

ALASKA LEGISLATURE COMMITTEES 1983-1984 86/2

2368

SHESS

SB 467

2308

1 During the hearing the Union attempted to justify its
2 incredulous position that negotiations must be scheduled
3 pursuant to Section 1.5B of the collectively negotiated
4 agreement during the times members of the Union negotiating
5 team are assigned to teach classes. In addition to being
6 ridiculous, this position which the Union is demanding in
7 negotiations is an unfair labor practice and a breach of
8 Section 1.5A of the agreement. Section 1.5 A & B provide:

- 9 A. Negotiations shall be scheduled at times and
10 places that provide minimal interference with
11 the instructional, administrative, and other
12 employment duties of the negotiating team.
13 Negotiations shall be held in Anchorage.
14 B. Bargaining Unit Members who serve as
15 negotiators shall be excused from class duties
16 as necessary during the course of negotiations
17 without prejudice, and an approved substitute
18 shall be provided by the negotiator or the
19 union.

20 During the hearing, the Union produced a witness who
21 claimed that in drafting Section 1.5, it was the intent of the
22 parties to provide automatic substitute teachers for faculty
23 members involved in negotiations. This testimony of bargaining
24 that occurred a number of years ago was based upon the witness'
25 recollection alone. The Union produced no bargaining notes
26 whatever to substantiate this claim. The Union's proffered
27 interpretation of Section 1.5 is nothing more than an attempt
28 to ignore the clear language of Section 1.5B which provides
29 that members who serve as Union negotiators shall be excused
30 from class duties "as necessary". The Union's interpretation
31 is specious as it would render the express terms "as necessary"
32 completely meaningless.

33 The Union's convoluted interpretation of Section 1.5
34 is also in direct conflict with their own position taken
earlier this summer. As the evidence revealed, during the
summer the Union emphatically stated that negotiations would
have to be scheduled around the outside employment activities
of members of the Union negotiating team.. Now, only three

1 months later, they insist that negotiations must be scheduled
2 during the times they are scheduled to teach. The appropriate
3 inference to be drawn from the Union's actions is that the
4 Union is not and has not been sincere in attempting to schedule
5 negotiations for a new labor contract with the University and
6 has refused and is continuing to refuse to abide by the terms
7 of Section 1.5 of the agreement. Accordingly, the Agency
8 should find that the Union's insistence that negotiations be
9 scheduled so that they directly conflict with class assignments
10 of the Union negotiators is an unfair labor practice and a
11 violation of the terms of Section 1.5 which require that
12 negotiations be scheduled so as to minimally interfere with the
13 instructional duties of the negotiating team.

14 Both the University and Union have acknowledged that
15 although the collective bargaining agreement between the
16 parties has expired, the terms and conditions of employment
17 contained therein remain unchanged and in effect. The
18 provisions of Section 1.5 at issue herein are clearly part of
19 the terms and conditions of employment which remain in effect
20 and are therefore within the purview of AS § 23.40.210 which
21 the Agency can enforce through a remedial order pursuant to the
22 statutory authority vested in the Agency by AS § 23.40.140.

23 The Agency should, therefore, grant Petition No. 4 and
24 specifically enforce the terms of Section 1.5 by issuing an
25 order directing the Union to cease and desist from insisting
26 that negotiations only be scheduled when Union negotiators are
27 assigned to teach and direct the Union to comply with the terms
28 of Section 1.5 by scheduling negotiations so as to minimally
29 interfere with the instructional duties of the negotiating
30 team.

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CONCLUSION

For all the foregoing reasons, the University of Alaska respectfully submits that Case Nos. ULP 83-6 and 7 should be dismissed in their entirety and that the remedial orders identified supra should be issued by the Agency against the Union in Case Nos: ULP 83-9 and 10 and Petition No. 4.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 13th day of October, 1983.

OWENS & TURNER, P.C.
Attorneys for
University of Alaska

By Thomas P. Owens Jr. by *wtm*
Thomas P. Owens, Jr.

ATTORNEYS AT LAW
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6. Each time it appeared that an agreement between the parties concerning the selection of a bargaining site was imminent, the Union frustrated such agreement by changing its position.

7. The Union's actions were a deliberate attempt to frustrate, delay and impede the progress of negotiations and such actions did frustrate, delay and impede the negotiations of the parties.

8. The totality of the Union's conduct demonstrates that it is bargaining in bad faith and without any intention of reaching agreement on the mutual selection of a bargaining site.

I swear the above to be true and correct, to the best of my knowledge, information and belief.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 9th day of September, 1983.

OWENS & TURNER, P.C.
Attorneys for
Charging Party

BY Thomas P. Owens, Jr.
Thomas P. Owens, Jr.

SUBSCRIBED AND SWORN to before me this 9th day of September, 1983.

Susan M. Galt
Notary Public in and for Alaska
My Commission Expires: 9-21-85

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OWENS & TURNER, P.C.
Thomas P. Owens, Jr.
Attorneys for Charging Party
University of Alaska
125 "G" Street, Suite 920
Anchorage, AK 99501
(907)-276-3963

BEFORE THE ALASKA LABOR RELATIONS AGENCY

UNIVERSITY OF ALASKA)
)
Charging Party,)
)
vs.)
ALASKA COMMUNITY COLLEGES')
FEDERATION OF TEACHERS,)
Local 2404,)
)
Respondent.)

Case No. 83-810

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: University of Alaska, 3211 Providence Drive, Anchorage, Alaska 99508.
2. Respondent: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, Alaska 99508.
3. Charging Party's Representative: Thomas P. Owens, Jr., attorney, Owens & Turner, P.C., 425 "G" Street, Suite 920, Anchorage, Alaska 99501.
4. Nature of Charge: The Alaska Community Colleges' Federation of Teachers, Local 2404 (herein "ACCFT" or "Union") by and through its officers and agents has violated AS 23.40.110(c)(2) and engaged in surface bargaining and bad faith bargaining by the following acts.
5. By refusing to meet at reasonable times and places that minimally interfere with the other employment responsibilities of members of the negotiating team as

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required by Article 1.5 of the collective bargaining agreement executed by the parties.

6. By insisting that negotiations only be scheduled during 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 with respect to scheduling such outside activities.

I swear the above to be true and correct, to the best of my knowledge, information and belief.

RESPECTFULLY SUBMITTED at Anchorage, Alaska this 9th day of September, 1983.

OWENS & TURNER, P.C.
Attorneys for
Charging Party

By Thomas P. Owens, Jr.
Thomas P. Owens, Jr.

SUBSCRIBED AND SWORN to before me this 9th day of September, 1983.

Jane M. [Signature]
Notary Public in and for Alaska
My Commission Expires: 9-21-85

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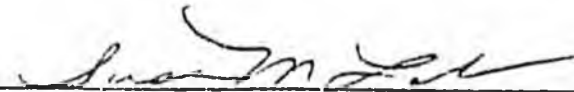
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and mailed a courtesy copy thereof to:

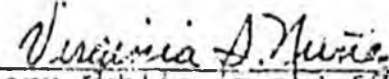
Evan Johnson
UNIVERSITY OF ALASKA
3211 Providence Drive
Anchorage, AK 99504

Astrid de Parry, General Counsel
UNIVERSITY OF ALASKA
Bunnell Building
Fairbanks, AK 99701

by placing a copy thereof in an envelope properly addressed,
containing proper and sufficient United States postage, and
depositing same in the United States Postal Department as
directed on said envelope.


Susan M. Lamb, Secretary

SUBSCRIBED AND SWORN to before me this 9th day of
September, 1983.


Notary Public in and for Alaska
My Commission Expires: 10/4/84

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BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES')
FEDERATION OF TEACHERS,)
Local 2404,)
)
Petitioner,)
)
and)
UNIVERSITY OF ALASKA,)
)
Respondent.)
)
)
)

Case No. *Petition 83-4*

PETITION

COMES NOW the Alaska Community Colleges' Federation of Teachers, Local 2404, and petitions the Alaska Labor Relations Agency, under the provisions of AS 23.40.210 to enforce the terms and conditions of the collective bargaining agreement between petitioner and the University of Alaska presently in effect as they relate to step and lane increases required by said agreement. The basis of this petition is set forth herein and supported by the attached document, the transcript of the hearing and Unfair Labor Practices 83-1, -2 and -3, and the statements contained herein.

A collective bargaining agreement, a copy of which is attached hereto as Exhibit A, existed between the University of Alaska and petitioner. Said agreement expired March 31, 1983. Said agreement contained Appendices A and B relating to placement on a salary grid. The placement (Appendix A) sets forth the criteria for moving between lanes on the salary grid. Appendix B, the salary grid itself, sets forth salaries, including steps and lanes.

An employee's salary would be determined by his placement by step and lane, which are functions of experience, continuity in employment and education.

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(907) 276-6532

The petitioner and the University of Alaska have engaged in extensive negotiations but have been unable to reach a collective bargaining agreement. As a result of conduct by the University of Alaska, ULP Nos. 83-1, -2, and -3 were filed before the Agency, and decision rendered by the Agency in 83-1 and -3. The University of Alaska, in defending the Unfair Labor Practices, has taken the position through its spokesmen Thomas Owens and Edwin Biggerstaff, that the University of Alaska is maintaining the terms and conditions of the contract during the period of negotiations. The University has confirmed its position in writing (Exhibit B).

Specifically, it has been stated that until impasse is reached, no unilateral changes would be made in the terms and conditions of employment, including salary (statements made under oath and in argument during hearing on 83-1, -2, and -3). A statement was made by the above-named representatives that step and lane changes could not be given by the University, since the Legislature has failed to appropriate necessary funds. This position has later been reaffirmed by correspondence from Evan Johnson, labor relations manager for the University of Alaska (see Exhibit C).

The University has relied on the provisions of AS 23.40.215, which states that:

"The monetary terms of any agreement entered into under the Public Employment Relations Act are subject to funding through legislative appropriation."

The representations of the University of Alaska that the Legislature has failed to fund the appropriate sums for step and lane increases pursuant to the continuing terms and conditions of employment existing between the parties is false and fraudulent. The Legislature appropriated the necessary sums to continue the salary program at the University of Alaska, but the University has

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failed and refused to implement the same for the purpose of coercing, intimidating and threatening, and thereby discriminating against in terms and conditions of employment, the members within the bargaining unit.

The assertions of the petitioner are based on the following facts: The Legislature appropriates a general sum of money to the University of Alaska for personal services. Contrary to other agencies in State government, these funds are not identified with precision control numbers, and may be used for any personal-services purposes except those specifically included by Legislature intent (Exhibit D). The Legislature appropriated the necessary funds through its Free Conference Committee, which adopted the Senate version, a continuation budget. The Legislature specifically rejected the University's proposal for a 7.5% "merit increase" (Exhibit E).

The University is refusing to honor its obligations under the collective bargaining agreement.

RESPECTFULLY SUBMITTED this 29th day of August, 1983 at Anchorage, Alaska.

JERMAIN, DUNNAGAN & OWENS
Attorneys for Petitioner

By William K. Jermain
William K. Jermain

AFFIDAVIT OF SERVICE

STATE OF ALASKA)
: ss.

