

ALASKA LEGISLATURE COMMITTEE FILES 1983 - 1984 8672

2608 SLC SB 154 (FILE 2)

2608



# FAIRBANKS POLICE DEPARTMENT EMPLOYEES ASSOCIATION

656 - 7th AVENUE • FAIRBANKS, ALASKA 99701



April 1, 1983

The Honorable Senator Richard I. Eliason  
Alaska State Legislature  
State Capitol, Pouch V  
Juneau, Alaska 99811

Senator Eliason,

You are receiving this correspondence to keep you abreast of the current situation within the City of Fairbanks pertaining to action your committee is considering on Senate Bill 154.

The Fairbanks City Council passed Ordinance 4205 on March 28, 1983 which makes it incumbent upon individual employees, not associated with organized representation, to pay 50% of expenses incurred by grievance arbitration. Prior to this action the City was responsible for all involved costs, unless the employee had representation at which time the expenses were shared equally. This current action by the City is not fair and forces the employee to make the decision to stand up for his rights, not on the merits of his rights, but upon his ability to monetarily afford his rights. The Police Association sent two representatives to address this ordinance during public comment and observed that the ordinance passed on a four to three vote with Mayor Bill Walley passing the ordinance. We take exception to comments made by Mayor Walley which he made just prior to the roll being taken. Mayor Walley passed the gavel and stated that the City Manager believes that the employees who are no longer recognized as a union are going to use the grievance position to force the City into a labor contract. Mayor Walley also stated the members of the Police Department might continue to build up expenses until we finally cave in and go back and recognize the labor union. Further, he commented that it appeared to him that the ordinance was going down in defeat and if it did, the City may as well back down and give the Police Association what they really wanted, a contract.

We give you facts to rebut his comments. Members of our Association have filed 30 grievances since the first of the year. Twenty-one dealt with arbitrary decisions made by the City when they forced us into the Personnel Plan. All twenty-one of these grievances have been decided in the grievants favor prior to arbitration. Nine individuals of our group have filed in areas they believe to deal with unfair treatment. These individuals have consolidated these grievances into two arbitrations for the sole consideration of saving the taxpayer's money.

April 1, 1983

Page Two

Senator, it is interesting to observe that since the first of the year there have been eight grievances filed from the ten employees of the Police Department who are not associated with our group. Seven of the eight decisions have found in the grievants favor with one grievance being dropped by the employee.

Let there be no doubt that we believe we are entitled to a contract and have strongly and publicly taken that position since these current difficulties arose. We take strong exception to any suggestion that we are using the grievance process as leverage.

Respectfully,



MICHAEL E. PULICE  
President, FPDEA

cc: Senators Fahrenkamp, Bennett, Josephson  
Members of the Senate Labor Committee  
Mayor Bill Walley  
Council Members, City of Fairbanks  
Walley Droz, City Manager, City of Fairbanks

RESOLUTION NO. 1

A RESOLUTION SUPPORTING  
COLLECTIVE BARGAINING RIGHTS OF  
PUBLIC EMPLOYEES OF POLITICAL SUBDIVISIONS

Whereas, all Alaskan citizens are entitled to organize for collective bargaining purposes so to better their wages, hours, and working conditions,

Whereas, the City of Petersburg has through the "opt-out" provisions of AS 23.40 deprived the non-union employees of the City of Petersburg of this right,

Whereas, the City of Petersburg has repeatedly refused to enact local collective bargaining ordinances which was the legislative intent of making the "opt-out" procedure available,

Whereas, the aforementioned refusal is being used by the City of Petersburg to deny employees this inalienable right, which is contrary to AS 23.40.

Therefore, be it resolved: That the Petersburg Municipal Employees Association supports legislation extending the terms of AS 23.40 to include all public employees of political subdivisions not now covered by a bona fide collective bargaining ordinance.

<u>Al Dwyer</u>	<u>Box 810 PETERSBURG</u>	<u>Ed P. D. D. D. P. 1783 P</u>
<u>Donald Dwyer</u>	<u>Box 102 PSG</u>	<u>Emick (Ladd) Hope</u>
<u>Harold Peterson</u>	<u>Box 1457</u>	<u>Elias H. Lucas</u>
<u>Chis Moricot</u>	<u>Box 1017</u>	<u>Rick Braun</u>
<u>Michael R. J.</u>	<u>Box 416</u>	<u>Pat E. Weaver</u>
<u>John H. Dwyer</u>	<u>Box 608</u>	<u>Reginus A. Jakobsen</u>
<u>Joseph B. Simpson</u>	<u>Box 632</u>	<u>Mark A. Gardner</u>
<u>Troy Anderson</u>	<u>Box 837</u>	<u>Father C. Hultmark</u>
<u>James F. Quincey</u>	<u>Box 1244</u>	<u>Roger L. Winger</u>
<u>Mass E. Rossman</u>	<u>P.O. Box 1246</u>	<u>John K. Buette</u>
<u>Robert M. Mark</u>	<u>P.O. Box 1554</u>	<u>Richard D. Parisian</u>
<u>Bruce A. Wierzbowski</u>	<u>P.O. Box 786</u>	<u>Andrew J. Burnfield</u>
<u>William Beal</u>	<u>Box 561</u>	<u>Clara L. Davis</u>
<u>Sully A. Quincey</u>	<u>Box 1244</u>	<u>P. Sue Snyder</u>

Susan O. Peterson Box 94 Psg.  
 Joan P. Esselman Box 581 Psg.  
 Donald Jackson Box 655 Psg.  
 Garret E. Sokol Box 502 Psg.  
 Pat. Portland - Box 1451 - Psg.  
 Lisa Bial Box 231 Psg.  
 Alvin Peterson Box 255 Psg.  
 Susan Miller Box 517 Psg.  
 Alice M. Stappard Box 312 - Psg.  
 Cheryl A. Allard Box 225 Psg.  
 L. McBeane  
 Mary Reave  
 June Finn Box 1014 Psg.  
 Joy and Igor P. Box 435 Psg.  
 Robert Mount Box 1143  
 Susan L. Rank P. Box 404  
 Gaylene Whittchen P.O. Box 1520  
 Kathleen M. Horton P.O. Box 865

Respectfully submitted,

The Petersburg Municipal Employees Association  
 P.O. Box 1017  
 Petersburg, Alaska 99833

The original document is on file with The Petersburg Municipal Employees Association. It may be examined upon request. Please support SB 154. It is unfair to deny Municipal Employees collective bargaining rights. Please resist the op-out clause.



# NEA - ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

Jean Krause, President

**JUNEAU OFFICE**  
147 S. FRANKLIN, #207  
JUNEAU, ALASKA 99801  
PHONE: (907) 586-3090

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

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

Don Oberg  
Past President  
Box 1084  
Kenai, Alaska 99811

Gayle Pierce  
President Elect  
SR Box 51377  
Fairbanks, Alaska 99701

Bill Potter  
NEA State Director  
177 Behrends Avenue  
Juneau, Alaska 99801

Bob McGregor  
Region I Director  
Box 1043  
Sitka, Alaska 99835

Norsen Cooke  
Region I Director  
9459 Borners  
Juneau, Alaska 99801

Graham Ward  
Region II Director  
Box 23  
Glennallen, Alaska 99508

Frank Parker  
Region III Director  
Box 2533  
Kodiak, Alaska 99615

Jean Robb  
Region IV Director  
Box 193  
Kotzebue, Alaska 99752

Say Virgin  
Region IV Director  
Russian Mission, Alaska 99557

Gayle Harbo  
Region V Director  
Box 00522  
Fairbanks, Alaska 99701

Pat Abney  
Region VI Director  
Box 461 SRA  
Anchorage, Alaska 99507

Lee Wilson  
Region VI Director  
8410 Pioneer Drive  
Anchorage, Alaska 99504

Lori Sears  
Region VI Director  
SRA Box 381B  
Anchorage, Alaska 99511

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

Frank Hoelme  
Director at Large  
Box 103  
Haines, Alaska 99827

March 24, 1983

TO: Senators Eliason, Rodey, Mulcahy, and Sackett  
FROM: Jean Krause, President  
RE: SB 154

## MEMORANDUM OF SUPPORT

NEA-Alaska supports SB 154 because we support the right of workers to organize and bargain collectively whether they are employees in the private or public sector.

One hundred years ago, in 1883, the question before the public was: Should workers in the private sector have the right to organize and bargain collectively? The arguments then were not unlike what we are hearing today:

Corporate heads and their attorneys argued for the exclusive right to determine how they treated their employees and the right to determine their corporate affairs any way they wished.

and

Workers argued for a fair shake, for the right to a measure of self determination in their wages and benefits and working conditions.

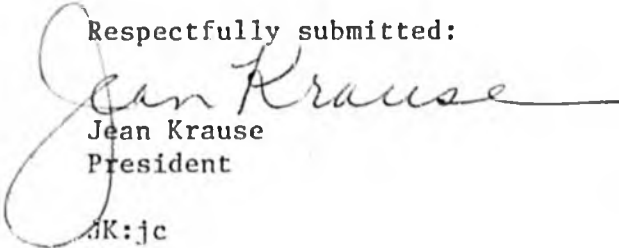
In the 100 years that have elapsed private sector employees have gained the right to organize and bargain collectively. It took struggle, violence, bloodshed and loss of life to achieve that right and, on occasion, those same elements are present in the maintenance of that right. But, except for the South, the right of employees to organize and bargain collectively is not questioned in 1983.

Today the question before us is whether public employees should have the right to bargain collectively. The opt out provision of Section 4 of Chapter 113, L. 1972 of the Public Employee Relations Act (PERA) allows municipalities to refuse to negotiate with their employees. We believe this is wrong. The paternalism practiced by municipalities in lieu of good faith bargaining is out of place in 20th Century America and an insult to working men and women.

Municipalities are not so radically different from businesses that they should not bargain with their employees. Municipalities provide services (products) for a price - taxes. Nor are public sector employees radically different than private sector employees - they give their time, energy, knowledge and labor to their employers in return for economic benefits. All employees should enjoy the right to bargain collectively - they should not be subjected to the whims of powerfully placed individuals.

We urge you to adopt SB 154.

Respectfully submitted:

A handwritten signature in cursive script that reads "Jean Krause". The signature is written in dark ink and is positioned above the typed name and title.

Jean Krause  
President

JK:jc



# CITY OF MC GRATH

P.O. BOX 57 MC GRATH, ALASKA 99627

PHONE (907) 524-3825

March 21, 1983


The Honorable Richard Eliason  
Alaska State Senate  
Pouch V  
Juneau, Alaska 99811

Dear Senator Eliason,

I would like to speak in opposition to SB-154 introduced by Senator Fahrenkamp. I think that the introduction of this bill is untimely and unnecessary. The bill is untimely in that the U.S. Congress is still considering the Social Security bail out plan. It appears that in order to save the Social Security System, Congress will require greater participation in that system. At this time, many small governments and their employees are contributing an increasing amount of their payroll to the maintenance of that system. I foresee the time, should SB-154 pass, that many of us will be contributing to both the Social Security System and PERS. This will create a heavy financial burden on local governments and their employees.

SB-154 is unnecessary if it seeks to provide greater protection for the retirement of municipal workers. Many firms provide retirement programs for individuals which provide substantial retirement benefits and tax deductions. In addition, as an employee, I see my net pay diminishing every time a payroll tax is increased. I think that I should have some say over what happens to my money. If Senator Fahrenkamp were to make PERS voluntary rather than mandatory, my opposition to SB-154 would be considerably less.

