sec. 1.5, while alleging that an arbitrator's decision of seven (7) years ago supports their position.

This Agency wishes to resolve the six cases of time and place (ULPC 1, 6 and 7, 9 and 10; Petition 83-4), (which could be an all time record for the most hearings on time and place during one contract negotiation), by taking continuing jurisdiction of ULPC 83-6 and ULPC 83-10. It ORDERS the parties to meet the following guidelines in their future collective bargaining meetings. If they cannot resolve the issues of time, place and Sec. 1.5, they must inform the Agency of that fact no later than November 19, 1983, for a further hearing in front of a Hearing Officer.

THE GUIDELINES

1. To meet and confer on the student needs at this point and time during this semester, and the spring 1984 semester. To exchange present and proposed assignments and schedules of classes for the individual negotiators so a full response by each party can be made. To set forth in writing the views of both the administration and the individual teachers teaching those classes, utilizing their past experience as to what courses could be substituted in the future and what should not be substituted for now.

2. To exchange the length of time which is necessary for each teacher to prepare for present and 1984 classes and to meet the class requirements. We want both parties to stop proposing unilateral hardline positions. Both parties must realize that extra burdens are going to be placed upon them during the negotiating of this contract. Both parties are to set forth in writing how much time is necessary to prepare for a class or lab. We want the parties to be frank, state how many times the course has been taught in the past, any changes in the textbooks from semester to semester. To determine if it is a regular class or an evening schedule, and to set forth specifically how it would affect the students to have a substitute at this time during the semester and if the substitutes are available for classes in the spring of 1984. To explore what substitutes are available and any particular problems with any particular course.

3. To attempt to arrange a schedule to meet daily or to have scheduled daily meetings with breaks for good cause.

4. To attempt to set meetings from three (3) to four (4) continuous hours.

5. To attempt to reschedule internal conflicting administrative matters except for the first Friday of each month when the statewide union meeting is to be held, and Board of Regents' meetings as are called in the future.

6. To meet, confer and discuss the areas of the previously filed grievance concerning release time. To inform this

Agency of the parties' desire to defer or not defer any issues relating to the grievance to arbitration at the times set forth below.

7. To discuss having all the meetings at those sites proposed by the University and those sites proposed by the Union. If you cannot agree to a formula for negotiation, to then discuss neutral sites. To set forth in writing any objections to any and all of the sites mentioned above. If you do not make an agreement on University or Union sites, to set forth in writing any and all objections to all the neutral sites which have been utilized by the parties in the prior negotiations. (All the while realizing that the arguments of the Management covering their three criteria concerning sites are not proper objections, per se, to any proposed site.)

8. If you cannot immediately agree upon where to meet to discuss the aforementioned issues, contact William J. Pauzauskie at 276-2232 who will make his conference room available for all of you to meet, or will arrange for a room at the federal courthouse for you to meet at, or some other place.

9. To exchange in writing each party's full and complete initial positions on all the matters contained herein no later than November 14, 1983. To exchange your positions in writing concerning counterproposals or why you view the other party's position is unreasonable or made in bad faith. If the matters contained herein concerning times, places, schedules, release

time, arbitration, substitutes, internal conflicting administrative matters, and student needs are not agreed upon by the parties, to deliver full and complete copies of all initial proposals and counterproposals to Mr. Hafling at 430 West 7th Avenue, Anchorage, Alaska 99501 and Mr. Humphries at 3707 Locarno Drive, Anchorage, Alaska 99508, and the Alaska Labor Relations Agency, P. O. Box 6701, Anchorage, Alaska 99502, and personally delivering a copy to William J. Pauzauskie, 1101 West 7th Avenue, Anchorage, Alaska 99501, by November 22, 1983, at 10:00 a.m. To meet at the offices of William J. Pauzauskie on November 23, 1983 at the hour of 9:00 a.m., to have a further hearing on any unresolved matters.

10. If any of the matters mentioned above or contained in this Order are resolved, or partially resolved, by November 21, 198, those resolutions are to be delivered to Messrs. Hafling, Humphries and Pauzauskie no later than November 22, 1983, at 10:00 a.m.

11. If there are unresolved matters that cannot be agreed upon at the meeting with the Hearing Officer, a further meeting of the full Board will take place on November 30, 1983 at the hour of 9:00 a.m. at a place consistent with the regulatory hearings which are scheduled for November 29, 1983, in Anchorage.

12. Our continuing jurisdiction in ULPC 83-1 is not changed in any way by this Order and Decision, and the case of ULPC 83-1 will be considered with the schedule of hearings set

forth in this Order and Decision so that all matters can be more effectively dealt with at one time and place.

Finally, in the event you would like to comment in obiter dictum, we realize the parties have engaged in lengthy negotiations concerning time and place, Sec. 1.5 of the contract, release time and three (3) major new proposals by the University. Those negotiations have been fruitful to a large degree. The parties are now placed in the position where there are several portions of the new collective bargaining agreement which have been held in abeyance pending the extensive collective bargaining necessary to resolve whether the three major proposals made by the University are going to be accepted by the Union in whole or in part or counterproposals are going to be made by the Union concerning the University's proposed changes.

We believe it is time for the parties to meet and negotiate in good faith on the times and places of meetings, and the application of the mutual duties of Sec. 1.5 of the contract in regards to release time and to finally resolve that matter so that the real factual issues of this collective bargaining process can be dealt with.

To put it bluntly, enough time has been spent talking about the time and place of meetings and release time. Your past negotiating practices in 1976 and 1979 did not revolve around the issue of the time and place of meetings, as this collective bargaining process obviously has. In the past, you