THIRD JUDICIAL DISTRICT

Jan Kassem being first duly sworn, depose and state as follows: I am employed by the law firm of JERMAIN, DUNNAGAN & OWENS. On the 29th day of Aug. 1983, true and correct copies of Petition

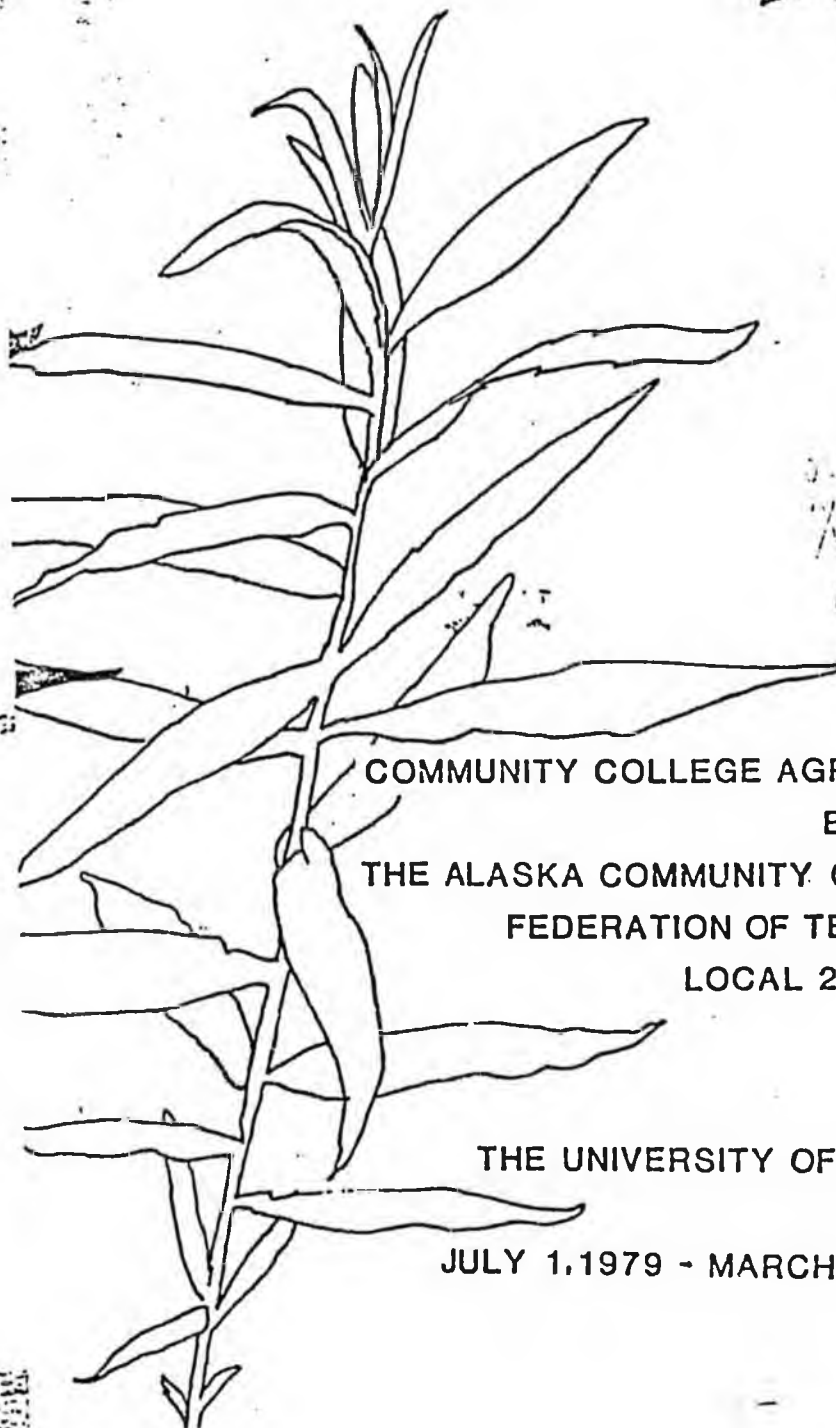
were served on E. Van - [unclear] Steve [unclear]
Bill Paugaukie Jan Kassem
by: DELIVERED TO OFFICE MAIL

SUBSCRIBED & SWORN to before me the day and year first above written.

Kenneth J. Subarney
NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: 3-12/84

JERMAIN, DUNNAGAN & OWENS
ATTORNEYS AT LAW
901 WEST FIREWELD LANE, SUITE 201
ANCHORAGE, ALASKA 99503
(907) 276-0532

Exhibit
A



COMMUNITY COLLEGE AGREEMENT
BETWEEN
THE ALASKA COMMUNITY COLLEGE
FEDERATION OF TEACHERS
LOCAL 2404, AFT

AND

THE UNIVERSITY OF ALASKA

JULY 1, 1979 - MARCH 31, 1981

Johnson, Labor Relations

Exhibit C 7/25/83
B

file
no 1
a
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negotiations

Please provide a copy of the memo you quoted from regarding failure of the Union of Alaska to requesting for continuation of our contract including the annual step increases

This request is based on Article 1.4 of the contract. Also we request a copy of the memo as provided by the function of employees Act.

The Union is willing to pay the amount for any costs incurred in the office.

Sincerely
Michael J. Jensen
Jensen Chairman



UNIVERSITY OF ALASKA

3211 PROVIDENCE DRIVE
ANCHORAGE, ALASKA 99504

OFFICE OF THE
CONTRACT MANAGER

TO: Mike Turner
Grievance Chairman, ACCFT Local 2404

FROM: Evan G. Johnson
Manager of Labor Relations

DATE: July 29, 1983

SUBJECT: ACCFT Lane and Step Change Funding FY84

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ACCEL

Enclosed with this memo, are three attachments documenting the steps by which funds for the ACCFT lane and step changes were ultimately deleted from the budget by the legislature. The ACC budget was used for demonstration purposes.

Attachment 1 is a copy of Form 5 for Anchorage Community College. The relevant line is Line 4 showing the funds the University requested for Personal Services Adjustments for ACC. The total of \$891.4 includes both 7.5% for noncovered employees and 4.1% for covered employees. The funding source is broken down into General Fund and Program Receipts. The Program Receipts apply to Auxiliary Services. This document represents what the University requested from the legislature and the Governor last October, 1982.

Attachment 2 is a copy of the Anchorage Community College short-form from the budget as delivered to the legislature from the Governor. The relevant portion is in the Governor Analysis section on page 23-24 of Attachment 2. Under the Governor's Analysis, it shows a decrease in the salary adjustment of \$332.0. This is explained in the note on page 24. Basically they deleted \$332.0 from the total of \$891.4 the University requested which represented 4.5% for noncovered employees. The remaining 3% for covered employees and 4.1% for bargaining unit members totaled \$559.4 and that amount remained in the continuation level.

Later on in the legislative session, the Governor amended his budget and subsequently deleted those funds; however, the next relevant document is Attachment 3 which represents the Conference Committee short-form for ACC. The relevant pages are page 25 and 25a. Both the House and Senate analysis show deletion equaling or exceeding the Personal Services adjustments remaining in the continuation level. Information communicated to the University indicates that the purpose for these deletions was very simply put - deletion of all step and lane changes and any pay increases within the budget.

cc: Chancellor Biggerstaff
Chancellor Melican
Chancellor Paradise

Item and Explanation		Amount	Funding Sources				100 Personnel Services	200 Travel	300 Contractual Services	400 Commodities	500 Equipment	Other
1.	FY03 Authorized (Form 4A)	20,298.4	FED 1,245.8 GFM 22.0 GF 14,783.2 IAR 338.5	ORR 890.1 PR 950.1 SF 1,963.3 ICR 105.4		15,972.1	158.3	1,041.4	1,079.3	185.6	1,861.7	
2.	Less One-time Items (Include All Equipment)	(185.6)	GF (154.8) PR (8.8)	ORR (20.0) ICR (2.0)		()	()	()	()	(185.6)	()	
3.	Plus FY04 Replacement Equipment (Form 17, Line 1, Column 5)	228.1	GF 228.1							228.1		
4.	Personnel Services Adjustment	891.4	GF 868.1 PR 23.3			891.4						
5.	Sub-total	21,232.3	FED 1,245.8 GFM 22.0 GF 15,724.6 IAR 338.5	ORR 870.1 PR 964.6 SF 1,963.3 ICR 103.4		16,863.5	158.3	1,041.4	1,079.3	228.1	1,861.7	
6.	Plus Inflation Adjustment	157.0	GF 127.4 PR 29.5				9.0	59.9	63.8		24.3	
7.	Sub-total	21,389.3	FED 1,245.8 GFM 22.0 GF 15,852.0 IAR 338.5	ORR 870.1 PR 994.2 SF 1,963.3 ICR 103.4		16,863.5	167.3	1,101.3	1,143.1	228.1	1,886.0	
8.	Adjustments to and within Continuation (Form 5A's)	787.5	PR 28.0 GF 734.1	ORR .0 FED 24.0		965.5	10.5	68.0	4.5	8.6	(269.6)	
9.	FY04 Continuation Level	22,176.8	FED 1,270.4 GFM 22.0 GF 16,586.1 IAR 338.5	ORR 870.9 PR 1,022.2 SF 1,963.3 ICR 103.4		17,829.0	-177.8	1,169.3	1,147.6	236.7	1,616.4	

AGENCY UNIVERSITY OF ALASKA

PROGRAM ADULT AND POSTSECONDARY EDUCATION

5 COMPONENT CONTINUATION

DIU UNIVERSITY OF ALASKA

COMPONENT ANCHORAGE COMMUNITY COLLEGE

Revised

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FY84



ATTACHMENT 1

STATE OF ALASKA -- BUDGET UNIT SUMMARY

15:08

1/25/83

AGENCY: UNIVERSITY OF ALASKA
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE CC

COMPONENT DESCRIPTION	FY83 ATH	FY83 SUP	CONT.	REQUEST	GOV AMD	GOVERNOR	HOUSE	SENATE	F.C.C	BILLS	LEG.REC
ANCHORAGE CC	20298.4		21844.8	24137.1		22501.0					
** TOTAL	20298.4		21844.8	24137.1		22501.0					
** CHANGE VERSUS FY83				18.9%	-100.0%	10.8%	-100.0%	-100.0%	-100.0%		
OBJECT DESCRIPTION											
PERS. SERV.	15972.1		17497.0	19120.3		17997.5					
TRAVEL	158.3		177.8	209.7		183.5					
CONTRACTUAL	1041.3		1169.3	1425.1		1191.5					
COMMODITIES	1079.4		1147.6	1250.1		1183.7					
EQUIPMENT	185.6		236.7	414.4		328.4					
LANDS/DLDGS				101.1							
GRANTS, CLMS	946.1		946.1	946.1		946.1					
MISC.	915.6		670.3	670.3		670.3					
FUNDING SUMMARY											
FED. RECEIPT	1245.8		1270.4	1270.4		1270.4					
G. F. MATCH	22.0		22.0	22.0		22.0					
GENERAL FUND	14783.2		16254.1	17890.2		16254.1					
PGM RECEIPTS	3908.9		3959.8	4616.0		4616.0					
OTHER FUNDS	338.5		338.5	338.5		338.5					
** GENERAL FUND CHANGE VS. FY83 ATH				21.0%	-100.0%	9.9%	-100.0%	-100.0%	-100.0%		
POSITIONS											
FULL TIME	289.0		298.0	330.0		304.0					
PART TIME	42.0		43.0	47.0		46.0					
STAFF MONTHS	4746.0		4847.0	5354.5		5034.0					

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ATTACHMENT 2

PAGE 21

02-23-20-01-00 (45-14-1-05-02-00)

STATE OF ALASKA -- COMPONENT BUDGET SUMMARY

15:08

1/25/83

AGENCY: UNIVERSITY OF ALASKA
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE CC
 SUB-PROGRAM: ANCHORAGE CC

EXPENDITURES & FUNDING	FISCAL YEAR 1984												
	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOV AMD	(08) GOVERNOR	(09) HOUSE	(10) SENATE	(11) F.C.C.	(12) BILLS	(13) LEG.REC
01 PERS. SERV.	16336.5	15972.1	330.7		17497.0	19120.3		17997.5	17624.6	17657.8			
02 TRAVEL	185.3	158.3	30.0		177.8	209.7		183.5	142.5	145.7			
03 CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1		1191.5	1131.6	1142.9			
04 COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1		1183.7	1119.9	1152.0			
05 EQUIPMENT	443.7	185.6	32.0		236.7	414.4		328.4	214.3	214.4			
06 LANDS/BLDGS						101.1							
07 GRANTS, CLMS	592.0	946.1			946.1	946.1		946.1	946.1	650.6 946.1			
08 MISC.	112.9	915.6			670.3	670.3		670.3	646.0	650.6			
MM TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1		22501.0					
09 I-A TRANSFER													
10 FED. RECEIPT	910.0	1245.8			1270.4	1270.4		1270.4					
11 G. F. MATCH		22.0			22.0	22.0		22.0					
12 GENERAL FUND	14672.9	14783.2			16254.1	17890.2		16254.1	15600.1	15642.6			
13 PGM RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0		4616.0					
14 OTHER FUNDS	335.3	338.5			338.5	338.5		338.5					
15 FULL TIME	304.0	289.0	2.0		298.0	330.0		304.0					
16 PART TIME	43.0	42.0			43.0	47.0		46.0					
17 TEMPORARY													
18 STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5		5034.0					

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05 EQUIPMENT	142.8	76.9%	(19.0). CHUGTAK 0.5, SUMMER 17.0, DIETETIC 1.0, ALTERNATIVE INSTRUCTION 11.0, INDIVIDUALIZED INSTRUCTION 5.0, SUPPORT 1.5.
08 MISC.	-245.3	-26.8%	ONE-TIME EQUIP (185.6), REPLACEMENT EQUIP. 228.1, TRANS. FROM CE 5.7, TRANS. FROM MISC 2.9, EAGLE RIVER 7.0, DIETETIC 2.2, ALTERNATIVE INSTRUCTIONAL 24.0, INSTRUCTIONAL EQUIP. 48.5, WORD PROCESSOR 10.0.
** TOTALS	2202.6	10.9%	INFLATION 24.3, TRANS. TO OTHER LINE ITEMS (269.6).