Sincerely,

  
Robert S. Juettner  
City Administrator

cc: Alaska Municipal League

MSG 83-00002638 PRY 1 03/22/83 16:26:18 ORIG: LM01 IN= 0002 OUT= 0141  
FROM: MARTIE/MATSU TO: JUNEAU INFORMATION  
TARGET: LJHL SUBJ: POM'S

TO: SENATORS ELIASON, HULCAHY, BENNETT, RODEY, SACKETT

FROM: RICK BROWN, VICE PRESIDENT MAT SU BOROUGH EMPLOYEES ASSOCIATION  
MAT SU BOROUGH,  
BOX B  
PALMER 99645, PHONE 745 4801, EXTENSION 254

*What if  
two yr  
contract?*

I WONDER IF YOU COULD ANSWER THESE TWO QUESTIONS FOR ME?

1. IF SB 154 IS PASSED, HOW DOES THIS AFFECT THE EXISTING AGREEMENTS UNDER MUNICIPAL ORDINANCE THE EXEMPTED THE APPLICATION OF AS 23.40.070-260?
2. STATE STATUTE SAYS WE CAN STRIKE. MAT SU BOROUGH ORDINANCE STATES WE CAN NOT. WHAT TAKES PRECEDENCE?

THANK YOU,  
RICK BROWN, V.P. MSBEA

X

*Sheila  
please answer*

# Fairbanks Fire Fighters Union

LOCAL 1324

656 SEVENTH AVE.

FAIRBANKS, ALASKA 99701

*Peter Stern*

PRESIDENT



*Kaule LaMountain*

SECRETARY

February 24, 1983

The Fairbanks Fire Fighters Association is a professional organization that represents its members in collective bargaining, promotes continuing professional education of its members, and participates in various charitable activities.

The Association is governed by its locally elected officers, although it is affiliated with the International Association of Fire Fighters. The policies and direction of the Fairbanks Association are established by its own officers and members, thereby enjoying autonomy from the International Organization.

The men and women of the Association work as Fire Fighters, Emergency Medical Personnel, Fire Inspectors and Clerical Staff.

The members are much more than public employees. They are a stable part of the Fairbanks community. Their community involvement extends beyond their professional service. The members participate in a broad range of activities including church, fraternal, charitable, recreational, and political efforts.

The Fairbanks Fire Fighters Association is further characterized by the following:

- |  |       |
|--|-------|
| 1) Total Members                                     | 51    |
| 2) Total Dependents                                  | 174   |
| 3) Average Number of Years on Fairbanks Fire Dept.   | 10.5  |
| 4) Average Number of Years of Residency in Fairbanks | 18.75 |
| 5) Percentage of Membership Who are Property Owners  | 98%   |



Committee On Political Education  
Alaska A.F.L. - C.I.O.

TO: THE HONORABLE MEMBERS OF THE ALASKA  
STATE LEGISLATURE

RE: Senate Bill 154

The Public Employment Relations Act was adopted June 7, 1972. The Act was modelled after the National Labor Relations Act by also recognizing public employees rights "to organize and form labor organizations for their mutual aid and protection".

The policy in support of this legislation is stated directly in AS 23.40.70. It states that "joint decision-making is the modern way of decision making", .... employees are more responsive and can direct their energies to the public's interests ... promotes harmonious labor relations and protects the public by assuring effective and orderly operations of government."

The opt out provision in Section 4 ch. 113 SLA 1972 allow for local autonomy while insuring fair collective bargaining for public employees. The statutory intent behind the opt provision accommodated both the local autonomy and collective bargaining interests by that local government adopting its own collective bargaining ordinance. This statutory intent was outlined in AMEA v. Municipality of Anchorage 618 p2d 575 (1980) by the Alaska Supreme Court which states, "that Section 4 was added to PERA to give political subdivisions of the State the freedom to fashion their own labor ordinance and systems of collective bargaining."

But several Local government employers have evaded the statutory intent of the Act through abuse of Section 4, ch. 113 SLA 1972. Employees organizing efforts in some cities have been unfairly interfered with public officials that opt out to completely thwart the employee's efforts. This was denounced by the Alaska Supreme Court in State v. City of Petersburg 538 P2d 263 (1975) and by Superior Court concerning the Kodiak public employees rights.

Many other local governments have also violated the intent of Section 4, ch. 113 SLA 1972 by opting out without then adopting their own local ordinances. This completely deprives the employees of their statutory rights - and may affect the public interests since no structured system is available to prevent labor-management disputes. Only 7 local governments have adopted legitimate collective bargaining ordinances after opting out of the Public Employment Relations Act.

An individual's right to organize and join labor organizations has been recognized for all employees in the private sector for over forty years and in the public section in Alaska since 1972. The employees that work in public service for local government also deserve equal respect for their rights. As the members of this Legislature certainly would agree, no reason exists to treat these individuals as second class citizens. Therefore, I respectfully request your approval of Senator Bill 154.

Sincerely,

Marlene Newell  
Legislative Council Director  
Alaska State

MN/ks

MR. PRESIDENT, TODAY I HAVE INTRODUCED SB 154, AMENDING THE PUBLIC EMPLOYMENT RELATIONS ACT.

IN 1972 THE LEGISLATURE PASSED THE PUBLIC EMPLOYMENT RELATIONS ACT (PERA) WHICH RECOGNIZED THE RIGHT OF EMPLOYEES TO ORGANIZE AND COLLECTIVELY BARGAIN AND ALSO REQUIRED PUBLIC EMPLOYERS TO NEGOTIATE AND ENTER INTO LABOR CONTRACTS WITH EMPLOYEE ORGANIZATIONS. THE ACT CATEGORIZED EMPLOYEES AND APPLIED STRIKE RESTRICTIONS. PUBLIC SAFETY EMPLOYEES, FIREFIGHTERS, AND POLICEMEN, WERE NOT PROVIDED STRIKE PRIVILEGES. IN RETURN, BINDING ARBITRATION WAS PROVIDED AS A MEANS OF SETTLING DIFFERENCES. PRIOR TO THE PERA, NEITHER THE STATE NOR ITS POLITICAL SUBDIVISIONS, SUCH AS BOROUGH AND CITIES, WERE REQUIRED TO ENTER INTO UNION CONTRACTS. SOME ARGUED THAT THIS GAVE LOCAL GOVERNMENT COMPLETE AUTHORITY TO BLOCK ATTEMPTS BY PUBLIC EMPLOYEES TO ORGANIZE.

THE PERA REPEALED THIS AND THE ACT SPECIFICALLY APPLIED TO "ORGANIZED BOROUGH AND POLITICAL SUBDIVISIONS OF THE STATE, HOME RULE OR OTHERWISE, UNLESS THE LEGISLATIVE BODY OF THE POLITICAL SUBDIVISION, BY ORDINANCE OR RESOLUTION REJECTS HAVING ITS PROVISIONS APPLY." THIS EXEMPTION, KNOWN AS THE KOSLOSKY AMENDMENT, WAS INTENDED TO ALLOW LOCAL GOVERNMENTS AN OPPORTUNITY TO RETAIN CONTROL OVER THEIR LABOR RELATIONS. BUT, AS INTENDED, THE ACT ALSO RECOGNIZES THAT THERE NEEDS TO BE A CLEAR INTENT TO CONTINUE COLLECTIVE BARGAINING RATHER THAN INTERFERE WITH EMPLOYEE RIGHTS.

AS INTRODUCED, TODAY'S LEGISLATION WOULD MAKE AN AFFIRMATIVE STATEMENT SUPPORTING BASIC AND WELL ESTABLISHED EMPLOYEE RIGHTS. IF ADOPTED, IT WOULD BRING ALL PUBLIC EMPLOYEES UNDER THE PUBLIC EMPLOYMENT RELATIONS ACT. THE LEGISLATIVE HISTORY AND SUBSEQUENT COURT ACTION IS CLEAR, TO EXEMPT IS NOT TO ELIMINATE, DIMINISH OR AFFECT THE RIGHTS OF EMPLOYEES.

*Butte Fahrtenberg*

an arsonist. Can you imagine laying your life on the line and then not being considered a person? S.B. 13 clarifies this point by recognizing firefighters, police officers and public safety personnel as "persons" under law. The effect will be that a person who starts a fire or explosion, placing a fireman in danger has in fact put a "person" in danger and would be prosecutable.

Another concern which I've been looking into relates to public employees' rights to organize and collectively bargain. On this point I want to first of all say that local politics and decision-making rest at the local level and that I don't believe in unnecessary interference in these matters. However, when local policies begin to affect Bettye Fahrenkamp, local citizen and potential victim, I become concerned.

In 1972 the Legislature passed the Public Employment Relations Act (PERA) which recognized the right of employees to organize and collectively bargain and also required public employers to negotiate and enter into labor contracts with employee organizations. The Act categorized employees and applied strike restrictions. Public Safety employees, firefighters, and policemen, were not provided strike privileges. In return, binding arbitration was provided as a means of settling differences. Prior to PERA, neither the state nor its political subdivisions were required to enter into union contracts. Some argued that this gave local government complete authority to block attempts by public employees to organize.

The PERA repealed this and the Act specifically applied to

"Bits From Bettye" All Alaska Weekly

"organized boroughs and political subdivisions of the state, home rule or otherwise, unless the legislative body of the political subdivision, by ordinance or resolution rejects having its provisions apply." I stressed unless because this exemption, known as the Koslosky amendment, was intended to allow local governments an opportunity to retain local control over their labor relations. But, as intended, the Act also recognizes that there needs to be a clear intent to continue collective bargaining rather than interfere with employee rights.

I've become increasingly concerned in this area. When it comes to firemen and policemen, all of us should become concerned with the morale of these people who risk life and limb to protect our safety. To provide them with a reasonable livelihood and assurances that in their retiring years they will not become destitute is not unreasonable.

I'm looking at an amendment which would strike the Koslosky amendment effectively requiring that all collective bargaining be conducted in accordance with the Public Employment Relations Act. Clearly, to exempt is not to eliminate, diminish, or affect the rights of employees. As long as good faith bargaining continues, the intent of the Act is being met.

Editorial Opinion and Comment of



Daily News - Miner

"Independent in All Things . . . Neutral in None"

Other opinions expressed on this page do not necessarily reflect those of the Daily News-Miner.

A local option issue

The question of whether or not the city should negotiate contracts with its various workers is a far different one than the question of whether the city or the state should decide when to negotiate.

The latter question is at issue in a proposal by Sen. Bettye Fahrenkamp, D-Fairbanks. We need to be careful that in discussing the proposal's merits, we're not focussing on the first question.

In 1972, the state Legislature passed the Public Employee Relations Act, requiring public employers to negotiate and enter into labor contracts with employee organizations.

An amendment to that act was later sponsored by former state Sen. Jan Koslosky of Palmer, and came to be known as the Koslosky amendment. It permits the legislative body of a municipality to reject provisions of the employee relations act.

Different municipalities have reacted differently to the amendment. In Anchorage, the municipality has continued to negotiate with employee organizations.

In Fairbanks, however, the city has been moving away from collective bargaining, using the Koslosky amendment as its legal justification for refusing to bargain with some groups.

Fahrenkamp's proposal would repeal the Koslosky amendment, in effect taking away the city's right to decide for itself whether to proceed with collective bargaining with employee groups.

We hope the arguments over Fahrenkamp's proposal will focus on whether we wish to deprive the city of this local option. Frankly, we'd rather have the city council decide when to enter into collective bargaining than have the state Legislature decide for us.

Why permit 60 people from all over the state to decide an issue that directly effects taxpayers in the city of Fairbanks? We think it makes more sense to let the city council decide it. Those who don't like the council's decision certainly will find it easier to argue before six council members than they will before 60 legislators, and vice versa.

This proposal should be viewed as a local option issue and argued as such. We hope it's defeated.