POSITIONS AUTHORIZED
TITLE

TITLE	LOCATION	TYPE	APP	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
20 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
21 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
22 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
23 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
24 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
25 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
26 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
27 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
** TOTALS			9	279.5			279.5

* [THE UNIVERSITY REQUESTED A 7.5% PERSONAL SERVICE ADJUSTMENT ON THE FORM 5 TOWARD IMPLEMENTATION OF A NEW COMPENSATION PLAN. THE INCREASE WAS HIGHER THAN NORMAL, HENCE, THE REQUEST WAS REDUCED TO 559.4 IN CONTINUATION AND 332.0 WAS RECORDED AS AN INCREMENT.

A.c.c.

RECEIVED
AUG - 1 1983
ACCFT

AGENCY: UNIVERSITY OF ALASKA
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE
 SUB-PROGRAM:

FISCAL YEAR 1984

EXPENDITURES FUNDING	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOVERNOR	(08) GOV. AMD.	(09) HOUSE	(10) SENATE	(11) C. C.	(12) BILLS	(13) LEG. REC
PERS. SERV.	16336.5	15972.1	380.7		17497.0	19120.3	17997.5	17997.5	17491.9	<u>17507.5</u>			
TRAVEL	185.3	158.3	30.0		177.8	209.7	183.5	183.5	165.2	<u>131.0</u>			
CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1	1191.5	1191.5	1236.2	<u>1357.7</u>			
COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1	1183.7	1183.7	1185.2	<u>1186.7</u>			
EQUIPMENT	443.7	185.6	32.0		236.7	414.4	328.4	328.4	214.4	<u>216.4</u>			
LANDS/BLDGS						101.1							
GRANTS, CLMS	592.0	946.1			946.1	946.1	946.1	946.1	946.1	<u>946.1</u>			
MISC.	112.9	915.6			670.3	670.3	670.3	670.3	670.3	<u>1263.4</u>			
TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1	22501.0	22501.0	21909.3	<u>22608.8</u>			
IN-A TRANSFER													
FED. RECEIPT	910.0	1245.8			1270.4	1270.4	1270.4	1270.4	1270.4	1270.4			
S. F. MATCH		22.0			22.0	22.0	22.0	22.0	22.0	22.0			
GENERAL FUND	14672.9	14783.2			16254.1	17890.2	16254.1	16254.1	15662.4	15361.9			
IGN RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0			
OTHER FUNDS	335.3	338.5			338.5	338.5	338.5	338.5	338.5	338.5			
FULL TIME	304.0	289.0	2.0		298.0	336.0	304.0	304.0	306.0	308.0			
PART TIME	43.0	42.0			43.0	47.0	46.0	46.0	46.0	46.0			
TEMPORARY													
STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0			

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ATTACHMENT 3

AGENCY: UNIVERSITY OF ALASKA
 CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE
 SUB-PROGRAM:

NEW POSITIONS...

TITLE	LOCATION	TYPE	REQ	S&B COST	OTH.COST	TOT.COST	FED.FUND	GEN.FUND	OTH.FUND	GV	IIS	SH	FC	I
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0	3.0	39.0			39.0			1		1
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0		40.0			40.0			1		1
6 COORDINATOR	ANCHORAGE	FULL	1	44.5	5.3	49.8			49.8			1		1
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0	1.4	14.4			14.4			1		1
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0		26.0			26.0			2		2
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7		29.7				1		1
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1				1		1
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1		24.1						1
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1	7.4	37.5		37.5						1
NEW POSITION TOTALS			13	387.5	17.1	404.6		115.4	289.2			11		13

REVISED PROGRAMS, GOVERNOR AMENDMENTS, SUPPLEMENTAL & SPECIAL APPROPRIATIONS AND FISCAL NOTES...

REVISED PROGRAMS: LB-3-1 \$656.2

HOUSE ANALYSIS

OBJECT GROUP	VARIATION	DESCRIPTION:
PERS. SERV.	-505.6 -2.8%	DELETE CONTINUATION ADJUSTMENT <559.4>, CUSTODIAN & SECRETARY FOR AVIATION BUILDING 53.8.
TRAVEL	-18.3 -10.0%	REDUCE TRAVEL 10% <18.3>.
CONTRACTUAL	44.7 3.8%	AVIATION BUILDING CONTRACTUAL 44.7.
COMMODITIES	1.5 0.1%	AVIATION BUILDING COMMODITIES 1.5.
EQUIPMENT	-114.0 -34.7%	REDUCE REPLACEMENT EQUIPMENT 50% EXCLUDING LIBRARY BOOKS <114.0>.
TOTALS	-591.7 -2.6%	

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3

POSITIONS AUTHORIZED
TITLE

TITLE	LOCATION	TYPE	APP	S&D COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
44 TOTALS			11	333.3		53.8	279.5

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE AND UNIVERSITY OF ALASKA, ANCHORAGE TO BEGIN AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

***** SENATE ANALYSIS *****

OBJECT GROUP	VARIATION	DESCRIPTION: SENATE (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
RS. SERV.	-490.0 -2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0.
LEVEL	-52.5 -28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
INACTUAL	166.2 13.9%	INCREMENTS 166.2.
IMMODITIES	3.0 0.3%	INCREMENTS 3.0.
EQUIPMENT	-112.0 -34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
SC.	593.1 88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
TOTALS	107.8 0.5%	

POSITIONS AUTHORIZED
TITLE

TITLE	LOCATION	TYPE	APP	S&D COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1		30.1	
44 TOTALS			13	387.5		108.0	279.5

RECEIVED
AUG - 1 1983
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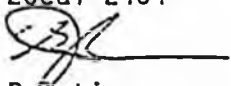
UNIVERSITY OF ALASKA

3211 PROVIDENCE DRIVE
ANCHORAGE, ALASKA 99504

Exhibit C

OFFICE OF THE
CONTRACT MANAGER

TO: Ralph McGrath
President, ACCFT Local 2404

FROM: Evan G. Johnson 
Manager of Labor Relations

DATE: May 3, 1983

SUBJECT: Contract Exceptions

RECEIVED
MAY 04 1983

ACCEL
at resolution - load
Johnson - E.G. to RMC
c 9:30 AM

Your memo on this subject to Roger Worsley and George Melican has been forwarded to my office for a reply.

As you are aware wages, hours and other terms and conditions of employment cannot be changed prior to an impasse unless the parties in the collective bargaining process agree to the changes.

Under the terms and conditions that existed at the time of the expiration of the old contract the pay and other conditions of the site visitation and Bush course assignments were to be determined by the Bargaining Unit Member, the Union and the University. This practice should continue until there is an impasse in the negotiation for a new contract or the parties agree otherwise.

You are correct in stating that there can be no exceptions to the old contract. The reason is because the old contract has expired. But as mentioned above, wages, hours and other terms and conditions of employment cannot be changed absent an impasse or an agreement. Thus, the parties would not seek a contract exception because no contract exists but the parties can agree to change the status quo concerning wages, hours, and other terms and conditions of employment that existed under the old contract. If you have any other questions regarding this matter, please contact me.

cc: Chancellors Biggerstaff, Melican, and Paradise
Roger Worsley

Exhibit D

Alaska State Legislature

House of Representatives

Al Adams
Chairman
Committee on Finance



Official Business

WHILE IN SESSION
Pouch V
State Capitol
Juneau, Alaska 99811
(907) 465-3706
OUT OF SESSION
P.O. Box 333
Kotzebue, Alaska 99752
(907) 442-3320
1024 W. 6th
Anchorage, Alaska 99501
(907) 274-0615

August 17, 1983

Mr. Ralph McGrath
President
ACCFT
2533 Providence Avenue
Anchorage, AK 99508

Dear Mr. McGrath:

You have requested clarification on legislative intent regarding funding for lane and step increases for employees covered by the ACCFT bargaining unit of the University of Alaska for Fiscal Year 1984. Frankly, I don't believe this question was specifically addressed by the House Finance Committee or the Conference Committee on the Budget.

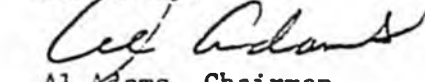
As you are aware the Conference Committee deleted funds for "salary adjustments" in all components of the University budget. It was my understanding that these funds represented lane and step increases for non-covered employees of the University. It was further my understanding that all salary increases for ACCFT employees would be presented to the legislature for funding next session after a new contract had been negotiated between the federation and the University administration. To my knowledge the question of whether or not ACCFT employees were to receive lane and step increases in FY 84 in the event that a settlement was not reached on a new contract and the existing contract remained in effect was never discussed.

In any event the fact that the "salary adjustments" were eliminated from the budget is not relevant to the question of whether or not any employee of the University should receive lane and step increases in FY 84. It was never the intent of the legislature to prohibit the University from paying lane and step increases in FY 84. Rather it was the legislature's position that such increases should be paid out of existing funds--primarily savings generated from normal vacancy and turnover in the University system. This is the way that other executive branch agencies fund the so-called "merit increases" awarded to employees in the state's classified service. Indeed as far as the legislature is concerned, the lane and step increases awarded to university employees is viewed as synonymous with the "merit increases" awarded to other state employees.

Finally, I would like to reiterate that the legislature did not attempt to anticipate any settlement that might be reached between the ACCFT and the University administration. It remains my expectation that a new contract

will be presented to the legislature next session along with a request for funding of the contract. That request will be given due consideration by the House Finance Committee as part of the regular budget process.

Sincerely,


Al Adams, Chairman
House Finance Committee

APA/el

cc: Rep. Terry Martin, Chairman
University of Alaska Budget Subcommittee

Exhibit
E

STATE OF ALASKA -- BUDGET UNIT SUMMARY

15:46

11/05/83

AGENCY: UNIVERSITY OF ALASKA
CATEGORY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE

COMPONENT DESCRIPTION	FY83 ATH	FY83 SUP	CONT.	REQUEST	GOVERNOR	GOV.AMD.	HOUSE	SENATE	C. C.	BILLS	LEG.REC.
	20298.4		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
** TOTAL	20298.4		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
** CHANGE VERSUS FY83 ATH				18.9%	10.8%	10.8%	7.9%	11.3%	11.3%		
OBJECT DESCRIPTION											
PERS. SERV.	15972.1		17497.0	19120.3	17997.5	17997.5	17491.9	17507.5	17507.5		
TRAVEL	158.3		177.8	209.7	183.5	183.5	165.2	131.0	131.0		
CONTRACTUAL	1041.3		1169.3	1425.1	1191.5	1191.5	1235.2	1357.7	1357.7		
COMMODITIES	1079.4		1147.6	1250.1	1133.7	1183.7	1135.2	1186.7	1186.7		
EQUIPMENT	185.6		236.7	414.4	328.4	328.4	214.4	216.4	216.4		
LANDS/BLDGS				101.1							
GRANTS, CLMS	946.1		946.1	946.1	946.1	946.1	946.1	946.1	946.1		
MISC.	915.6		670.3	670.3	670.3	670.3	670.3	1263.4	1263.4		
FUNDING SUMMARY											
FED. RECEIPT	1245.8		1270.4	1270.4	1270.4	1270.4	1270.4	1270.4	1270.4		
G. F. MATCH	22.0		22.0	22.0	22.0	22.0	22.0	22.0	22.0		
GENERAL FUND	14783.2		16254.1	17890.2	16254.1	16254.1	15662.4	15361.9	15361.9		
PGM RECEIPTS	3908.9		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0	5616.0		
OTHER FUNDS	338.5		338.5	338.5	338.5	338.5	338.5	338.5	338.5		
** GENERAL FUND CHANGE VS. FY83 ATH				21.0%	9.9%	9.9%	5.9%	3.9%	3.9%		
POSITIONS											
FULL TIME	289.0		298.0	330.0	304.0	304.0	305.0	308.0	308.0		
PART TIME	42.0		43.0	47.0	46.0	46.0	46.0	46.0	46.0		
STAFF MONTHS	4746.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0	5082.0		

02-23-20-01-00 (45-14-1-05-02-00)

STATE OF ALASKA -- COMPONENT BUDGET SUMMARY

15:46

7/05/83

AGENCY: UNIVERSITY OF ALASKA
CATEGORY: UNIVERSITY OF ALASKAPROGRAM: ANCHORAGE COMMUNITY COLLEGE
SUB-PROGRAM:

EXPENDITURES & FUNDING	FISCAL YEAR 1984												
	(01) FY82 ACT	(02) FY83 ATH	(03) FY83 RP	(04) FY83 SUP	(05) CONT.	(06) REQUEST	(07) GOVERNOR	(08) GOV.AMD.	(09) HOUSE	(10) SENATE	(11) C. C.	(12) BILLS	(13) LEG.REC.
01 PERS. SERV.	16336.5	15972.1	380.7		17497.0	19120.3	17997.5	17997.5	17491.9	17507.5	17507.5		
02 TRAVEL	185.3	158.3	30.0		177.8	209.7	183.5	183.5	185.2	131.0	131.0		
03 CONTRACTUAL	860.4	1041.3	107.5		1169.3	1425.1	1191.5	1191.5	1234.2	1357.7	1357.7		
04 COMMODITIES	979.1	1079.4	106.0		1147.6	1250.1	1183.7	1183.7	1175.2	1186.7	1186.7		
05 EQUIPMENT	443.7	185.6	32.0		236.7	414.4	328.4	328.4	214.4	216.4	216.4		
06 LANDS/BLDGS						101.1							
07 GRANTS, CLMS	592.0	946.1			946.1	946.1	946.1	946.1	946.1	946.1	946.1		
08 MISC.	112.9	915.6			670.3	670.3	670.3	670.3	670.3	1263.4	1263.4		
** TOTAL EXPEND	19509.9	20298.4	656.2		21844.8	24137.1	22501.0	22501.0	21909.3	22608.8	22608.8		
09 I-A TRANSFER													
10 FED. RECEIPT	910.0	1245.8			1270.4	1270.4	1270.4	1270.4	1270.4	1270.4	1270.4		
11 G. F. MATCH		22.0			22.0	22.0	22.0	22.0	22.0	22.0	22.0		
12 GENERAL FUND	14672.9	14783.2			16254.1	17890.2	16254.1	16254.1	15662.4	15361.9	15361.9		
13 PGM RECEIPTS	3591.7	3908.9	656.2		3959.8	4616.0	4616.0	4616.0	4616.0	5616.0	5616.0		
14 OTHER FUNDS	335.3	338.5			338.5	338.5	338.5	338.5	338.5	338.5	338.5		
15 FULL TIME	304.0	289.0	2.0		298.0	330.0	304.0	304.0	306.0	308.0	308.0		
16 PART TIME	43.0	42.0			43.0	47.0	46.0	46.0	46.0	46.0	46.0		
17 TEMPORARY													
18 STAFF MONTHS	4921.0	4746.0	58.0		4842.0	5354.5	5034.0	5034.0	5058.0	5082.0	5082.0		

02-23-20-01-00 (45-14-1-05-02-00)

STATE OF ALASKA -- COMPONENT BUDGET ANALYSIS

15:46

7/05/83

AGENCY: UNIVERSITY OF ALASKA
 CATEGRY: UNIVERSITY OF ALASKA

PROGRAM: ANCHORAGE COMMUNITY COLLEGE
 SUB-PROGRAM:

NEW POSITIONS...

TITLE	LOCATION	TYPE	REQ	S&B	COST	OTH.COST	TOT.COST	FED.FUND	GEN.FUND	OTH.FUND	GV	HS	SN	FC	FN
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1		36.0	3.0	39.0			39.0		1	1	1	
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1		40.0		40.0			40.0		1	1	1	
6 COORDINATOR	ANCHORAGE	FULL	1		44.5	5.3	49.8			49.8		1	1	1	
7 PERSONAL SECRETARY	ANCHORAGE	PART	1		13.0	1.4	14.4			14.4		1	1	1	
8 PERSONAL SECRETARY	ANCHORAGE	PART	2		26.0		26.0			26.0		2	2	2	
9 CUSTODIAN	ANCHORAGE	FULL	1		29.7		29.7		29.7			1	1	1	
10 SECRETARY	ANCHORAGE	FULL	1		24.1		24.1		24.1			1	1	1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1		24.1		24.1		24.1			1	1	1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1		30.1	7.4	37.5		37.5					1	1
** NEW POSITION TOTALS			13		387.5	17.1	404.6		115.4	289.2		11	13	13	

REVISED PROGRAMS, GOVERNOR AMENDMENTS, SUPPLEMENTAL & SPECIAL APPROPRIATIONS AND FISCAL NOTES...

REVISED PROGRAMS: L8-3-1 \$656.2

HOUSE ANALYSIS

OBJECT GROUP	VARIATION	DESCRIPTION:	HOUSE (\$21,909.3) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-505.6 -2.8%	DELETE CONTINUATION ADJUSTMENT <559.4>, CUSTODIAN & SECRETARY FOR AVIATION BUILDING 53.8.	
02 TRAVEL	-18.3 -10.0%	REDUCE TRAVEL 10% <18.3>.	
03 CONTRACTUAL	44.7 3.8%	AVIATION BUILDING CONTRACTUAL 44.7.	
04 COMMODITIES	1.5 0.1%	AVIATION BUILDING COMMODITIES 1.5.	
05 EQUIPMENT	-114.0 -34.7%	REDUCE REPLACEMENT EQUIPMENT 50% EXCLUDING LIBRARY BOOKS <114.0>.	
** TOTALS	-591.7 -2.6%		

POSITIONS AUTHORIZED TITLE	LOCATION	TYPE	APP	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
MM TOTALS			11	333.3		53.8	279.5

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE AND UNIVERSITY OF ALASKA, ANCHORAGE TO BEGIN AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

***** SENATE ANALYSIS *****

OBJECT GROUP	VARIATION		DESCRIPTION: SENATE (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-490.0	-2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0.
02 TRAVEL	-52.5	-28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
03 CONTRACTUAL	166.2	13.9%	INCREMENTS 166.2.
04 COMMODITIES	3.0	0.3%	INCREMENTS 3.0.
05 EQUIPMENT	-112.0	-34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
08 MISC.	593.1	88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
MM TOTALS	107.8	0.5%	

POSITIONS AUTHORIZED
TITLE

TITLE	LOCATION	TYPE	AP.	S&B COSTS	FED.FUND	GEN.FUND	OTH.FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	30.1		30.1	
MM TOTALS			13	387.5		108.0	279.5

INCREMENT DETAIL: AVIATION BUILDING OPERATIONS 190.0, CHUGIAK-EAGLE RIVER OFFICE LEASE 8.8,
OFF-CAMPUS INSTRUCTION SPACE LEASES 134.9, VOCATIONAL TRAINING FOR DEVELOPMENTALLY DISABLED
37.5.

***** C. C. ANALYSIS *****

OBJECT GROUP	VARIATION	DESCRIPTION: C. C. (\$22,608.8) VERSUS GOV.AMD. (\$22,501.0)
01 PERS. SERV.	-490.0 -2.7%	DELETE SALARY ADJUSTMENT <598.0>, INCREMENTS 108.0. ✓
02 TRAVEL	-52.5 -28.6%	INCREMENTS 2.0, REDUCE TRAVEL <54.5>.
03 CONTRACTUAL	166.2 1.9%	INCREMENTS 166.2.
04 COMMODITIES	3.0 0.3%	INCREMENTS 3.0.
05 EQUIPMENT	-112.0 -34.1%	REDUCE EQUIPMENT <114.0>, INCREMENTS 2.0.
08 MISC.	593.1 88.5%	TRANSFER FROM UAA 1000.0, ALLOCATE 2.5% REDUCTION <406.9>.
MM TOTALS	107.8 3.5%	

POSITIONS AUTHORIZED
TITLE

TITLE	LOCATION	TYPE	APP	S&B COSTS	FED. FUND	GEN. FUND	OTH. FUND
1 COORDINATOR, EAGLE RIVER	ANCHORAGE	FULL	1	36.0			36.0
2 TEACHER-COMPUTER INFO SYSTEMS	ANCHORAGE	FULL	1	40.0			40.0
3 TEACHER-ACCOUNTING	ANCHORAGE	FULL	1	40.0			40.0
4 TEACHER-ARCH & ENGINEER TECH	ANCHORAGE	FULL	1	40.0			40.0
5 TEACHER/DESIGN DRAFTING	ANCHORAGE	FULL	1	40.0			40.0
6 COORDINATOR	ANCHORAGE	FULL	1	44.5			44.5
7 PERSONAL SECRETARY	ANCHORAGE	PART	1	13.0			13.0
8 PERSONAL SECRETARY	ANCHORAGE	PART	2	26.0			26.0
9 CUSTODIAN	ANCHORAGE	FULL	1	29.7		29.7	
10 SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
11 PERSONAL SECRETARY	ANCHORAGE	FULL	1	24.1		24.1	
12 VOCATIONAL TRAINING COORD.	ANCHORAGE	FULL	1	36.1		30.1	
** TOTALS			13	387.5		108.0	279.5

INCREMENT DETAIL: AVIATION BUILDING OPERATIONS 100.0, CHUGIAK-EAGLE RIVER OFFICE LEASE 8.8,
OFF-CAMPUS INSTRUCTION SPACE LEASES 134.9, VOCATIONAL TRAINING FOR DEVELOPMENTALLY DISABLE
37.5.

LEGISLATIVE INTENT:

A PORTION OF THE FUNDING PROVIDED HEREIN SHALL BE USED BY THE ANCHORAGE COMMUNITY COLLEGE TO BEGIN
AN AIRWAY SCIENCE PROGRAM TO PREPARE ALASKANS AS AIR TRAFFIC CONTROLLERS.