Handwritten signature: © Howard F&S DML

Large letter N

BOSTON long week Bush was explaining our President v tions and ze ers were fu ements and But in Br Snc w had j grade of the fil a crew. Sh beer. in other ton area, to knew about th they knew it, As an educ high-school pr Nuclear Age, tor of a medic she is e of a to understand with the most world. As a grown number of pec

1 Copy -> ~~Sen. Fahrenkamp~~ TELECOPY COVER SHEET  
Chair,

1 Copy -> ~~Senator Eliason~~ Labor + Commerce Comm. PHONE: \_\_\_\_\_

FROM: FAIRBANKS I.T.O. PHONE: 452-4448

INSTRUCTIONS: Please call Senator ~~Eliason~~ Eliason  
~~to pick up, and copy to Senator Fahrenkamp~~

RECEIVED: DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

SENT: DATE: 3/8/83 TIME: 8:20 AM

BY: (YOUR OFFICE AND PHONE NO.)

DISPOSAL OF ORIGINAL: \_\_\_\_\_ THROW AWAY  
\_\_\_\_\_ HOLD FOR PICK UP

NUMBER OF PAGES: \_\_\_\_\_ (NOT COUNTING THIS COVER SHEET)

# Fairbanks Fire Fighters Union

LOCAL 1324

656 SEVENTH AVE.

FAIRBANKS, ALASKA 99701

Peter Stern  
PRESIDENT



Keyle LaMountain  
SECRETARY

*In reference to  
5B154*

February 24, 1983

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| 4) Average Number of Years of Residency in Fairbanks | 18.75 |
| 5) Percentage of Membership Who are Property Owners  | 38%   |

List of Members: Fairbanks Police Department Employees Association

1. Rita Maninger
2. James Barclay
3. John Baus
4. Howard Bezdek
5. Norman Brake
6. Leonard Brown
7. William Buchanan
8. Jan Carnahan
9. Randall Coffey
10. Frank Coletta
11. David Curwen
12. John Drews
13. Debby Flickus
14. James Fitzgerald
15. Henry Hills
16. Wilbur Hooks
17. Andrea Hornbeck
18. Lon Johnson
19. Paul Keller
20. David Kendrick
21. Donald Lasage
22. Larry Layman
23. James Lowe
24. Angella Long
25. Barbara Niles
26. Dorothea Purvis
27. David Schipper
28. Bernadette Stowe
29. Ramona Turner
30. Stephanie Wilson
31. Suzanne Womack
32. Howard Mahler
33. David Maitlen
34. Dennis Martin
35. Raymond Miller
36. Mike Nielson
37. Victoria Poulin
38. Michael Pulice
39. Clifford Ring
40. Marie Scholle
41. Allison Scott
42. Raymond Smith
43. James Stepp
44. Donald Wagner
45. Nancy Walczyk
46. Mark Wayson
47. Perry Williamson
48. Douglas Woolley
49. Evelyn Benson
50. Willie Blackburn, Sr.
51. Linda Elzey
52. Choni Gronmark
53. Theresa Helmers
54. Mary Hendrickson
55. Ly. U. Hoang
36. Holly Hruza
57. Betty Ketzler
58. Martha Lake
59. Adrianna Lewis

In re. do SB154

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In re. to SB 154

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List of Additional Members of FPD not covered by FPDEA

1. Mathew Kiernan, Chief of Police
2. Richard Cummings, Captian
3. Roland Bonneville, Lt.
4. Kenneth Keber, Lt.
5. Gary Vogt, Lt.
6. Jerry Prater, Lt.
7. Victor Gunn, Lt.
8. Craig Forester, Lt.
9. Phillip McCollum, Planning Officer
10. John Kairis, Training Officer

International Brotherhood

of Electrical Workers

TELEPHONE  
(907) 456-4248  
or 456-4249



60 HALL STREET  
FAIRBANKS, ALASKA 99701

VERN C. (Bud) GARRISON  
BUSINESS MANAGER • FINANCIAL SECRETARY

GEORGE A. ROBERTS  
PRESIDENT

Local 1547

459

In re. to 5B154

August 23, 1982

Honorable Mayor Ruth Burnette  
and the City Council of the  
City of Fairbanks  
Fairbanks, Alaska

Dear Mayor Burnette:

Since the power to recognize Labor Organizations as bargaining agents of City employees and to bargain with them is vested in the City Council and the City Manager of the City of Fairbanks, please consider this a petition from the International Brotherhood of Electrical Workers, Local Union 1547, (herein after called the Union) for the Council to recognize them as the bargaining agent for the employees of the Fairbanks Municipal Utilities System employed in the Wastewater Treatment Department.

The Union has received signed cards authorizing the Union to represent them from approximately eight-five percent (85%) of the twenty-one persons employed in this department.

The Union, after being duly recognized as the bargaining agent, would desire to bargain to gain the following ends for these employees:

To bring the Wastewater Treatment Department under all the provisions of the current Fairbanks Municipal Utilities Agreement (herein after called the Agreement) with their hourly rate to remain the same.

To change their Health and Welfare, pension plan, and fringe benefits from the present plans provided by the City to those provided through the Agreement.

J.N. re. to SB 154

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Honorable Mayor Ruth Burnette  
August 23, 1982  
Page 2

To add the necessary rules and regulations of the department to the general work rules governing employees in Article 12.13(c) of the Agreement.

The Union will permit a neutral third party of integrity to examine the authorization cards and compare the names of the employees against a list of employees provided by the City to determine their authenticity, if desired.

Your due consideration of this matter will be greatly appreciated by all the parties concerned in this action.

Sincerely,

*Carroll N. Holmes*

CARROLL N. HOLMES  
Business Representative  
I.B.E.W. Local 1547  
Unit 102, Fairbanks

cc: Greg Oczkus  
Vern C. "Bud" Garrison  
Gay Dunham

In re. to SB 154

6 of 9

W.C. Droz, City Manager  
 City of Fairbanks  
 410 Cushman Street  
 Fairbanks, Alaska 99701

January 17, 1983  
 Certified 6056409

Dear Mr. Droz:

Paragraph 1.2 of the Working Agreement entered into between the City of Fairbanks and the Fairbanks Fire Fighters (Jan. 1, 1981 - Dec. 31, 1983) provides that:

Either party desiring any change or modification in this Agreement shall notify the other party in writing at least sixty (60) days prior to the Anniversary date of this Agreement. . . Upon receipt of such notice negotiations shall begin within fifteen (15) days. . .

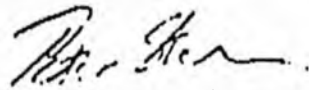
The history of negotiations between the City and its Fire Fighters Union has proven that a sixty day period is insufficient to permit meaningful negotiations and agreement. For this reason, and in the interest of permitting adequate time for negotiations and reflection upon the respective positions of the parties, the Fire Fighters Union has elected to give the City notice as contemplated in paragraph 1.2 at this time.

This is notice that the Fairbanks Fire Fighters want to change and modify this agreement. Proposed changes will include these items:

- Sec. 1 Duration
- Sec. 2 Coverage
- Sec. 3 Employer-Union Relations
- Sec. 4 Grievance Procedures
- Sec. 5 Employee Benefits
- Sec. 6 Working Rules
- Sec. 7 Holidays
- Sec. 8 Sick Leave
- Sec. 9 Annual Leave
- Sec. 10 Pay Days
- Sec. 11 Union Membership
- Sec. 12 Seniority
- Sec. 13 Lay-off and Discharge
- Sec. 14 Shop Steward
- Sec. 15 Jury Duty
- Sec. 16 Safety
- Sec. 17 Wages

The negotiations team for the fire fighters will be at the Laborer's Union Hall, Conference Room, 315 Barnette St. on January 31, 1983 at 10:00am to meet with the city's representative to begin negotiations.

Sincerely,



Peter Stern, President

Fairbanks Firefighters Association  
656 Seventh Avenue  
Fairbanks, Alaska 99701

December 15, 1982

In re. "to SB 154

7 of 9

The Honorable Bill Walley  
Mayor of Fairbanks  
410 Cushman Street  
Fairbanks, Alaska 99701

Dear Mayor Walley:

Recent news articles indicate the City of Fairbanks is changing its view toward employees.

Based on these news releases it has been concluded that the City Council does not intend to renegotiate the current Labor Agreement with the Firefighters, but place its members under a Personnel Ordinance.

If this is true, the Firefighters Association strongly opposes any such change.

The value of Labor Agreements to the employer and employee have been manifest in the City of Fairbanks for a number of years.

The reasoning for such drastic and sweeping change is quite unclear to us.

Sincerely,

Fairbanks Firefighters Association

151

Peter Stern, President

International Brotherhood

of Electrical Workers

TELEPHONE  
(907) 456-4248  
or 456-4249



80 HALL STREET  
FAIRBANKS, ALASKA 99701

VERA C. (DAN) GARRISON  
BUSINESS MANAGER & FINANCIAL SECRETARY

GEORGE L. ROBERTS  
PRESIDENT

*Inv. re. to SB 154*

Local 1547

*8 of 9*

December 21, 1982

The Honorable Bill Walley  
Mayor of Fairbanks  
410 Cushman St.  
Fairbanks, Alaska 99701

Dear Bill,

I had decided to refrain from commenting on the newspaper article mentioned in the enclosed letter. I had thought that you would refute the anti-union bias represented by the Council action concerning the Police Department. Since you did not, the paranoia that strikes MUS workers six months to a year before contract time seems to have some factual basis this year. They all worry whether the City Council will negotiate with the Union or not. If it is true that you do not plan to recognize us (the I.B.E.W.) as the bargaining agent, let us know so that we can have our confrontation now instead of this summer. You may get more mileage out of a strike this summer when everyone wants a new phone.

What secret expertise does the City have that they would be able to recruit enough qualified non-union, out-of-state workers to take over the Telephone and the Electrical Departments?

It perhaps indicates what the City Council really thinks of the citizens of Fairbanks that they would propose to force the City employees to go scab in one of the most pro-union cities in the state?

Better still--why don't you let voters of Fairbanks vote on whether the City should have the right to not bargain with a Union of the employees' choosing?

In re. do 35154  
Page 2  
Bill Walley  
December 21, 1982

9 of 9

Why not put the Public Employees Relations Act up for a referendum with the voters? Let them decide if they want to bring on more labor unrest as was done when you disenfranchised Public Works, or to have the City bargain in good faith with its employees.

Do you have any idea how unsettling it is to not know whether your employer is going to force you out on the street because you want to maintain the basic right to bargain?

We want the same rights that have been guaranteed to private enterprise for over 45 years on the national level and to state workers for the past 10 years.

Sincerely,

*Carroll Holmes*

Carroll Holmes  
Business Representative  
Unit 102, IBEW L.U. 1547

CH/jc  
enclosure

cc: Greg Oczkus, Gen. Counsel IBEW  
Peter Starn, Fbks. Firefighters  
Bud Langberg, F.C.L.C

*Sen Lakentany*

TELECOPY COVER SHEET

417

TO: *Sen Sahad & Commission* *Vote Members* PHONE: 465 4917

FROM: PAIRBARKS L.T.O. PHONE: 452-4448

INSTRUCTIONS: please call immediately

RECEIVED: DATE: 3/9/83 TIME: 10:45 AM

SENT: DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

BY: (YOUR OFFICE AND PHONE NO.)