HB 105 AN ACT MAKING APPROPRIATIONS FOR THE OPERATING AND CAPITAL EXPENSES OF STATE GOVERNMENT;
AND PROVIDING FOR AN EFFECTIVE DATE

AMENDED TITLE: CCS*

PRIME SPONSORS: RULES

BY REQUEST OF: GOVERNOR

<u>DATE</u>	<u>SEQ. NO.</u>	<u>JOURNAL PAGE</u>	<u>HOUSE ACTION</u>	<u>DATE</u>	<u>SEQ. NO.</u>	<u>JOURNAL PAGE</u>	<u>SENATE ACTION</u>
03/25/83	01	0628	FIRST READING -- COMMITTEE REPORTS	✓ 05/30/83	31	1143	FIRST READING -- COMMITTEE REPORTS
03/25/83	02	0628	GOV TRANSMITTAL LETTER	06/14/83	32	1298	FIN -- CS07
05/26/83	03	1542	FIN -- CS08, NRO2	06/15/83	33	1317	RLS -- NRO2, OTHER05 TAKEN UP IMMEDIATELY
05/26/83	04	1543	LETTER OF INTENT				
05/27/83	05	1560	SECOND READING	06/15/83	34	1326	SECOND READING
05/27/83	06	1560	FIN CS ADOPTED BY UNAN CONSENT	06/15/83	35	1326	FIN CS ADOPTED BY UNAN CONSENT
05/27/83	07	1561	AM01 NOT ADOPTED BY DIV 12-26-02	06/15/83	36	1327	AM01 ADOPTED BY DIV 13-07-00
05/27/83	08	1562	AM02 NOT ADOPTED BY DIV 13-25-02	06/15/83	37	1328	AM02 ADOPTED BY UNAN CONSENT
05/27/83	09	1563	AM03 NOT ADOPTED BY DIV 13-25-02	06/15/83	38	1328	ADVANCED TO 3RD READING BY UNAN CONSENT
05/27/83	10	1564	AM04 NOT ADOPTED BY DIV 13-26-01				
05/27/83	11	1565	ACTION 007 NOT RESCINDED BY DIV 13-26-01	06/15/83	39	1328	THIRD READING
05/27/83	12	1566	AM05 NOT ADOPTED BY DIV 13-26-01	06/15/83	40	1329	PASSED BY DIV 15-05-00
05/27/83	13	1567	AM06 NOT ADOPTED BY DIV 13-26-01	06/15/83	41	1329	EFFECTIVE DATE VOTE SAME AS PASSAGE
05/27/83	14	1569	AM07 NOT ADOPTED BY DIV 12-27-01				
05/27/83	15	1570	AM08 WITHDRAWN	06/16/83	43	1343	FAILED TO RECEDE FRM AMS BY DIV 00-20-00
05/27/83	16	1570	AM09 NOT ADOPTED BY DIV 12-27-01	✓ 06/16/83	44	1343	GC -- SACKETT BENNETT JOSEPHSON
05/27/83	17	1571	AM10 NOT ADOPTED BY DIV 11-28-01	06/22/83	47	1440	LIMITED POWERS OF FCC GRANTED
05/27/83	18	1572	AM11 NOT ADOPTED BY DIV 13-26-01	✓ 06/26/83	48	1581	CC RECOMMENDS CCS
05/27/83	19	1573	AM12 NOT ADOPTED BY DIV 12-27-01	✓ 06/26/83	49	1582	CC REPORT ADOPTED BY DIV 17-02-01
05/27/83	20	1574	AM13 NOT ADOPTED BY DIV 13-26-01	06/26/83	50	1582	EFFECTIVE DATE PASSED BY DIV 19-00-01
05/27/83	21	1575	AM14 NOT ADOPTED BY DIV 13-26-01				
05/27/83	22	1576	AM15 NOT ADOPTED BY DIV 11-28-01				
05/27/83	23	1577	AM16 NOT ADOPTED BY DIV 12-27-01				
05/27/83	24	1578	AM17 NOT ADOPTED BY DIV 09-30-01				
05/27/83	25	1579	AM18 NOT ADOPTED BY DIV 13-26-01				
05/27/83	26	1580	AM19 NOT ADOPTED BY DIV 11-28-01				
05/27/83	27	1581	ADVANCED TO 3RD READING BY UNAN CONSENT				
05/27/83	28	1581	THIRD READING				
05/27/83	29	1581	PASSED BY DIV 28-11-01				
05/27/83	30	1581	EFFECTIVE DATE VOTE SAME AS PASSAGE				
06/15/83	42	1728	FAILED TO CONC IN (S) AMS BY DIV 00-36-04				
06/16/83	45	1739	CC -- ADAMS BETTIS/DR. DUNCAN				
06/22/83	46	1892	LIMITED POWERS OF FCC GRANTED				
06/26/83	51	2113	CC REPOR. ADOPTED BY DIV 31-09-00				
06/26/83	52	2113	EFFECTIVE DATE VOTE SAME AS PASSAGE				

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'
FEDERATION OF TEACHERS,
Local 2404,

Charging Party,

vs.

UNIVERSITY OF ALASKA,

Respondent.

Case No. 83- 7

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, AK 99508.

2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1), (3) and (5) by the following acts.

5. That the University has refused to meet at any alternate site as proposed by the union, specifically the International Brotherhood of Electrical Workers conference room, the Teamsters Union conference rooms, or the Alaska Laborers District Council conference rooms, and insists that the only alternate sites for such meeting to be the ACCFT office or the Faculty Lounge located on the Anchorage Community College campus. The University is fully aware such sites are not available, since

the union office must be used for other purposes after the beginning of the academic year, and that the faculty lounge is a benefit enjoyed by instructors at the Community College that is also shared by classified employees, and that neither location is available. The University, fully knowing this fact, has refused to agree to any alternate sites proposed by the Union. The Union has proposed neutral sites, specifically Alaska Pacific University, the Municipality of Anchorage Assembly offices on Tudor Road, and St. Mary's Episcopal Church. The University insists on Conference Room A being their site, refusing to agree to any of the Union's alternate sites, other than to reject same. The University has tentatively agreed to a neutral site, specifically Alaska Pacific University as an alternate to the site it selects, specifically Conference Room A, but refuses to discuss additional locations.

6. The University is bargaining in bad faith by the totality of its conduct, having no intention of meeting in any other location than those designated by the University. Its reasons for insisting on Conference Room A, specifically accessibility to a computer and other records, is spurious and made in bad faith, since it will tentatively agree to the neutral site, specifically Alaska Pacific University.

7. The Union has an equal right to designate alternate sites for negotiation and Union's proposals are reasonable and made in good faith. The University's insistence on the Union office or faculty lounge as the only alternate sites for meetings, knowing that such facilities are not available, are made only to deprive members of the bargaining unit of a benefit they presently enjoy.

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES')	
FEDERATION OF TEACHERS,)	
Local 2404,)	
)	
Charging Party,)	
)	
vs.)	Case No. 83- <u>6</u>
)	
UNIVERSITY OF ALASKA,)	
)	
Respondent.)	
)	
)	

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, AK 99508.

2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1), (3) and (5) by the following acts.

5. That the University has refused to meet with the union bargaining team, except on Mondays and Wednesdays from 2:00-5:00 p.m. and Fridays as available. The University is aware that Phillip Slattery, one of the members of the bargaining team, teaches at Sitka Community College and would have to be flown to Anchorage on those days for that limited period of time for negotiations. In addition, the University has granted release time to members of the bargaining team and provided substitutes

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according to the collective bargaining agreement for negotiations in the past, but now fails and refuses to do so, even though the Legislature has funded the necessary amounts for academic year 1983-1984 (fiscal year 1984). The University is aware that the schedule it set forth as being the only hours of negotiations is contrary to other necessary duties of the bargaining teams, specifically that on each Wednesday the Executive Board of the Union meets from 3:00-5:00 p.m. and has consistently done so for many years. In addition, the first Friday of each month, the Union statewide Executive Board meets and has consistently done so for many years, the third Friday of each month the Anchorage instructional advisory council meets, which is a necessary and integral part of the professional duties of members of this bargaining team, and that in August and September the members of the bargaining team are entitled to days to prepare for their classes.

I swear the above to be true and correct to the best of my knowledge and belief.

JERMAIN, DUNNAGAN & OWENS
Attorneys for Charging Party

By William K. Jermain
William K. Jermain

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of August, 1983, personally appeared before me WILLIAM K. JERMAIN, to me known and known to be the individual named in and who executed the foregoing instrument, and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written.

Jan A. Kasanen
Notary Public for Alaska
My commission expires: 9-21-85

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BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES'
FEDERATION OF TEACHERS,
Local 2404,

Charging Party,

vs.

UNIVERSITY OF ALASKA,

Respondent.

Case No. 83- 5

UNFAIR LABOR PRACTICE CHARGE

1. Charging Party: Alaska Community Colleges' Federation of Teachers, Local 2404, Anchorage Community College, 2533 Providence Drive, Anchorage, AK 99508.

2. Respondent: University of Alaska, Dr. Edwin Biggerstaff, 3211 Providence Drive, Anchorage, AK 99508.

3. Charging Party's Representative: William K. Jermain, attorney, 801 West Fireweed Lane, Suite 201, Anchorage, AK 99503.

4. Nature of Charge: That the University of Alaska (hereinafter University), by and through its officers and agents, has violated AS 23.40.110(a)(1) and (3) by the following acts.

5. That the University has denied Ralph McGrath, President, employment as a teacher of labor history at the University of Alaska. Ralph McGrath prepared the course and its contents and was assured he would teach the same. He was advertised as teacher of the course, but for reasons based on union membership and his activity in the Union, he has been denied the opportunity to teach the course for which he prepared. The position of the University is directly contrary to its past practice.

I swear the above to be true and correct to the best of my knowledge and belief.

JERMAIN, DUNNAGAN & OWENS
Attorneys for Charging Party

By William K. Jermain
William K. Jermain

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 24th day of August, 1983, personally appeared before me WILLIAM K. JERMAIN, to me known and known to be the individual named in and who executed the foregoing instrument, and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein stated.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written.

Jan A. Kassem
Notary Public for Alaska
My commission expires: 9-21-85

AFFIDAVIT OF SERVICE

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Jan A. Kassem being first duly sworn, depose and state as follows: I am employed by the law firm of JERMAIN, DUNNAGAN & OWENS. On the 24 day of Aug, 1983, true and correct copies of 11LP

were served on Edwin J. S. Halling W. Paulallipio
Jan A. Kassem

DELIVERED TO OFFICE MAIL

Subscribed & sworn to before me the day and year first above written.

Katherine K. Karamanch
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 12/31/85

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ATTORNEYS AT LAW
801 WEST FIREWEED LANE, SUITE 201
ANCHORAGE, ALASKA 99503
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State of Alaska

LABOR RELATIONS AGENCY

P O BOX 6701 • ANCHORAGE ALASKA 99502

TELEPHONE (907) 248-2000

276-3564

C. R. "STEVE" HAFLING
CHAIRMAN

~~MORGAN REES~~
MORGAN REES

Ben Humphries

WM. J. PAUZAUSKIE
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE)
FEDERATION OF TEACHERS,)
LOCAL NO. 2404,)

Complainant,)

vs.)

UNIVERSITY OF ALASKA,)

Respondent.)

ULPC 83-5

ORDER AND DECISION NO. 83

BACKGROUND FACTS

ULPC 83-5 charges the University of Alaska, through its officers and agents, has violated Alaska Statute Sec. 23.40.110-(a)(1), (3) by denying Ralph McGrath, the Union President, employment as a teacher of Labor History at the University of Alaska on an overload basis. Ralph McGrath allegedly prepared the course, its contents and was assured that he would teach same. He was advertised as the teacher of the overload, fall 1983, course.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Agency, having reviewed the total record, hereby makes

the following findings of fact and conclusions of law:

1. That Ralph McGrath did not have a "per se" right to teach the overload course as the University has no duty to assign overload courses to bargaining unit members simply because that person is a bargaining unit member.

2. The University did set up a system to find qualified teachers for overload courses. Teachers applying could be either full time or part time faculty. The faculty pool is determined by the persons expressing an interest to teach the course and having their application placed in a faculty folder at the office of Human Resource Development. The University keeps the folder to determine who is capable and willing to teach any particular part time course.

3. The University relied upon their part time faculty system in ULPC 83-2 for their defense in not hiring Don Mohr to teach a summertime course. The University said that Mr. Mohr did not properly apply for the course by putting his application into the part time faculty pool.

4. Ralph McGrath is the President of ACCFT. He was one of the three persons who properly applied to teach the course and who was potentially available to teach this overload course during the fall of 1983. McGrath met with Cordova in the spring of 1983 and expressed an interest in teaching the course. Ralph McGrath, in fact, prepared the course, ordered the appropriate books and films for the course, and was also advertised as its

teacher in the Fall 1983 Catalog. This catalog was prepared in February, 1983, before Ralph McGrath received his tentative letter of appointment to teach the course on May 1, 1983.

5. The particular course did not have enough students to necessitate its offering during the fall, 1983, semester. Too few students signed up for the course to require the University to actually have the course taught during the fall, 1983, semester.

This Agency does not consider the course having not been offered as rendering the case moot. This Agency finds that important employee interests are at stake, not the least of which is the University not discriminating against bargaining unit members.

6. This Agency finds a violation of AS 23.40.110(a)(1) and .110(a)(3) in that the University of Alaska discriminated in not hiring Ralph McGrath to teach this subject course. The University also interfered with his exercise of rights guaranteed by AS 23.40.080.

The reasons for finding an unfair labor practice are as follows:

- a. Ed Cordova testified at length at the hearing. He was the administrator in charge of employing overload professors. We found that he showed an obvious anti-union animus by not granting the course to Ralph McGrath. Ed Cordova stated, by his own testimony, that his

acts violated his principles and procedures which he had followed for the last eleven (11) years. Ralph McGrath was tentatively approved for the course in May, 1982.

- b. Ralph McGrath was told as late as August 9 by Mr. Cordova that Mr. Cordova saw no problem with Ralph teaching the course, but that there were small bugs to be worked out.
- c. On August 10, 1983, Ed Cordova told Ralph McGrath that Ralph McGrath would not teach the course and the class would be offered to a woman, Ms. Evans.
- d. The list of applicants who could teach the course, according to the University's own regulations, was received by Mr. Cordova on July 25, 1983. The only three individuals mentioned at this hearing who were in that list of persons eligible to teach the course were Mr. Allan, Ms. Evans and Ralph McGrath. On or about August 10 Mr. Cordova left on vacation. He returned to work on August 22. On or about August 22 Mr. Cordova knew that Allan and Evans were not available to teach the course. He had a memo from Ralph McGrath expressing Mr. McGrath's displeasure in not being selected for the course. The memorandum also requested the University's fall, 1983, flow chart. The flow chart and backup information

requested would have shown which teachers were available to the University to teach the course. The flow charts are made for affirmative action guidelines and to ensure assignments are properly made.

- e. On August 29 Mr. Cordova wrote a memorandum to Ralph McGrath wherein Mr. Cordova obviously avoided Ralph McGrath's information request. Mr. Cordova's oral reply to Ralph McGrath also avoided the issue of the flow chart.
- f. During the week of August 22 Mr. Cordova contacted Dr. Blochman who just happens to be a member of the University's negotiating team (these negotiations have been going since early 1983) and made arrangements with Dr. Blochman, admittedly a person well qualified to teach the course, to be granted the assignment. Dr. Blochman never applied for the course and was not on the flow chart.
- g. Mr. Cordova obviously avoided telling Ralph McGrath of his decision to hire Dr. Blochman. On August 22, 1983, and August 29, 1983, and during this hearing, Mr. Cordova was obviously reluctant to tell Ralph McGrath or this Agency who he had contacted as of August 29, 1983. On page 12 of the transcript Mr. Cordova was asked by Mr. Jermain, in direct examination, "OK. Now, by that time, by August 29, 1983,

you had already made the decision that someone else was going to teach that class if it had, in fact, been taught? Answer: True. It was made. Question. Who was the in.. who was the individual? Answer: I had two..two individuals in mind. Two applicants. One was Mr. Allan and the other was Ms. Signiori-Evans." However, it was not until page 120 of the transcript that Mr. Cordova admitted that he offered the course to Dr. Blochman the week of August 22. The demeanor of Mr. Cordova in answering the questions posed to him was relied on by this Agency for this finding.

7. This Agency also finds that Mr. Cordova never informed Ralph McGrath that his reason for not hiring McGrath was for a legitimate business purpose. Ralph McGrath was never told it was too costly for him to teach until this hearing was held, even though McGrath had previously requested a reason. This Agency finds that the University and Union had worked out agreements in the past of allowing a teacher to have time given to a credit bank instead of being granted overload money for teaching a course.

8. The anti-union animus is obvious to this Agency from the above facts that show the University did not follow its own procedures. Ralph McGrath asked for an explanation of 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 who was on the management team of negotiations prior to the hearing.

9. Following the Supreme Court of Alaska's Majority Reasoning in ACCFT vs. University of Alaska, et. al., Alaska Supreme Court Opinion No. 2729 dated September, 1983, we find that this case is not one where the employer's conduct is "inherently destructive" of important employees' interests, thereby removing the proof of anti-union motive unnecessary under the Labor Management Relations Act, and the corresponding Alaska law.

10. The University has asserted that even if its acts interfered with the exercise of Ralph McGrath's collective rights, the actions of Ed Cordova should be held lawful because it advances a substantial, legitimate employer interest. See R. Gorman Labor Law 133, (1976). This Agency rejects such a finding.

The facts are that the cost of Ralph McGrath teaching the course was \$5,976.00 plus 20.3% benefits, as compared to \$1,848.00 for Dr. Blochman. The testimony of Ed Cordova was that the cost of Ralph McGrath would be approximately 60% of the labor pool money available for the fall and spring semesters for additional courses. The facts also showed, and we find, that one one-hour lab was given as an overload in 1983 and the last overload prior to that date was granted in the fall of 1980. The University did not present any evidence showing that the budgeted amounts

for the extra courses were, in fact, filled from their budget, what the proposed offerings were, what other monies could have been utilized to pay for those courses if Ralph McGrath were hired to teach the course.

11. Therefore, this Agency finds, after reviewing the entire record, that ample business justification was not shown by the University to render their action as advancing a substantial and legitimate employer interest.

12. Ralph McGrath requested an order of damages for the time he spent in preparation of the course. We DENY said request because the class did not have the requisite number of students to have Ralph McGrath teach it, and the class probably would have been cancelled no matter who taught the course. Ralph McGrath would have received no monies for preparing the course even if he had been assigned to teach it.

This Agency acknowledges and wants economy and government as well as anyone else. However, we are not persuaded that the University's intent was not to save, but are persuaded their intent was to discriminate against Ralph McGrath without valid justification, as he is directly involved in extensive union activity.

13. We find the University should not be allowed to set up a system of who is going to teach overload courses then not follow it absent the appropriate business justification.

14. The fact that Dr. Blochman is a member of the management negotiating team was not, in itself, controlling in this

case. The facts clearly show and we find that two other part time teachers who applied for the course were not available for the course. That Ralph McGrath was the only existing proper applicant for the course before it was offered to Dr. Blochman shortly before registration.

CONCLUSIONS OF LAW

We conclude, as a matter of law, that the University of Alaska committed an unfair labor practice by not offering History 246, The American Labor Movement, course to Ralph McGrath during the fall of 1983.

We ORDER the University to cease and desist from said unfair labor practice.

DATED: October 31, 1983

C. R. "Steve" Hafling
C. R. "Steve" Hafling

DATED: October 31, 1983

Ben Humphries
Ben Humphries

DATED: October 31, 1983

Morgan Reed
Morgan Reed



State of Alaska

LABOR RELATIONS AGENCY

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276-3564

C. R. "STEVE" HAFLING
CHAIRMAN
~~XXXXXXXXXXXX~~
MORGAN REED

WM. J. PAUZAUSKIE
CONSULTANT

BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGE)
FEDERATION OF TEACHERS,)
LOCAL NO. 2404,)
)
Complainant,)
)
vs.)
)
UNIVERSITY OF ALASKA,)
)
Respondent.)

ULPC No. 83-2

ORDER AND DECISION NO. 82

BACKGROUND FACTS

Ralph McGrath, John Nelson and Don Mohr are faculty members of the University's Social Sciences Department and at all times were members of the Union negotiating team. All three were denied summer teaching assignments from the University and have filed an unfair labor practice pursuant to Alaska Statute 23.40.110(a)(1) and .110(a)(3). Those provisions involve the interference, restraint and coercion of an employee exercising his rights guaranteed in 23.40.080, and discrimination in regard to hire, where tenure of employment or term of condition of employment is to encourage or discourage membership in an organization.

In a recent Alaska Supreme Court Opinion of the Alaska Community College Federation of Teachers, Local 2404 vs. University of Alaska, (hereinafter referred to as "Peterson"), Opinion No. 2729, September 16, 1983, provides a synopsis of the majority of the applicable law. The facts of this present case are different from the Peterson case because in Peterson a more qualified person was available and because the course was subsequently cancelled. In the instant case equally qualified persons were available and the courses were held. Peterson held that to constitute discrimination, the employer's action generally must have been based on an anti-union motive, and only where an employer's conduct is "inherently destructive" of important employee interest is the proof of the anti-union motive necessary.

Peterson also acknowledged the exception to the general rule of the advancement of a substantial legitimate business interest (see Peterson footnote 8, page 19, of the Slip Opinion).

The issues of offering summer employment to bargaining union members has been litigated before in front of this Agency. It has also been the subject of several grievances between the parties. The Agency does not hold that such prior grievance settlements are controlling, but they do offer some guidance and precedence for the present issues.

The past settlement involved University's Exhibit 5, a document dated June 27, 1980, in which the University and Union settled grievances concerning overload courses. In the settlement,

by discriminating against the bargaining unit members.

In mid-February of 1983, the Social Sciences Department Director, Ed Cordova, called a faculty meeting to discuss plans and ideas for the future and direction of the history and geography disciplines. Only McGrath and Nelson attended the meeting. They discussed, in general terms, courses. Possible summer assignments were discussed but not made. No promises for summer teaching assignments were made during this meeting.

In April, 1983, McGrath went to Cordova's office and expressed an interest in teaching the first half of the summer as Ralph McGrath was going to be gone the second half of the summer. During that meeting Cordova asked McGrath if McGrath thought contract negotiations between the University and the Union would be completed by the time summer school began. McGrath indicated that they would probably not. Cordova then advised McGrath that he did not want to assign McGrath to teach summer classes as McGrath was not likely to show up. Cordova did not want to go through another session with the legislative auditors questioning him on how many times McGrath missed summer classes as well as McGrath being paid and not teaching because of his involvement with contract negotiations. (Sec. 1.5 of the contract allows teachers to be excused from teaching duties, as necessary, during contract negotiations.)

In mid-April, 1983, Cordova determined which faculty members were to receive summer teaching assignments. Mohr, McGrath

and Nelson were not assigned summer courses. Cordova based his decision on the fact that Mohr did not apply for a summer assignment pursuant to the University's summer assignment procedures and that McGrath and Nelson (Nelson is Chief Negotiator for the Union) would be in negotiations and probably not available for class assignments.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Ralph McGrath and John Nelson properly applied for a summer 1983 teaching assignment.

2. Don Mohr did not follow the University's procedure to properly file for a summer 1983 teaching assignment.

3. The University's reliance on the 1980 settlement and 1981 award of arbitrator Conant are not controlling in this case.

4. Ed Cordova had a good faith belief that McGrath and Nelson would not be available to teach summer classes on a continual basis due to their involvement with negotiating a successful collective bargaining agreement, and McGrath's plans to be out of the state for part of the summer of 1983.