DISPOSAL OF ORIGINAL: \_\_\_\_\_ THROW AWAY

*from Wally Gray  
City Manager*

HOLD FOR PICK UP

NUMBER OF PAGES: 4 (NOT COUNTING THIS COVER SHEET)

*ch 19  
452-1578  
//*



## CITY OF FAIRBANKS

*Office of City Manager*  
410 CUSHMAN STREET  
FAIRBANKS, ALASKA 99701  
907-452-1881

March 8, 1983

RE: Senate Bill No. 154

Dear Legislative Member:

The City of Fairbanks has jointly and firmly resolved itself with the municipality of Anchorage that Senate Bill No. 154 not be enacted nor recommended in Committee. In and for its own behalf the city strongly urges rejection of this legislation for a number of reasons.

### Background

Fairbanks exempted itself from AS 23.40.070 et seq. (Public Employment Relations Act, hereafter "PERA") in September 1972. Prior to PERA the city's relationship with its employees had been harmonious and cooperative. The argument emerged in 1979 that the city waived its exemption when it entered into voluntary collective bargaining agreements with a member of unions (nearly six unions represent an approximate work force of 500 employees). The Alaska Supreme Court rejected this argument and upheld the city's right to the exercise of its exemption. Importantly, the triggering mechanism to this litigation was the city's refusal to litigate a burdensome number of unfair labor practice complaints submitted by two persons (AFL-CIO and Teamster) to the Alaska Department of Labor. The city rejected the Department's jurisdiction.

Four of six collective bargaining agreements are due to expire in calendar year 1983 (IBEW, Teamsters, Operating Engineers, and Firefighters). One contract (police) expired in December 1982; the last (AFL-CIO) has had no contract since 1979. Presently the city is not negotiating with the police union and has not fully determined whether it will seek to negotiate contracts with others or whether it will seek the integration of its employees into its personnel code. Incidentally, but for the absolute right of any employee to negotiate with the city, the city's personnel code meets, if not surpasses, the spirit and purpose underlying PERA's declared policy (AS 23.40.070). Employees may submit to binding arbitration any grievance concerning their wages, benefits and terms and conditions of employment. As history has aptly demonstrated, one major union (AFL-CIO) which represents Fairbanks' public works department and wastewater treatment plant employees has not had a contract since 1979. These employees have experienced no reduction in their jobs, benefits or the quality of their working environment. Quite contrarily, these employees have received annual wage and longevity increases as well as prompt resolution of the few

individual grievances which have been submitted in the span of three years.

With the termination of the police union's contract the city likewise made favorable economic adjustments to smooth the disparities invariably borne of differences between the personnel code and collective bargaining agreements. On the whole and with the exception of very few, these employees experienced an increase in wages. Also, because the city recognized the consensus of this union, special ordinances were enacted for the benefit of police employees concerning shift work and seniority status.

Senate Bill No. 154 reflects the efforts of members of the police association and possibly others as the final solution to compel the city to negotiate and conclude a collective bargaining agreement.

1. The city's opening objection to this Bill is the issue of the delicate balance between state and local government and the pursuit of home rule municipalities like Fairbanks of their constitutional rights to "maximum local self-government."

To be sure, city council members, elected areawide, have been and continue to be intensely responsive to the majority will of the people of this city. Few areas of control and self-determination are more important to local government than exists in the relationship with its work force. As always, it is the spirit and intent of this city's declared policy (see attached) to promote harmonious and cooperative relations with its employees. Fairbanks vigorously rejects the assumption implicit in Senate Bill No. 154 that harmonious and cooperative relations cannot be achieved except through mandatory collective bargaining. The harmonious and cooperative relations which exist between the city and those employees governed by the city's personnel code most certainly attests to the fact that such relations may and do exist outside the purview of PERA.

Senate Bill No. 154, therefore, constitutes an unwarranted intrusion into local government affairs.

2. Should the city become bound to PERA, let there be little doubt that the complexities of labor law principles and the litigation/arbitration of unfair labor practice claims before the Alaska Department of Labor will cause considerable time delays, antagonistic feelings, and the additional expense of personnel necessary to represent the administration at the state level. For a city which has imposed tight and responsible fiscal restraints upon its administration and which has managed the lowest ad valorem property tax rate in the state, the economic burdens which Senate Bill No. 154 will impose upon this city's administration clearly outweigh the benefits, in any, which this legislation purports to bestow.

3. As indicated, Senate Bill No. 154 arises from the perception of a few employees in this city that the city will choose to recognize and bargain collectively with some of its unions and not others. PERA itself recognizes categories and degrees of rights and obligations, and in fact excludes some classes of employees entirely. It is the city's respectful contention that the city, not the state, can best determine the needs of its administration in balance with the needs of the citizens of our city.

Sincerely,



W.C. Droz  
City Manager

WCD/HPK/bjw

tion" shall be the assignment of  
 Joyce from one class to another  
 has a higher maximum rate of

ional employee" is an individual  
 ed for a specific time or to fill  
 ion of an employee on a leave  
 nce for reason, such as special  
 , prolonged illness or the like.

r appointment" shall be an  
 ment without time limitation, or  
 restrictions as to continued  
 ment.

r employee" is an individual  
 g a regular appointment in either  
 sified or exempt service.

al" is the separation of any  
 e on probation or for failure to  
 al requirements of employment.

sion" is the enforced leave of  
 for disciplinary purposes or  
 investigation of charges made  
 n employee.

r" is the assignment of an  
 e from one position to another  
 Transfers can take place with in  
 ment, between departments, be-  
 sions of the same pay range,  
 positions of the same class or  
 positions of different classes.

y" is the scheduled number of  
 employee is required to work  
 (Ord. No. 3786, § 1, 6-13-79,  
 § 1, 9-24-79)

Section 1 of Ord. No. 3633, adopted Sept.  
 1978, and redesignated § 2.502(40),  
 has been redesignated § 2.502(28) and the  
 renumbered by the editor in order to main-  
 tain the sequence of the terms defined.

Sec. 2.503. Declaration of personnel policy.

Under the authority granted to the city coun-  
 cil by the city charter the following principles  
 and policies are established:

- (1) Employment in the city government shall be based on merit and be free of personal and political considerations.
- (2) Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the municipal government.
- (3) Positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis.
- (4) Every effort shall be made to stimulate high morale by fair administration of this article and by every consideration of the rights and interests of employees, consistent with the best interests of the public and the city; and
- (5) Continuity of employment covered by this article shall be subject to good behavior, satisfactory performance of work, necessity for the performance of work, and availability of funds. (Ord. No. 3786, § 1, 6-13-79)

Sec. 2.504. Coverage.

All offices and positions of the city shall be and are hereby allocated to either the classified service or the exempt service. The exempt service shall include all elected officials and members of citizen boards and commissions, employees covered by contracts, part-time employees, temporary full-time employees and all other personnel appointed to serve without compensation. The classified city service consists of those employees which are not specifically

3. ELECTIONS

4. BUSINESS REGULATIONS

5. TAXATION

COLLECTIVE BARGAINING/  
BINDING ARBITRATION

The Professional Fire Fighters of Alaska feel that it is a basic right of all employees to bargain collectively with their employers. This is necessary in order to establish within the employer-employee relationship an orderly process for the discussion and resolution of differences surrounding the subjects of improved working conditions, wages, and grievances.

Public employees have to often been thought of as public servants and have been treated accordingly. Many of the current public laws contain exemptive clauses for public employees thereby ignoring the needs of vast numbers of the labor force. Recently the Alaska State Supreme Court in its ruling on the case of the International Association of Fire Fighters vs. the City of Fairbanks that the question of whether or not the City wished to negotiate was optional. The results of this ruling and current legislation can be listed as follows:

1. Negotiations become ever increasingly prolonged
2. Strikes have been termed illegal by citing Common Law
3. Strike breaking tactics such as the firing and replacement of employees has been used.
4. Token negotiations have been offered but have lacked good faith bargaining.
5. Disputes tend to be resolved in court at great expense to both parties involved.

In 1972 the State of Alaska passed into law the Public Employees Relations Act (PERA). This Act contained within it guidelines for collective bargaining as well as for the settlement of grievances. Employees were categorized into various classes and depending on the nature of the work performed certain restrictions were applied. For example public safety and public health employees did not have the right to strike. To offset this feature of the Act as well as provide for the resolution of differences binding arbitration was included. However much of the good contained in the Act was rendered useless by the inclusion of what is known as the Koslosky Amendment. This amendment allowed individual political subdivisions to exempt themselves from the provisions of the Act. Many local governments opted to take advantage of this clause and at the same time took advantage of their employees denying them of the benefits so thoughtfully contained in the Act.

Presently a large number of government employees are left stranded without the necessary mechanism to address to their employers the needed improvements in working conditions, wages, and benefits, or to settle differences that may arise. The Professional Fire Fighters of Alaska advocate legislation that would provide to these public employees the benefits currently contained in the Public Employees Relations Act.

# Fairbanks Fire Fighters Union

LOCAL 1324

656 SEVENTH AVE.

FAIRBANKS, ALASKA 99701

Peter Stern  
PRESIDENT



Kayle LaMountain  
SECRETARY

February 1, 1983

Bettye Fahrenkamp  
State Capitol  
Pouch "V" Juneau, Alaska 99811

Re: P.E.R.A.

Dear Senator Fahrenkamp:

I would like to take this opportunity to say that your concern for labor is most gratifying. Your commitment to repeal the Koslosky Amendment is supported in every respect.

It is believed the legislative intent of the Public Employment Relations Act (P.E.R.A.) is to provide stability and harmony in the work place for all public employees. Indeed, if this were not the original intent of P.E.R.A., then why was so much thought and language utilized to carefully classify and define the various jobs commonly found within local governments?

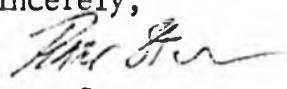
Also, various restrictions were imposed on employers and employees alike concerning labor negotiations and practices. This was done to ensure fairness to all concerned while at the same time protecting the public from the results of excess demands made by either party.

It is further believed that the legislative intent of P.E.R.A. was subsequently subverted by the inclusion of the Koslosky Amendment which allows political subdivisions the option to exempt themselves from the law. It is absurd that so meaningful a law should permit an exemption from its application.

Your commitment to resolve this situation will finally bring equality to all public employees and reinstate the original intent of the law.

We look forward to working with you and your office in any way that we may. Thank you once again for your interest and responsiveness in this matter.

Sincerely,

  
Peter Stern  
President

PS:k1

# TELEGRAM

ELIASON, INC.  
PHONE: 888-6142  
# JUNEAU, AK, 99802

02010 TDA PETERSBURG AK 48 03-08 1015A AST

1983 MAR 8 PM 12 50

PMS SEN RICHARD ELIASON

**0514**

JUNEAU

WE SUPPORT THE PASSAGE OF SENATE BILL NBR 154 WHICH IF  
ADOPTED WOULD BRING ALL PUBLIC EMPLOYEES UNDER THE PUBLIC  
EMPLOYMENT RELATIONS ACT PASSAGE OF THIS BILL WILL ALLEVIATE  
JOB STRESS AND POOR MORALE AND WILL ASSIST IN IMPROVING  
EMPLOYEE CITY COUNCIL RELATIONS.

PETERSBURG MUNICIPAL EMPLOYEES ASSN

BOX 865

PETERSBURG AK 99833

FISCAL NOTE

MR. CHAIRMAN, I HAVE HAD ONLY A VERY QUICK LOOK AT THE FISCAL NOTE PROVIDED BY THE DEPARTMENT OF LABOR FOR THIS BILL.