5. The same good faith belief would apply to Don Mohr, even if he did apply for a summer teaching course, as he is also on the negotiating team.

6. University has valid business reasons for requiring faculty members to be available to teach assigned summer courses.

7. The totality of the circumstances does not show that

the University had an anti-union animus in denying McGrath, Mohr and Nelson summer teaching assignments. The negotiators were relieved from all teaching assignments in the spring semester by the University. The negotiators of the ACCFT cannot claim any anti-union animus based upon the fact that the University is following the same process and procedure that they did during the spring of 1983 by allowing the ACCFT negotiators the opportunity to negotiate full time.

8. The University of Alaska showed valid business reasons as to why the faculty members were denied summer teaching assignments. The evidence showed that other well qualified faculty members were allowed to teach summer assignments.

9. The University is under no obligation to offer union bargaining members summer teaching assignments. Any qualified applicant who properly applied is eligible. However, when the University has an application process to determine who will be available for summer teaching assignments, they should follow that process. Of, if they do not follow the process, they should have a valid business justification for not doing so. The University did follow the process in this case.

10. The faculty members had a protected interest to have their summer school applications processed by the University, which did occur in this case.

11. The original allegations of the unfair labor practice in regards to the University not hiring Sylvia Orr to teach during

the summer of 1983 was dismissed by the Petitioner during the hearing.

12. The ULPC allegation that the University made unilateral changes in the terms and conditions of employment for the faculty at ACC was dismissed by Petitioner during the hearing.

ORDER

Based upon the following findings of fact, we make the following conclusions of law:

1. That an unfair labor practice did not occur; therefore, the unfair labor practices alleged in ULPC 83-2 are DISMISSED.

DATED: October 31, 1983

C. R. "Steve" Hafling
C. R. "Steve" Hafling

DATED: October 31, 1983

Morgan Reed
Morgan Reed

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BEFORE THE ALASKA LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES')
FEDERATION OF TEACHERS,)
LOCAL NO. 2404,)
Charging Party,)
-and-)
UNIVERSITY OF ALASKA,)
Respondent.)

ULP Case No. 83-2

BRIEF ON BEHALF OF
RESPONDENT UNIVERSITY OF ALASKA

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1 This brief is submitted in support of the University's
2 position that McGrath, Nelson and Mohr were denied teaching
3 assignments for the summer of 1983 based upon legitimate non-
4 discriminatory business reasons.
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1 The settlement of these three grievances does
2 establish a precedent for overload and summer
assignments. (UX5).

3 Subsequent to the execution of this settlement
4 agreement, a dispute arose as to whether the University was
5 obligated under the terms of the parties' collective bargaining
6 agreement to offer bargaining unit employees overload teaching
7 assignments (UX6; Tr. I, pp. 4-5). Pursuant to the terms of
8 the collective bargaining agreement this dispute was submitted
9 to Arbitrator Eaton H. Conant for final and binding
10 arbitration. Arbitrator Conant found for the University and
11 noted that:

12 In sum, the clear language of the agreement of June
13 27, 1980 and a review of the evidence and the
14 nature of the parties' objectives in this dispute
15 lead this neutral arbitrator to the conclusion that
16 the parties agreed on June 27, 1980 that the
17 Employer could refuse to consider bargaining unit
members for overload teaching on grounds that they
were members. It is impossible to read that clear
and emphatic agreement language and come to any
other conclusion. (UX6, p.9).

18 Arbitrator Conant considered and rejected the Union's
19 argument that the University's actions in failing to assign
20 bargaining unit members to overload assignments constituted a
21 violation of the non-discrimination provisions of Article 3.2
22 of the collective bargaining agreement. In doing so,
23 Arbitrator Conant stated:

24 The fundamental issue in this case arose from an
25 allegation of the Union that the agreement did not
26 permit the Employer to refuse to consider members
27 for overloads only on grounds that they are
28 bargaining unit members. The fundamental reason
29 the Union will not prevail is that the Union
30 negotiated agreement language that, in the
31 strongest terms, expressed agreement that
32 bargaining unit members need not ever be offered
33 assignments of this kind. Experienced arbitrators
34 seldom are presented with cases where the agreement
terms read so decisively against a party that would
challenge the intent of the language. It is my
duty as neutral arbitrator to conclude that the
party that has such clear terms on its side should
prevail in this case. For this reason and for the
other reasons mentioned in this discussion, the
grievance must be denied.

1 C. Prior Summer Teaching Assignments To Members Of
2 The Union Negotiating Team

3 Although it is clearly not contractually required to
4 do so, the University frequently offers summer teaching
5 assignments to bargaining unit members. Additionally, the
6 University has also assigned summer courses in the past to
7 bargaining unit members who were on the Union negotiating team
8 during the summer. Significant difficulties have arisen in the
9 past when summer assignments were made to faculty members who
10 were on the Union negotiating team when negotiations carried
11 over into the summer session. Thus, when McGrath was given a
12 summer teaching assignment in 1976 when he was also a member of
13 the Union negotiating team, he showed up for only a single
14 class period (Tr. I, pp. 79-81; Tr. IV, pp.26-27, 53, 72).
15 Similarly, although his appearance rate was somewhat better
16 than McGrath's, Nelson missed the vast majority of classes he
17 was assigned to teach in the summer he also served on the Union
18 negotiating team (Tr. IV, pp. 36-37). In each of these cases
19 it was necessary for the University to hire and pay substitute
20 faculty members to teach the summer classes which McGrath and
21 Nelson were unable to make (Tr. IV, pp.24-28, 52-53). In
22 addition to requiring the University to pay four faculty
23 members to do the work of two, McGrath and Nelson's
24 unavailability produced unnecessary academic disruption for the
25 students enrolled in those classes. The obvious economic waste
26 produced by this situation was observed by Legislative auditors
27 who questioned Director Cordova as to the number of times
28 McGrath failed to show up for his assigned summer classes (Tr.
29 IV, pp. 26-27, 53).

30 D. Faculty/Administration Meetings Preceding The 1983 Summer
31 Session

32 During mid February 1983, Social Sciences Department
33 Director Ed Cordova called a faculty meeting (Tr. I, pp. 49-50,
34 81; Tr. IV, pp. 19-23, 41). The purpose of this meeting was to
generally discuss plans and ideas for the future direction of

1 the history and geography disciplines (Tr. IV, pp. 20-21, 40-
2 41). It is undisputed that McGrath and Nelson attended this
3 meeting (Tr. I, pp. 49-50, 81; Tr. IV, p. 20). At the time the
4 meeting was held, summer teaching assignments had not been made
5 since the budget, which ultimately determines the number of
6 courses to be offered, was not yet finalized (Tr. IV, pp. 19-
7 23, 40-41). During the meeting Cordova and the faculty members
8 discussed in general terms the courses and possible assignments
9 which might be made for the summer if sufficient funding
10 materialized (UX8, Tr. I, p. 81; Tr. IV, pp. 19-23). McGrath
11 concedes that during this meeting Cordova did not make any
12 promises to faculty members concerning summer assignments (Tr.
13 I, p. 81).

14 In April of 1983 McGrath went to Cordova's office and
15 expressed his interest in teaching during the first half of the
16 summer^{2/} (Tr. IV, pp. 23-29). Cordova asked McGrath if he
17 thought contract negotiations then in progress between the
18 University and Union would be completed by the time summer
19 school began (Tr. IV, pp. 24-26, 52-53). McGrath indicated
20 negotiations would not be completed before the beginning of
21 summer classes^{3/} (Tr. IV, pp. 24-26, 52-53). Cordova then
22 advised McGrath that he did not want to assign McGrath to teach
23 summer classes if McGrath was not going to be able to show
24 up. Cordova stated he did not want to go through another
25 session with the legislative auditors questioning him as to how
26 many times McGrath missed summer classes he was being paid to
27 teach because of involvement with contract negotiations (Tr.
28 IV, pp. 23-28, 52-53). The meeting concluded with Cordova
29 advising McGrath that if he received a summer assignment, it
30

31 ^{2/} McGrath indicated he was only interested in
32 teaching during the first half of the summer session because he
33 had personal plans for the second half of the summer (Tr. IV, p.
34 24).

^{3/} McGrath's response that contract negotiations were
not likely to conclude prior to the beginning of summer classes
proved accurate, as the University and Union are still engaged in
negotiations, months after summer classes ended.

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would be in the first half of the summer as McGrath had requested (Tr. IV, pp. 24-29).

Sometime during mid April, Director Cordova determined which faculty members would receive summer teaching assignments (Tr. IV, pp. 29-30, 37-38, 52, 57, 70). Mohr, McGrath and Nelson were not assigned summer courses. Cordova's decision was grounded upon the fact that Mohr had not applied for a summer assignment and upon McGrath's representation that contract negotiations would probably continue into the summer, therefore making McGrath and Nelson unavailable for summer classes (Tr. IV, pp. 30, 37-38, 52, 57, 70). Cordova also considered his prior experience of assigning McGrath and Nelson to teach summer courses when they were serving as Union negotiators during the summer term. As noted supra, that prior arrangement forced Cordova to hire additional faculty members to teach the summer courses assigned to McGrath and Nelson because they failed to show up for the classes assigned to them due to their involvement in negotiations.

In early May, during a scheduled contract negotiation session, McGrath and Nelson approached Chancellor Ed Biggerstaff and expressed their displeasure over not having received summer teaching assignments (Tr. I, pp. 66-69; Tr. IV, pp. 88-92). ^{4/} Chancellor Biggerstaff advised McGrath and Nelson that he would discuss the matter with Cordova (Tr. I, p. 68; Tr. IV, pp. 88-92). Biggerstaff called Cordova and inquired as to why McGrath, Nelson and Mohr did not receive summer assignments (Tr. IV, pp. 31-34, 92-93). Cordova responded by stating that Mohr had not applied for a summer position and McGrath and Nelson were unavailable to teach during the summer due to their role on the Union negotiating team (Tr. IV, pp. 32-34, 92-93). Biggerstaff then advised McGrath and Nelson of his conversation with Cordova and

^{4/} McGrath and Nelson also questioned Biggerstaff as to why Don Mohr had not received a summer assignment.

1 recommended that they take the matter up with Cordova if they
2 were still dissatisfied with his decision (Tr.IV, pp. 93-95).

3 McGrath and Cordova did not discuss the issue of
4 summer assignments again until on or about May 16 (Tr. IV, pp.
5 29-34). On that date McGrath went to Cordova's office and
6 stated something to the effect that he understood Cordova had a
7 summer assignment for him (Tr. IV, pp. 34-36). Cordova stated
8 that he did not, after which McGrath strongly expressed his
9 dissatisfaction over the fact that members of the Union
10 negotiating team had not received summer assignments (Tr. IV,
11 pp. 34-36). Obviously upset that he, Nelson and Mohr did not
12 receive summer assignments, McGrath ended the meeting with
13 Cordova by stating "Well, you may not get as much out of us in
14 the fall as you have in the past" (Tr. IV, pp. 35-36).

15 This unfair labor practice charge followed.

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POINT II

THE UNIVERSITY'S DECISION NOT TO OFFER
SUMMER TEACHING ASSIGNMENTS TO McGRATH
AND NELSON WAS SANCTIONED BY THE EXPRESS
TERMS OF THE 1980 SETTLEMENT AGREEMENT
BETWEEN THE UNIVERSITY AND THE UNION
AND THE 1981 AWARD OF ARBITRATOR CONANT

There can be no doubt that pursuant to the terms of the June 27, 1980 settlement agreement between the University and the Union the University had no obligation whatever to offer McGrath or Nelson a summer assignment (UX5). In that agreement, the Union expressly and unequivocally agreed that the University is not required to ever offer assignments to bargaining unit members beyond their regular contracted-for-full-time duties. Moreover, the unambiguous terms of the settlement agreement clearly provide that it shall serve as a precedent for future summer assignments. The Union now seeks to circumvent the terms of that collectively negotiated settlement agreement, without any justification whatsoever, as if they were non-existent. The parties mutually agreed upon a resolution of a dispute concerning the University's right to make summer assignments, reduced it to writing and specified the finality to be attached to the agreement. No facts are present which warrant disregarding the express terms of the negotiated agreement and the Union is therefore, estopped and barred from claiming McGrath and Nelson were somehow entitled to receive a summer teaching assignment.

This is not the first time the Union has attempted to side-step the terms of the 1980 negotiated settlement agreement. In June of 1981 it was necessary for Arbitrator Eaton Conant to render a decision giving effect to the precise language of the settlement agreement, which is controlling in the instant case, and to remind the Union of the breadth of the agreement the Union had negotiated just 12 months earlier. The Union's blatant disregard for the terms of the 1980 settlement agreement, both then and now, demonstrates an obvious

1 unwillingness by the Union to abide by the terms of an
2 agreement it at one time apparently viewed as advantageous to
3 negotiate. If the Union is dissatisfied with the agreement,
4 the proper place for the Union to seek relief from the terms of
5 the agreement is the bargaining table, not before the Alaska
6 Labor Relations Agency under the transparent pretext that the
7 University's negotiated right not to assign Union negotiators
8 to summer assignments constitutes an unfair labor practice.
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POINT III

McGRATH AND NELSON WERE NOT AVAILABLE
TO TEACH DURING THE SUMMER OF 1983

The record facts in the instant case clearly reveal that McGrath and Nelson were not available to teach during the summer of 1983. Prior to the time Cordova made his decision on summer assignments, McGrath advised him that it was likely contract negotiations would not be concluded before the beginning of summer classes and would probably carry over into the summer session (Tr. IV, 24-25, 52). As noted supra, McGrath's estimation was accurate; negotiations extended well beyond the summer session. It was this representation by McGrath which prompted Cordova to conclude McGrath and Nelson would not be available to teach summer assignments.

Cordova's conclusion that McGrath and Nelson would not be available to teach summer classes due to their involvement with negotiating a successor collective bargaining agreement was well founded. When McGrath and Nelson had previously been assigned to teach summer classes at a time they were also serving on the Union negotiating team, Mr. Cordova was reminded that it is impossible for a person to be in two places at one time. McGrath's attendance at class was virtually nil - he made only a single class (Tr. I, pp. 79-81; Tr. IV, pp. 26-27, 53, 72). Nelson's attendance was almost as bad - he missed most of his classes (Tr. IV, pp. 36-37). As a result, students whom McGrath and Nelson were assigned to teach were subjected to the academic disruptions caused by substituting one faculty member for another. Additionally, the University was unnecessarily forced to pay four faculty members for work only being performed by two.

There is nothing in the record to indicate a different result would have come about in the case at bar. To the contrary, the record evidence reveals this same unproductive end result would have been obtained. McGrath's testimony that

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he would have attempted to make his classes and also fulfill his role on the Union negotiating team is belied by his inability to accomplish such a feat in the past. Moreover, McGrath candidly admitted that if a conflict between teaching and bargaining did occur, he would elect to miss the class and negotiate instead (Tr. I, p. 97).

McGrath's suggestion that he and Nelson should have received summer assignments because any conflict between teaching and negotiating could be resolved by scheduling negotiations around classes, is nothing more than a subterfuge. Such an arrangement would first require one to completely overlook the fact that McGrath and Nelson were unable to both teach and negotiate during past summers. Additionally, this suggestion ignores the fact that the class Nelson wanted to teach this summer met on Mondays and Wednesdays, and the class McGrath wanted to teach met on Tuesdays and Thursdays (Tr. I, p. 102). The scheduling difficulties presented by this situation are obvious. However, when coupled with the fact that McGrath and the Union have emphatically taken the position that Union negotiators must be excused from classes not only when negotiating meetings themselves are scheduled but also "for preparation of materials, proposals, or counter-proposals", (See UAX D; Tr. IV, pp. 33,58) there can be no doubt that McGrath's suggestion that negotiations could be scheduled around the summer classes and that he and Nelson could do both, is absurd.

The Union's unfounded and conclusory argument that the University's decision not to assign McGrath and Nelson summer courses constitutes unlawful discrimination ignores not only the clear language of the 1980 settlement and Arbitrator Conant's decision but is also squarely at odds with well established precedent articulating the parameters of protected concerted activity. It is an elementary principle that not all concerted activity is protected or immune from limitations

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1 reasonably required by an employer's business. See, e.g., NLRB
2 v. IBEW Local Union No. 1229, 346 US 464, 33 LRRM 2183
3 (1953). It is well recognized that a legitimate business
4 justification can excuse what might otherwise constitute
5 unlawful interference with protected activities. Textile
6 Workers Union of America v. Darlington Manufacturing Co., 380
7 U.S. 2663, 58 LRRM 2657 (1965); National Cash Register Co. v.
8 NLRB, 466 F.2d 945, 81 LRRM 2001 (6th Cir. 1972), cert. denied,
9 410 U.S. 966 (1973). This is true even though effectuation of
10 the employer's legitimate business decision may tend to
11 discourage union activities or union membership. American Ship
12 Building Co. v. NLRB, 380 U.S. 300, 58 LRRM 2672 (1965).

13 An individual's status as a member of a union
14 negotiating team does not shield him with immunity from an
15 employer's reasonable job requirements or vest him with the
16 authority to do whatever might be believed necessary to further
17 union objectives. NLRB v. Tamper Inc., 522 F.2d 781, 89 LRRM
18 3035 (4th Cir. 1975). Thus, for example, an employer may
19 lawfully prohibit a member of a union negotiating team from
20 holding a meeting in the company's cafeteria when such a
21 meeting would interfere with the employer's operations.
22 Similarly, an employer may also completely prohibit on the job
23 union steward activities. Cameron Iron Works v. NLRB, 464 F.2d
24 609, 80 LRRM 3369 (5th Cir. 1972). The court in Cameron,
25 succinctly noted that:

26 As the Board concedes, working time is for work,
27 and except for arbitrary restrictions which in no-
28 wise contribute to the efficiency of company
29 business, the rights of employees and union
30 stewards to pursue union affairs during business
hours may be limited by the company. The scope and
character of any restrictions on that limitation
are committed to the bargaining table and not the
Board.

31 80 LRRM at 3370-71.

32 There can be no doubt that the University has valid
33 business reasons for requiring faculty members to be available
34 to teach the courses assigned to them. That is the very

1 purpose of the assignment itself - to teach. In order to
2 establish its case of discrimination it would be necessary for
3 the Union to present evidence that the University gave summer
4 assignments to other faculty members who advised the University
5 in advance that there was a reasonable likelihood they would not
6 be available to teach the course assigned to them. Quite
7 unsurprisingly, no such evidence was adduced. The frivolity of
8 the Union's claim of discrimination in this case is perhaps
9 best demonstrated by McGrath's own admission that if he were a
10 University administrator, he would not assign a summer course
11 to a faculty member who was not available to teach it. (Tr. I,
12 p. 86).

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BEFORE THE STATE OF ALASKA

LABOR RELATIONS AGENCY

ALASKA COMMUNITY COLLEGES')
FEDERATION OF TEACHERS, LOCAL NO.)
2404,)
Charging Party,)
vs.)
UNIVERSITY OF ALASKA,)
Charged Party.)

83-2

UNFAIR LABOR PRACTICE CHARGE

COMES NOW the Charging Party, ALASKA COMMUNITY COLLEGES' FEDERATION OF TEACHERS, LOCAL NO. 2404, hereinafter ACCFT LOCAL 2404, by and through its attorneys, JERMAIN, DUNNAGAN & OWENS, and alleges as follows:

1. That the UNIVERSITY OF ALASKA, by and through its officers and agents have violated AS 23.40.110(a)(1), (2), (3) and (5) by the following acts.
2. That the Employer did discriminate in the terms and conditions of employment of Don Mohr, John Nelson, Sylvia Orr and Ralph McGrath, members of the bargaining team and officials of the Union, by denying them summer employment because of their Union activities in negotiating a collective bargaining agreement with the University.
3. That the Employer did make unilateral changes in the terms and conditions of employment by discontinuing contract exceptions and by unilaterally changing the terms and conditions of employment presently enjoyed by employees represented by ACCFT LOCAL 2404.
4. That the Employer has failed and refused to state the terms and conditions of employment for its employees



State of Alaska

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MORGA L. REED

BEFORE THE ALASKA LABOR RELATIONS AGENCY

W. J. PAUCUSKIE
CONSULTANT

ALASKA COMMUNITY COLLEGE)
FEDERATION OF TEACHERS,)
LOCAL No. 2404,)

Complainant.)

and)

UNIVERSITY OF ALASKA,)

Respondent.)

ULPC 83-3

AMENDED ORDER AND DECISION NO. 81(A)

On June 10, 1983, the Petitioner charged the University of Alaska with unfair labor practices alleging the University violated AS 23.40.110(a)(5) by engaging in bad faith bargaining, surface bargaining, and bargaining without any intention of reaching an agreement with the Union. The parties waived the timeliness requirements of notice, and hearings were held the week of June 20, 1983. An oral Order and Decision was delivered by the Agency on June 24, 1983 and this written Order and Decision follows.

The negotiations had two phases. From January 24th until the middle of March, 1983, the parties were engaged in "confidential" negotiations in which the parties conceptualized their positions and attempted to make their positions known. The

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parties hoped by that by doing same there would be an agreement reached by consensus. The parties' past practices of offering and counteroffering proposals was not followed in this collegial phase. The collegial phase had some success as some 20 items were agreed on. The Agency notes that those items are basically the same as those contained in the prior collective bargaining agreements. While the parties were conceptualizing their ideas, they were, in fact, always referring back to the previous collective bargaining agreements before putting those ideas into tentative approval status. The collegial phase was agreed to by both parties and both parties agreed that the collegial process would not produce a final and total agreement.

During the final week of March, 1983, the parties exchanged their written proposals.

Two weeks later, the petitioner requested the services of the Federal Mediation and Conciliation Service. Meetings with the Federal mediators from Seattle were held in early April, May and June, 1983. The April 15th letter from John Nelson, stated that the parties were at impasse and requested the services of the mediator. The parties met with the mediator in

April, in May, and the first week in June of 1983. Numerous correspondence was sent between the parties during that period of time.

The position of the University quickly solidified into a position that the Union had to accept three major items. The position of the University was that the Union had to accept the item as is, and then the 40-50 other issues at the table would be quickly resolved.

Item number one was that the Union capitulate to the University's compensation package. The compensation package took away annual step increases that are in the present contract. The step increases are based upon years of continual service to the University plus advanced degrees being obtained by the professors. The parties have developed vertical and horizontal grids whereby the bargaining unit members can change lanes and achieve higher pay by continual teaching, or by receiving advance degrees and other criteria. The University wanted to change the grid system into a merit system. However, the merit system was one that was to be developed in the fall by the joint cooperation of the University and the Union. Either party could unilaterally veto the existence of any merit system by simply not agreeing to

it. The present salary grid system would then only be applicable to new teachers. After the merit system was agreed to, the system would be implemented into the new contract.

The Agency finds that the proposal of a merit system is in part, illusory. While the University is demanding that the merit system proposal be agreed to by the Union, it is an agreement that either party could unilaterally stop. There is no system proposed to insure the merit system would be in existence before the end of the contract.

The University also proposed an across the board wage increase for all members of the present bargaining unit.

The second major item that the University demanded the Union capitulate to was the Union subsidization issue. The University presently has subsidized the Union by granting the President of the Union six hours of teaching time, Union committee members time off for their duties, as well as providing office space and other rights for Union members. In exchange for the end of the Union subsidization, the University proposed a \$750 payment to each bargaining member. There are over 275 bargaining unit members. The Union members could take the \$750 and pay it to the Union to finance the Union's activities, or the Anchorage Community College instructors could