IT APPEARS EXCESSIVELY HIGH. ONE COST WHICH IS ATTRIBUTED TO THIS BILL WHICH SHOULD NOT BE IS THE ADDITIONAL BURDEN OF INVESTIGATING REPRESENTATION PETITIONS AND DETERMINING THE APPROPRIATE COLLECTIVE BARGAINING UNITS FOR FAIRBANKS AND ANCHORAGE. BOTH OF THESE COMMUNITIES CURRENTLY HAVE THESE STEPS COMPLETED. AS THEY COLLECTIVELY CONSTITUTE 47% OF THE NEW ELIGIBLE EMPLOYEES, THE FISCAL NOTE SHOULD BE MODIFIED TO REFLECT THESE SAVINGS. THIS OVERSIGHT MIGHT SUGGEST THAT FURTHER DOCUMENTATION MIGHT BE REQUIRED TO SUBSTANTIATE THE COST OF IMPLEMENTING THIS LEGISLATION.



Committee On Political Education  
Alaska A.F.L. - C.I.O.

TO: THE HONORABLE MEMBERS OF THE ALASKA  
STATE LEGISLATURE

RE: Senate Bill 154

The Public Employment Relations Act was adopted June 7, 1972. The Act was modelled after the National Labor Relations Act by also recognizing public employees rights "to organize and form labor organizations for their mutual aid and protection".

The policy in support of this legislation is stated directly in AS 23.40.70. It states that "joint decision-making is the modern way of decision making", .... employees are more responsive and can direct their energies to the public's interests ... promotes harmonious labor relations and protects the public by assuring effective and orderly operations of government."

The opt out provision in Section 4 ch. 113 SLA 1972 allow for local autonomy while insuring fair collective bargaining for public employees. The statutory intent behind the opt provision accommodated both the local autonomy and collective bargaining interests by that local government adopting its own collective bargaining ordinance. This statutory intent was outlined in AMEA v. Municipality of Anchorage 618 p2d 575 (1990) by the Alaska Supreme Court which states, "that Section 4 was added to PERA to give political subdivisions of the State the freedom to fashion their own labor ordinance and systems of collective bargaining."

But several Local government employers have evaded the statutory intent of the Act through abuse of Section 4, ch. 113 SLA 1972. Employees organizing efforts in some cities have been unfairly interfered with public officials that opt out to completely thwart the employee's efforts. This was denounced by the Alaska Supreme Court in State v. City of Petersburg 538 P2d 263 (1975) and by Superior Court concerning the Kodiak public employees rights.

Many other local governments have also violated the intent of Section 4, ch. 113 SLA 1972 by opting out without then adopting their own local ordinances. This completely deprives the employees of their statutory rights - and may affect the public interests since no structured system is available to prevent labor-management disputes. Only 7 local governments have adopted legitimate collective bargaining ordinances after opting out of the Public Employment Relations Act.

An individual's right to organize and join labor organizations has been recognized for all employees in the private sector for over forty years and in the public section in Alaska since 1972. The employees that work in public service for local government also deserve equal respect for their rights. As the members of this Legislature certainly would agree, no reason exists to treat these individuals as second class citizens. Therefore, I respectfully request your approval of Senator Bill 154.

Sincerely,

Marlene Neve'  
Legislative and Political Director  
Alaska State AFL-CIO

MN/ks

3-18-83

To:

All Members of the State Finance Committee:

I regret that I am not able to attend this meeting with you.

Because of a very small paragraph known as the Koslosky Amendment, the City of Fairbanks has efficiently set a policy of double standards.

They have allowed all employees to organize. However for whatever reasons they have decided to recognize all but one particular group.

These persons were placed under the City of Fairbanks Personnel Ordinance against their wishes. The Koslosky Amendment, because of the City's action, took away this group's right to have an active role in their own labor and wage affairs.

It is a proven fact that when a person is happy at his work the productivity goes up and the cost in waste is lowered.

The Koslosky Amendment

does create ineffective labor management relations, reduces harmony and removes eagerness to do a good job. All of this is a direct effect on City, State and Federal tax dollars to perform the work.

Once a political subdivision has adopted the Koslosky Amendment it appears to be able to change its policies at the drop of a hat and nothing can be done by anyone, Agency or court. Who or what can a person turn to so as to be treated fairly?

After having adopted the Koslosky amendment there is no court, labor relations board or agency that can help.

There seems to be a double standard in existence that should be deleted from the Public Employees Relations Act.

I feel that the proposed legislation to delete the

Koclosky Amendment needs to be supported by all and passed as quickly as possible

Fred M. Honeyman  
Sincerely

3-18-83

To:

All Members of the State Finance Committee

As a citizen of this United States of America, resident of the State of Alaska, member of an organized labor union and as an employee of the City of Fairbanks, I am approaching the Finance Committee with a subject that has been conveniently swept under the proverbial carpet for far too long.

The subject matter being addressed is legally referred to as the Koslosky amendment. This originally seemed to be a very insignificant attachment to a very effective piece of legislation known as the Public Employees Relations Act.

However, with time taking its usual course - I feel that for whatever reason the Koslosky Amendment was thought to be relevant to the Public Employees Relations Act. the initial wisdom of our legislative

body has fallen by the wayside and evolved into an unjust situation that has opened the door of gross abuse of its original purpose.

Under the Constitution of the United States a person is guaranteed certain rights. Placing the State on a smaller scale than that of the Federal government, a State's citizens are also guaranteed certain rights. Does there seem to be a distinguishing factor that segregates governmental employees into a minority group from citizens of this State employed in the private business sector?

The case in question is to discern why a particular local government can reject having the provisions of the Public Employee Relations Act apply if they apt.

Like a rabbit with a carrot dangling in front of his nose employees of any local government are given the right to organize

just the same as the next guy. However, when the first card is turned the so called carrot of being able to organize is pulled away and put out of reach. The local governments that have so opted do not have to recognize their employees bargaining units or even enter into good faith negotiations.

So what is these employees to do and where is he to turn? Neither the State of Alaska's Court system nor a labor relations board will even exude any interest in the problem at hand.

The problem with the Koslosky Amendment that needs to be corrected immediately is that if a governing body has this so called option this state is headed for serious problems. There should be no distinction that a governmental body can operate on a separate set of laws than the

private businessman is allowed.

It could conceivably be a trend moving on to other states and onward to the Federal government level.

To finalize this very briefly; if this state does not make all of its local governing bodies operate under fair and equal labor practices we have just taken the first step in this United States to opening up the door to a dictatorship of the proletariat.

Sincerely  
Barbara Forsythe

## fer barge erve PWS Kodiak

DE2 - A refrigerator is due to begin service to Sitka, Kodiak, Yakutat and Cordova on a seven-week basis beginning in April, according to the Valdez Guard.

Alaska Line plans to use refrigerated goods to the cities using generators to heat containers of frozen hardy chill goods, says Job Slate.

"I said since transit time is about 10 days, grocery stores not choose the service for more perishable products."

"I said the barge will pick up goods brought to Sitka from Kodiak and then travel to Kodiak, Valdez, Cordova and Kodiak."

"I look at the short term service as a way to provide a more reliable ocean service to these cities," he said. "The long-term idea is to have a service to serving the Interior."

## Homer city employes want union election

HOMER - The Alaska Public Employes Association has asked the state Department of Labor to hold a union election among this city's workforce.

But the move may be stalled by a city council resolution passed almost 10 years ago in which the city opted out of the Public Employee Relations Act of 1973.

At issue is whether the resolution is enough. The law requires that an ordinance to that effect be passed and Homer city clerk Kathy Herold says no such ordinance is on the books.

The APEA filed an organization petition with the state recently, following city employes' show of interest in joining the statewide union.

Labor department supervisor Don Wilson says if materials filed by the association are determined to be valid, an election probably will be scheduled within the next two months.

However if the resolution is determined to have the same

weight as an ordinance, the state association cannot compel the city to bargain with its employes, according to association researcher Lee Powelson.

"If that is the case, we would hope the council would recognize the employes' desires and allow them to organize anyway," Powelson says.

The employe movement manifested itself recently with distribution of interest cards among city workers. Some 31 of the cards were signed and filed with the union. The city of Homer has 57 employes.

It takes a vote of 50 per cent plus one employe to form an association.

### PORT REPORT

The Port of Anchorage monthly tonnage summary shows a total of 85,162.5 tons of cargo was handled by the port in the first month of this year. All of the cargo was general cargo with no petroleum cargo reported handled.

15 MARY JO

1995 3/24/97

SENATORS JENNETT, JACKETT, FAIKS, FERGUSON, FISCHER, JOSEPHSON, MULCAHY,  
ELIASON, RODEY AND FAHRENKAMP

FROM THOMAS E. DEAN  
CITY OF KODIAK EMPLOYEE  
P.O. BOX 3103  
KODIAK, AK. 99615 HM: 486-5720 WK: 486-5728

REPORT THE PASSAGE OF SENATE BILL #154.

0003080 PRTY 1 03/24/83 10:11:00 ORIG: L000 IN= 0003 OUT= 0018  
BY JG/KODIAK TO: JUNEAU  
HL SUBJ: POM'S

TO: BENNETT, SACKETT, FAIKS, FERGUSON, FINCHER, JOSEPHSON, KULCAHY,  
ELIASON, RODEY AND FAHRENKAMP

DENNIS C. WILLIAMSON  
EMPLOYEE, CITY OF KODIAK  
BOX 1917

AK, AK. 99615 HM: 486-4327 WK: 486-5720

SEN. 15. WOULD ALLOW EMPLOYEES OF THE CITY OF KODIAK A MORE DEMOCRATIC  
POLICY'S DIRECTLY AFFECTING THE WORKING BODY. PAST ATTEMPTS  
HAVE BEEN SUCCESSFULLY THWARTED BY THE CITY'S ELECTED OFFICIALS.  
OF KODIAK FIREFIGHTERS SUPPORT THE PASSAGE OF SENATE BILL 154.

\*\*\*\*\*

TO: SENATE LABOR AND COMMERCE COMMITTEE MEMBERS

FROM: John Niemi, Firefighter, City and Borough of Juneau

DATE: March 22, 1983, 2:15 pm

LF

(This message was phoned in to the Senate Labor and Commerce staff by John Niemi due to the fact that all of the firefighters who had planned to testify are in "in-service training" or on duty. They wished to go on record as being in support of SB 154.)

"We've had some bad problems with the City and Borough of Juneau...we don't really want to get unionized, but we need some sort of access to binding negotiations. I think this goes for all of the guys in the Valley, too. We don't want to strike or anything, but we do need access to some sort of binding agreement. The way it is now, we just have to go along with whatever the City wants to do. We support SB 154."

## Analysis

# Kerttula Seeks "Emergency" Housing for Livestock

By JOE La ROCCA

JUNEAU — During and after World War II, when tens of thousands of U.S. military men and their families were assigned to Alaska to bolster U.S. defenses here, housing for them was in extremely short supply.

As a result, the territorial legislature created Alaska's first revenue bonding agency in 1949, the Alaska Housing Authority.

The original housing authority act authorized the issuance of revenue bonds only for the purpose of providing housing in an emergency.

At statehood, the housing authority act was codified into the new state statutes, and was renamed the Alaska

State Housing Authority, better known as ASHA

For more than a decade, the ASHA act lay dormant in the statutes, virtually forgotten.

But in the late 1960s, the legislature and governor illicitly revived ASHA in order to obtain funds to construct a variety of state buildings. They were wholly unrelated to the emergency conditions spelled out in the ASHA act.

Under their plan, ASHA would float revenue bonds to pay for the construction of these buildings, which ASHA would then rent to the state. The legislature, in turn, would appropriate funds to service the debt in the guise of rental or lease payments.

The only problem with this clever scheme was that it violated the state constitutional prohibition against the contracting of state debt for construction projects unless approved by the voters at a statewide election.

In short, the state authorized ASHA, a creature of the state, to finance and construct these buildings, then rent them back to the state. With elegant but shallow sophistry, proponents argued that ASHA, not the state, contracted the debt; therefore it was not a state debt barred by the constitution.

This illegal practice continued through the early 1970s. By that time more than \$100 million worth of construction projects had been illicitly financed and built around the state during an era when \$100 million was Big Bucks.

One of the convenient features of the ASHA funding scheme was that it only required the approval by the legislature of a resolution, calling for the construction of these buildings at an estimated cost which was always only a fraction of their true cost upon completion.

But not to worry, All the legislature had to do was to increase the annual appropriations for the rental payments to cover the increased debt service, and stretch the payments out over a longer period of time.

One of the constructive things that Gov. Jay Hammond did, early in his first administration, was to bring this unconstitutional practice to a screeching halt in 1975.

But now, eight years later, less than 100 days into a new administration, the ASHA scheme has once again

## Bugging . . .

—Continued from page 1

of the investigation by Governor Bill Sheffield at his weekly cabinet meeting Tuesday. Sundberg reported, among other things, that while he is comfortable with his conclusion that no tape was made of the conversation in Bussell's office, other steps are being taken. These include a more sophisticated examination of the tape by the FBI to determine whether any portion of the tape was erased or recorded over. Those results are to be back in about a week, Sundberg said.

If those findings are not satisfactory, Sundberg added, another possibility is that polygraph tests would be administered to all parties involved in the incident. These include the state's chief prosecutor, Dan Hickey, Assistant Attorney General Tim Petumenous, and Sergeant Randy Johnston, of the State Troopers.

Rep. Bussell later told the Associated Press that he did not submit to a polygraph test because he doesn't consider them reliable. But in an interview later, Sundberg told this reporter that he definitely included Bussell among those who would take the test because, he said, Bussell had earlier agreed to submit to one if necessary.

In re-enacting the events leading to the alleged incident, Sundberg said he asked Rep. Bussell to demonstrate precisely how he manipulated the tape recorder mechanism when he listened to a portion of the tape in his office and concluded that it may have contained his conversation with the three officers. That demonstration, Sundberg said, was crucial in drawing his conclusion that no recording

## Don Bennett Reports



By Sen. Don Bennett

We in the Legislature have come under criticism from Governor Sheffield and others for insisting that we be allowed to determine some of the items that will be included in our state's capital budget.

In recent years the capital budget has been divided into three roughly equal parts, with a third for the governor, a third for the House and a third for the Senate.

This division came about because individual legislators are

and for the quick benefits they would bring to Alaskans.

Our municipal officials submitted long lists of such projects to the governor, but unfortunately very few of them appear on his list for the Fairbanks area. I am not quarreling with the specific projects he did choose for our area. Every one of them is needed, but I do have problems with the fact that so few Fairbanks projects are on the governor's proposed list.

Disparities of this sort formed

to determine which projects their communities need.

And it is becoming apparent that some similar division is going to be necessary again this year.

One look at the Fairbanks projects in the governor's recent supplemental budget proposal tells the story. That proposal totals \$249 million. Of that amount, only \$15.7 million — 6.3 percent — is for Fairbanks.

In my view, our community would not receive a fair share of the money in this proposal, and we are not alone. Several other regions also are slighted in this bill. If the governor cannot be persuaded to remedy this situation, the legislature will have to.

This supplemental appropriation was aimed at getting bid-ready projects under construction this summer, both for the jobs they would provide

for the legislature's insistence on having a say on capital projects and this sort of unequal treatment is the reason the legislature continues to press the point.

We in the legislature are interested in maintaining cordial relations with the governor, but that cordiality cannot be purchased at the price of foregoing the vital improvements our communities need.

Fairbanks projects have been through the public hearing process, both by our municipalities and in sessions I held as Finance Committee co-chairman this fall, and I want to be sure that the public's needs are represented fairly when decisions are made on funding for capital improvements in our area.

Meanwhile, I hope you will feel free to contact me at my office in the Capitol by writing to Pouch V, Juneau, 99811, or calling 465-3714.

Late last week, Senate President Jalmar Kerttula, D-Palmer, introduced a resolution calling upon ASHA to finance and construct on the state fairgrounds in his hometown a \$7 million "livestock pavillion." That's hardly a facility which meets the definition of emergency citizen housing. Rarely has a pork barrel project been so aptly fingered.

The state constitution, seldom an impediment to prohibited actions in the senate under its present leadership, is not likely to prevail in this instance either. Kerttula's resolution can be expected to pop quickly out of the senate like . . . well, a greased pig.

One can only hope that the House of Representatives, more mindful of its constitutional obligations than the Senate, will skewer this pungent hunk of pork before it escapes from the pen.

#### MARK A. ROBINSON

Pvt. Mark A. Robinson, son of Loretta M. and Marrison L. Robinson of 3450 Korovin Bay, Anchorage, has completed one station unit training at the U.S. Army Infantry School, Fort Benning, Ga.

#### TRENT V. MOUTREY

Navy Seaman Apprentice Trent V. Moutrey, son of George F. and Marion E. Moutrey of 1172 Park Dr., Fairbanks, has reported for duty aboard the repair ship USS Ajax, homeported in San Diego.

Commissioner Sundberg also said this week that he had not been aware that Rep. Bussell was not satisfied with the results of his investigation and had publicly denounced it as a "whitewash."

Said Sundberg "The only thing I am sorry about is that he isn't accepting my conclusions."

#### ANDREW W. FOEPEL

Army Pvt. Andrew W. Foepel, son of Wayne N. Foepfel of Gouverneur, N.Y. and Marjorie H. Wells of Fairbanks, has completed basic training at Fort Jackson, S.C.

#### DANIEL E. COLLINS

Pfc. Daniel E. Collins, son of Lester G. and Nancy L. Collins of Wasilla, has arrived for duty at Fort Lewis, Wash.

Collins, a construction equipment repairer with the 9th Infantry Division, was previously assigned in Mannheim, West Germany.

## A Note of Thanks

*to all of you, our wonderful Alaskan friends, for the heartwarming outpouring of sympathy and friendship, on the occasion of the tragic loss of our son and brother,*

**PVT. STEVEN JAMES BOYKO**  
(1964-1983)

*We have received so many cards, letters, telegrams, floral gifts and other valued expressions of condolence, that it will be virtually impossible to respond to each and all.*

*Please accept this as a sincere expression of our heartfelt gratitude.*

**THE BOYKO FAMILY**



## Proposed Planning Criteria Completed

Draft Planning Criteria have been completed for the Central Yukon Resource Management Plan. Copies are available upon request. Those who wish to receive copies or to comment on the planning criteria should contact Dave Ruppert, Northwest Resource Area Planning Team Leader, Bureau of Land Management, Fairbanks District Office, P.O. Box 1150, Fairbanks, Alaska 99707, or by phone (907) 356-5384.

## Weather & Quakes

48 earthquakes in the Alaska area were recorded on the College Observatory during the past week.

High temp: 24 degrees on March 8.

Low temp: -13 degrees on March 9.

Av. temp: 5.9 degrees, a departure from normal of .6

Precip: .05. Snowfall 1.2

Sunrise: 6 a.m. Sunset: 6:01 p.m., a total of 12 hrs.

01 minute, a gain of 7 minutes since yesterday.



Samuel O. Peterson Box 911 P.S.G.

Joan P. Esselman Box 581 P.S.G.

Donald Jackson Box 655 P.S.G.

Garret E. Sokel Box 502 P.S.G.

Pat Westlund - Box 1457 - P.S.G.

John C. ...

...

...

Alice M. Stapp Box 312 - P.S.G.

Therese L. Allard Box 225 P.S.G.

Ken McBeary

Mary Howe

John ... Box ... P.S.G.

Joyce ... P.O. Box 435 P.S.G.

Robert ... P.O. Box 1143

Juan ... P.O. Box 404

Raylene Whittaker P.O. Box 1520

Kathleen M. Horton P.O. Box 865

Respectfully submitted,

The Petersburg Municipal Employees Association  
P.O. Box 1017  
Petersburg, Alaska 99833

Judy -  
John Anderson  
cost

Christo Beyl

Hearing on SB 154

3/19

000

Introduction

009

John Baus - In favor of SB 154  
- Fbxs Police Assoc

7yrs - under bargaining contract until '73 - terminate contract as option under PERA

22 public police grievance

19 in favor

unfair pay raise - aggravated by personnel ordinance

lost pay sick leave

Personnel ordinance - lost lunch pay

have to be own bargainer

City Manager - can hire + fire

should work for police admin + not political

pay difference - same position/same rank

City Manager can set pay

Dec 82<sup>Dec 1982</sup> - final date for contract

Picks + choose terminate not IBEW + teamsters

Bad faith bargaining - ex use of cause

recognize other organizations

been recognize but not

74-82 33 grievances when could bargain

22 file from police department since Jan '83

personal files

letter of Oct '82 reacted in silence - brought

138 Are they in violation of ordinance - Eliason  
Conflict with own ordinance  
Support of officials - Now  
Eliason

147 Berry Haight - 9 yr firefighter

Must legal assurance - firefighters not  
in wage hour

- <sup>Health</sup> Safety is concern

- Labor agreement may be denied

In past - Bargain difficult 18 mths to sell

- pass ordinance to disallow back pay

- want to be governed

18.5 - Don Almon Sr - Support 154

Employed by Fbxs City

PERA - 1972 - good - employee involvement  
democratic relations with " "

decision making between employees + employers

Kollosky take away true intent

of collective bargaining

- Not intend to take away collective bargain  
irreversibility + uncertainty

- Ma mesh. ; plumber - pay differen

general gov't employee

utility

bargain  
different

same type of work

examples

gen govt	\$	utility
mechan	5.19 less	} utility
janitor	4.57 less	
electric	5.27 less	

because no collector bargain for 3 yrs

268 Back ground - Rodley  
Bill written on floor with amendment  
as Senat L+C Commerce

Opt-out portion amendment  
1st public hearing on law

284 Terry Ford - Utility operating engineer  
'89 no contract since

74-79 Told by legal staff - not lose  
benefit - benefit union not true  
Shift differential lost  
meal pay - cold weather (-30°)  
\$3-4 differ

Support 154 help regain equity city  
wide

326 Greg Ogilvie - legal counsel  
IBEW 1647

Ketch Fbys  
Sitha Arch  
Pet

Fbys prob not unique to Fbys  
Ketch - known PERA  
City - utility ordinance

PERA - very smoothly 3 yrs  
City diff - sec/painter/mechanic <sup>garbage</sup> - upgrade  
female positions - reason for  
strike - ask for arbitration  
no mechanism to solve impasse

Sitha - 11 yrs power plant ask IBEW for  
represent - Court - meet + confer with  
employees but not collective bargain

AREDA - Difficulty with grievance FDxs in  
within of

Not sure if SB154 is answer

- Collect  
- Inpass Resolution  
- Grievance Procedure } PERA

If local city opts out

And guarantees with rules - bargain  
with rules

If not pass SB 154 - any public employees  
guaranteed under PERA

Payment to pension - lose pension rights

Terminated with reason violates retirement

449 - Letter of recourse - mail at at later  
date

456 - Rich Bureau - Pres Local 341  
Bld Trade - 8000 people

Support <sup>SB</sup> 154

483 Dave Soback - City Mgr Palmer -  
Opposes 159

Impairs Mgt lateral - in  
Local autonomy  
City knows best how to operate  
Warrant. need.

517 How labor relations with Palmer - Elias  
S - Very good - Salary survey 7.90 increase  
term over rate - retention  
33 employees

537 Share concerns - Local  
Tax bill from Arch 7 mill - Arch  
19 mil Arch, State  
Share - revenue / school

~~549~~ Some leg. of State interferes

558 Home Rule - 4 mil. of Palmer  
7 mil. from state

579 - Justin Maloy - Mayor Soldotna  
1972 Council - opted out of PERA  
very good relationship

City employees met with City to  
discuss budget  
wage sub survey - conform closely  
with surron area

- lone ment system - personal ordinance

626 Handed resolution

630 - City employees - 33

Strong mayor for govt - not City Manager

639 Don Baleska - 27yr resident

Busin Agent Local 71

Collective  
Bargaining

REPT was an improvement / morale /  
do a job

Basic Rt of people - should be  
allow to gather for collective b

707

Al

Local 71 - 7yrs  
30yrs

Glad for hearing - uniform system

Protection of changes

Right to REPT - good

Authority exists from many city but  
useless unless city allows collective

Right to freedom collective  
 - Checks + balance are there  
 of their doing right / no work  
 - strike laws

- poor manage + people who can't manage  
 people  
 - health / safety / working condit not \$  
 - status of ~~common~~ employer determines  
 union officials will go -

quarance peaceful - no work interruption  
 not when of city man / city mayor - not  
 if govt changes

777 Improving every year

782 Doug Stearns - all ready been said

787 - list - Rodley  
 school  
 construct  
 hospit utility  
 harbor  
 school

some share  
 mun. sharing  
 city cost  
 court cost  
 land trans

municipal  
 fund  
 bank  
 state does  
 fund for  
 municip

Roder reason to see how business

Eliason — 3 times more tax  
some right of State

812 Don Shannon - Support 154

Right to collective bargain  
Police right for security  
police state - Run by the man if  
they fuck heads

826 Selection inform of law - E  
Don - it could happen

Cuty ngr - 3 yrs

838 - very import - Law enforcement order  
be above approval

844 Bell Brighton - Kansas Manager  
7 people

Against - express City Council con-  
passed order 1972  
time for public hearing - employees / <sup>no</sup> testimony  
1974 discovered error - refer to wrong  
chapter - public hearing

Personnel code contain  
classif

Amended 24 - normalization relationships  
employee / employer

given person regulat - He is hired  
- if ~~off~~ is there anything wrong  
- new here no objections

imply <sup>local</sup> that <sup>govt</sup> smart / compensate / knowledge  
with the employees

better understanding of local govt by  
classes to it.

Blank labor relations cannot take all  
community in effect.

Chamber of Commerce <sup>of Kevai</sup> - against  
requests to defect  
was read into record

San Bess - Kevai Puna is opposed

Synopsis of hearing 3/10/  
main at local  
level government

Dept of Labor 13,000+ employees  
encourage + mandate  
collective bargaining

Conflict within admin  
fiscal note re: Dept of Labor to law

feels 150 employees \$40-50,000 - 6 million  
labor relation agency will be greatly  
involved

self serving - floated the Dept of Labor

money in local govt is a concern

In some cases Local Mgt can meet demands is to raise taxes  
time spent on negotiation is overwhelming

Substant testimony in local nature - it  
would be a travesty to have state level

involve although it is a local problem

Organize local + not to state, the blanket  
total state

Unions are losing members - pick up substantial  
with SB154

build members - represents member interest  
not the public interest

Unions have great deal: leverage - with  
PAC commitment to candidates

It's a local problem hope state <sup>wouldnt</sup> leg. a  
solution prob.

+ benefit union + not the public

206 Comments - Rodley - special interest

Boon not special interests

PERA functions well

DOL has been neutral

229 Rep. Furman - chair in House

239 Confuse on position on DOL

Clarification from commission

253 ? Elinor

not force to do it - responding to public  
but not responding to you shall

- fire (1 in 3 yrs) appear personal bond  
it was upheld
- the Kevai code may not work in  
Sittler

306 can understand city diff - but these  
are basic rights - if basic rights  
are not there - the locale do not  
make a difference

ans - rent rate local concern be  
solved at hearing level, but not state

referred to past leg - right more

Side 1 - Page 2

001 discussion of past bill which testimony  
was answer to state responds to local problem

030 John Alprader - Mem. Relation <sup>ship</sup> Manager  
Start Monday

Saved with PERA - Pres APERA at the  
time - not perfect -

offer municipality in its present form

Anch has labor relation book many <sup>30-11 yrs</sup> yrs

Amend would cause crisis

City + Borough of Anch  
merges of ordinances City + Borough 2 million  
to a municipality

DOL position - admin local level - agree

liable ordinances - arbitrator in end

only entity that has no orders + do not  
collective - don't destroy the ordinance

121 Morley Neve - AFL

not uniform justice throughout state -  
why state intervention

must do something to unify -  
uniform law

Good for one - for all.

147 <sup>Bonus</sup> John FPD Employee  
AK Police Office Assn

During travel -

given choice - choose collective bargaining

Police are silent

Admins charge but police don't

Statute problem - not local

Asking for stability -

188 Annou Teleconference

Pay Differential Between Municipal Utilities System and General Government Employees - City of Fairbanks:

Not including a substantially better fringe benefit package, following are just a few of the pay scale differences between the Municipal Utilities & General Government Employees. All Jobs are for the same type of work for the City:

LABORER	Paid \$3.97 per hour more
MECHANIC	Paid \$5.19 per hour more
JANITOR	Paid \$4.57 per hour more
ELECTRICIAN	Paid \$5.20 per hour more

DOORS/WINDOWS UNLIMITED, INC.  
P.O. Box 978  
Soldotna, Alaska 99669  
262-9151

*Payroll Information  
(CURRENT) ACCORDING  
to MUS FINANCE*

## Classifications

Public Works Maintenance Worker      Laborer

Personnel = \$2,699.00 (<sup>HR.</sup> 15.57) BASE

Transfer/Laborer = \$16.96 NOW-BASE

IBEW <sup>General</sup> Laborer = 18.26 BASE

## EQUIPMENT MECHANIC

Personnel = \$3,156.00 (<sup>HR.</sup> 18.21) BASE

IBEW = \$21.87 BASE

## TUNER

Personnel = \$2,595.00 (<sup>HR.</sup> 14.97) BASE

Transfer/Tuner = \$16.96 BASE

IBEW \$18.26 BASE

## Trades Specialist

ELECTRICIAN / PLUMBER

Personnel = \$3,156.00 (<sup>HR.</sup> 18.20) BASE

Transfer/Electrician = \$19.36 BASE

IBEW = \$21.87 BASE

## Records Clerk

IBEW = \$9.95 BASE

Personnel = \$1,823.00 (<sup>HR.</sup> 10.51) BASE

Ladies and Gentleman, thank you for this opportunity to testify before your committee today.

The repeal of the Koslosky amendment means a lot not only to myself, but to my co-workers at the City of Fairbanks. Our group, known as the A.F.L.-C.I.O. Joint Crafts Council has been without a labor contract since 1979. This is not to say that we have not tried to negotiate with the City of Fairbanks, it is to say that the City of Fairbanks has refused to bargain with us and several other groups.

In order to illustrate what this means in our jobs at the city, I would like to review a few items that were in our last contract and the status of them now that we, (with no choice in the matter) are working under the City's personnel code.

1. Shop stewards. The Shop Steward would process grievances and be present at disciplinary hearings to assist the employee in knowing just what his or her rights were.

Status? deleted

2. Prepaid Legal Programs

Status? deleted

3. Double time for the seventh consecutive day worked

Status? deleted

4. Lead man (three or more men), Foreman (five or more men) supervised Status? Leadman, deleted. Foreman, as deemed needed by the superintendent.

5. On call. Two hours at overtime rate for being on call with a radio

Status? deleted

6. Call Back after regular shift. Winter, four hours minimum. Summer, Two hours minimum.

Status? deleted

7. Call Out on scheduled day off. Four hours minimum.

Status? deleted

8. Four days notice for shift change.

Status? deleted

9. Paid sick leave at termination.

Status? deleted

These nine items are the only ones that come to mind, however, all nine are in labor agreements that the City of Fairbanks has chosen to honor. To say there is an inconsistency here is stating the case mildly indeed.

The Supreme Court of the State of Alaska has ruled that the City has conducted itself within the parameters of the Koslosky Amendment.

Our only hope of achieving an equal status with the rest of the workforce in Alaska is through your fair-minded good judgment in helping defeat this travesty of human rights.

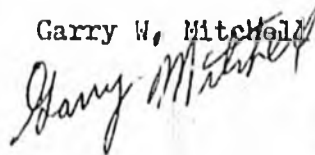
Thank You, Chris Catalone.

January 7, 1982

Mr. Caleb Pomeroy,

This letter is the first step of the grievance procedure that is in the personnel code (ordinance 3786). I was informed January 7, 1982 that you could not resolve the grievance on shift pay. The basis for this grievance are as follows. I am by all record a Municipal Utilities system employee. Most if not all of the other employees of the system receive shift pay premiums. I have not received a shift pay premium since I have been under ordinance 3786. In the litigation prior to being put under ordinance 3786 all arguments in the courtroom by the city attorney (mr. Gibson) always made it clear that nothing was to be taken from the employees. In fact judge Taylor in one of his interviews with the Newsminer said "the workers will be receiving the same pay under the personnel ordinance". This can be verified thru the court transcripts. If you read the ordinance under Declaration of Personnel Policy-"positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis-"Every effort shall be made to stimulate high morale by fair administration of this article and by every consideration of the rights and interest of the employees." I feel that myself and my fellow workers are being treated different than other employees of the system and I do not believe that is the intent or what the ordinance says.

Garry W. Mitchell





WASTEWATER TREATMENT FACILITY  
4747 Peger Road  
Fairbanks, Alaska 99701

*Municipal Utilities System*

of the City of Fairbanks  
645 FIFTH AVENUE  
P.O. BOX 2215  
FAIRBANKS, ALASKA 99707  
907-456-1000

January 7, 1982

Mr. Garry Mitchell:

As pertaining to your grievance addressed to me of 1-7-82:

I do not have the authority to grant differential in your swing shift pay, and that you will have to present your grievance to the next step, which is to the department head, John Miko, Superintendent.

*Caleb S. Pomeroy*

Caleb Pomeroy  
Utility Maintenance Supervisor

CP/msr

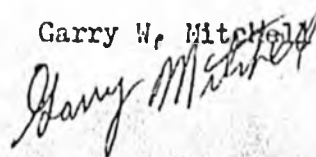


January 7, 1982

John Miko  
Mr. ~~Enleb~~ 2nd

This letter is the first step of the grievance procedure that is in the personnel code (ordinance 3786). I was informed January 7, 1982 that you could not resolve the grievance on shift pay. The basis for this grievance are as follows. I am by all record a Municipal Utilities system employee. Most if not all of the other employees of the system receive shift pay premiums. I have not received a shift pay premium since I have been under ordinance 3786. In the litigation prior to being put under ordinance 3786 all arguments in the courtroom by the city attorney (Mr. Gibson) always made it clear that nothing was to be taken from the employees. In fact judge Taylor in one of his interviews with the Newsminer said "the workers will be receiving the same pay under the personnel ordinance". This can be verified thru the court transcripts. If you read the ordinance under Declaration of Personnel Policy-"positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis-Every effort shall be made to stimulate high morale by fair administration of this article and by every consideration of the rights and interest of the employees." I feel that myself and my fellow workers are being treated different than other employees of the system and I do not believe that is the intent or what the ordinance says.

Garry W. Mitchell





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of the City of Fairbanks  
645 FIFTH AVENUE  
P.O. BOX 2215  
FAIRBANKS, ALASKA 99707  
907-456-1000

January 11, 1982

Mr. Garry Mitchell  
c/o W.W.T.P.  
4747 Peger Road  
Fairbanks, Alaska 99701

Dear Garry:

I understand the nature of your written grievance, dated January 7, 1982.

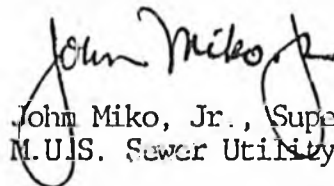
The authority to allow premium pay for shift work performed is not covered in the present FGC, Article V, "Personnel System".

Since I do not have the authority, I cannot allow the extra compensation known as "shift differential".

If the above response does not meet with your satisfaction, you have the right to pursue your grievance to the third step.

Sincerely,

WASTEWATER TREATMENT FACILITY

  
John Miko, Jr., Superintendent  
M.U.S. Sewer Utility

JM/msr

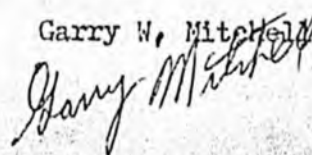


January <sup>14</sup> 7, 1982

Mr. ~~Caleb Pomeroy~~ <sup>B. H. Culpepper</sup> (City Personnel Officer)

This letter is the first <sup>third</sup> step of the grievance procedure that is in the personnel code (ordinance 3786). I was informed January <sup>14</sup> 7, 1982 that <sup>John M</sup> you could not resolve the grievance on shift pay. The basis for this grievance are as follows. I am by all record a Municipal Utilities system employee. Most if not all of the other employees of the system receive shift pay preminums. I have not received a shift pay premium since I have been under ordinance 3786. In the lidigation prior to being put under ordinance 3786 all arguments in the courtroom by the city attorney (mr. Gibson) always made it clear that nothing was to be taken from the employees. In fact judge Taylor in one of his interviews with the Newsminer said "the workers will be receiving the same pay under the personnel ordinance". This can be verified thru the court transcripts. If you read the ordinance under Declaration of Personnel Policy-"positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis-"Every effort shall be made to stimulate high morale by fair administration of this article and by every consideration of the rights and interest of the employees." I feel that myself and my fellow workers are being treated different than other employees of the system and I do not believe that is the intent or what the ordinance says.

Garry W. Mitchell



Jan. 29, 82  
No Reply

Feb 1, 1982

John Miko - stated thumbs down on the grievance and that I will be receiving a letter from Perry tomorrow (Feb 2)

*Municipal Utilities System*

Rec. Feb 2, 1982  
4 o'clock  
7 p.m.

MEMORANDUM

TO: Gary W. Mitchell  
FROM: William R. Perry, General Manager *WRP*  
SUBJECT: GARY W. MITCHELL, GRIEVANCE STEP III, SHIFT PREMIUM PAY  
DATE: February 1, 1982

I agree with the conclusions of the Personnel Officer, Mr. Culpepper. The Personnel Ordinance, does not provide for payment of shift premium pay to a classified employee of the City of Fairbanks.

Therefore, there is no authorization to pay shift premium pay until such time as the ordinance is changed.

pah

xc: Bill J. Culpepper, Personnel Director

March 5, 1982

To the City Council of the City Of Fairbanks, Alaska:

As shift workers or potential shift workers, we the undersigned employees fully support the passage of ordinance 4022 as introduced by the City manager, other employees of the Municipal Utilities System receive shift differential pay and we do not.

John R. Hoffmann  
D. W. Michael Vincent

Karl R. Hoffmann

ORDINANCE WAS DEFEATED

Garry W. Mitchell

Emile Laucher

George L. Fabian

Patton D. Witt

Dale E. Owens

T. W. Lord

Paul E. Kievel

Caleb S. Pomerooy

Arno Bauingel

Gregory E. Carlson

John J. Wilson

Lonnie Wright

Wayne Wilson

STATEMENT OF DAVID GEIS ON  
GRIEVANCE INITIATED FEBRUARY 8, 1982

On July 1, 1979, the city council, at their sole discretion, imposed the Personnel Ordinance (Ord. #3786) upon all members of the AFL-CIO Crafts Council. A grievance procedure was implemented and a series of steps were devised in which I, as an employee, could deal directly with management to settle disputes of alleged violation of the Personnel Ordinance by means of negotiation and binding arbitration, if necessary.

I began to investigate the rules and regulations of the Personnel Ordinance in early February after a fellow employee filed a grievance requesting he be paid a "shift differential." Until that time, I never paid much attention to the provisions of the Personnel Ordinance, since I was trusting that the city and my union would enter into a contract.

I recalled that in July of 1979 the city imposed a "classification plan" on all city employees and that the work of the steam and water department employees was classified as the same as that of the wastewater collection system employees. Further investigation proved that both groups of employees were classified as "Utility Worker I employees, classification number 5207." After reading the classification plan, I discovered it said that employees classified the same can be equitably compensated within the same range of pay under similar working conditions, in other words--equal pay for equal work. I also discovered that the intent of the Personnel Ordinance as defined by the city council

in their Declaration of Personnel Policy was to compensate on a uniform basis those positions having similar duties and responsibilities.

The city is violating the Personnel Ordinance because the Utility Worker I employees of the steam and water department are being paid three dollars and three cents (\$3.03) more per hour than the Utility Worker I employees of the wastewater collection system.

On February 8, 1982, I filed a grievance and began the process of negotiation in an effort to secure my "rightful and just compensation" of twenty dollars and fifty-five cents (\$20.55) per hour (base), that my fellow Utility Worker I employees receive at the steam and water department.

The following paragraphs are my arguments and justifications which lead me to believe that my grievance should be granted. All quotations were taken from the Personnel Ordinance (Ord. #3786) and are referenced as to the section or rule from which they originate.

According to the Personnel Ordinance Section 2.504--Coverage, two types of employees are described: classified employees and exempt employees. "Unless specifically designated otherwise, personnel policies and rules shall apply only to employees of the classified service."

By definition, I am a classified employee and the employees in the steam and water department are under union contract and are exempt employees.

Under Section 2.523 --Personnel Rules and Regulations, Rule II classification plan, number 10--applicability, is the following:

"The foregoing provision of Rule II shall apply to employees in the exempt service as well as employees in the classified service."

Under Rule II, number 2 --composition of the classification plan, is the following:

"The classification plan shall consist of:

(item A) A grouping in classes of positions which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions"

Under Section 2.502, number 7--definitions, is the following:

"Class is a group of positions which is sufficiently alike in general duties and responsibilities to warrant the use of the same title, class specification and pay range."

Under Section 2.502, number 10--classification, is the following:

"Classification is the act of grouping positions in classes with regard to:

(item i) duties and responsibilities;

(item iv) ranges of pay."

Furthermore, Rule II, number 5--use of classification plan, states:

"the classification plan is to be used:

(item c) in determining the salary to be paid for various types of work."

Therefore, the classification plan says that those positions classified as the same can be payed the same, and positions having similar duties and responsibilities shall be classified the same, including union employees under contract in the exempt service. Since I am a Utility Worker I employee, I can be payed the same rate as other Utility Worker I employees.

Rule III pay plan explains how salary ranges are determined for classified personnel. Rule III does not apply to union employees under contract because their salaries are negotiated and legally fixed at various rates.

As a classified employee, my salary range is flexible and could conceivably be greater than that of a union employee under contract. Since the union employee's salary is fixed and he is legally bound by the provisions of his contract, Rule II (under applicability) effectively prevents him from receiving my salary-- it does not prevent me from receiving his. Furthermore, since Rule III does not apply to the union employee under contract, his salary is not determined by what I receive, but my salary is determined by what he receives since it is based on the salary range of other classes and other public employment in the area.

Under Section 2.508--pay plan:

"Salary ranges for each class shall be coordinated with the position classification plan and shall be based on the ranges of pay for other classes, requisite qualifications, general rates of pay for comparable work in other public and private employment in the area."

Under Rule III Pay Plan, number 2--maintenance of the compensation plan:

"The compensation plan is intended to provide fair compensation for all classes in the classification plan with regard to range of pay for other classes..."

I do not believe that a three dollar and three cent (\$3.03) per hour difference between two identical classifications could be considered fair, just or equitable.

The following policies, as stated by the city council, apply to all employees that are subjected to the provisions of the Personnel Ordinance because they are statements of overall policy. The exemption clause that is stated in Sec. 2.504 Coverage appears after the statement of overall policy and refers to the policies and rules which appear after Sec. 2.504. It is worthy to note that "the word shall is always mandatory and not merely directory."

Under Section 2.503, Declaration of Personnel Policy, are the following policies which apply to all:

"Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in operation of the municipal government. Positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis; every effort shall be made to stimulate high morale be fair administration of this article..."

My contention is that the city has failed miserably in administering those above policies.

How can just and equitable incentives be attained when employees

similarly classified are not similarly compensated? How can employees work at peak efficiency when they know that they are not being treated fairly? How can high moral be attained when there is a gap of three dollars and three cents (\$3.03) per hour difference between similar classifications?

I maintain that high moral, just and equitable incentives and conditions of employment to promote efficiency and economy in operation of municipal government cannot be attained until employees having similar duties and responsibilities are compensated for on a uniform basis.

Until that happens, the city is in direct violation of the directives of the city council as stated in the Declaration of Personnel Policy and is also violating the intent of the classification plan and the pay plan.

As a city employee and a Utility Worker I who is concerned with the pursuit of justice, I have no alternative but to request my rightful and just compensation equal to twenty dollars and fifty-five cents (\$20.55) per hour (base) which is equal to that of the Utility Worker I employees in the steam and water department. The twenty dollars and fifty-five cents (\$20.55) per hour (base) with my accrued longevity added to that amount together will determine my dollar per hour wage or monthly salary basis. I request that this settlement be made retroactive to January 1, 1982.

I would like to make one last point, and that is this: I am not asking for a merit increase or a pay raise, but only parity with fellow M.U.S. Utility Worker I employees. I am asking for equal pay for equal work.

My preference would be for my union representative to negotiate my salary. However, since that is not possible, I have been forced to confront management and negotiate for myself. I do not like being placed in this position; however, I will meet the challenge.

In a technical sense, I am attempting to negotiate the terms of my working conditions as related to wages, using the provisions of the Personnel Ordinance. In this context, the following should be considered:

Section 2.505, number 4--organization; city manager:

"In negotiating contracts, the city manager will use provisions of this personnel program, unless directed otherwise, as guidelines to be achieved. The basic goal will be to treat city employees in a similar manner as much as appropriate, and to pay similar wages for similar work."

February 8, 1982

Caleb Pomeroy:

According to the "Personnel Ordinance of the City of Fairbanks, Alaska" (Ord. No. 3786) under Rule VIII Grievance Procedure:

(2) Definition

"A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of these rules and regulations..."

*IN VIOLATION OF THEIR OWN ORDINANCE BY MAKING TWO CLASSES OF EMPLOYEES*

It has recently come to my attention that the City of Fairbanks has violated the rules and intent of the Personnel Ordinance. The city has accomplished this by granting a pay raise to the Utility worker II classification employees of the M.C.S. Street and Water Dept. and not granting a similar wage increase to myself and fellow Utility Worker II employees of the M.C.S. Wastewater Treatment Facility.

The rules and intent of the Personnel Ordinance on which this grievance is based can be found under Rule II classification plan, and under Sec. 2.503 "Declaration of Personnel Policy."

I therefore have no alternative but to file this grievance and request my rightful and just compensation equal to \$20.55 per hour base pay, with my accrued longevity added to that amount, which together will determine my dollar per hour wage or monthly salary basis.

Your prompt attention and hopeful settlement of this grievance would be appreciated.

Sincerely,

*David J. Geis*  
David J. Geis

2/9/82

DAVE

*AS YOU KNOW I DO NOT HAVE THE AUTHORITY TO GIVE YOU A RAISE IN PAY. YOUR GRIEVANCE WILL HAVE TO BE CARRIED TO THE 2ND STEP*