ALASKA LEGISLATURE COMMITTEE FILES 1985-1986 8672

3471 HLAB HB 123 - HB 130

347

Ketchikan Medical Clinic, Inc.

3612 TONGASS
KETCHIKAN, ALASKA 99901

H.J. Henrickson, M.D.
D.E. Johnson, M.D.
T.L. Conley, M.D.
M.E. Bloom, M.D.

Phone 225-5144
Phone 225-5145

RECEIVED
JUL 29 1983
DIV. OF OCCUPATIONAL LICENSING
ANCHORAGE FIELD OFFICE

July 26, 1983

Department of Commerce & Economic Development
Division of Occupational Licensing
Board of Pharmacy - Regulations
Century Plaza, 142 East Third Avenue
Anchorage, Alaska 99501

RE: 12 AAC 52 New Article #5
REGULATION AND MANUFACTURER DISTRIBUTION, PRESCRIPTION AND DISPENSING OF CONTROLLED SUBSTANCES

Gentlemen:

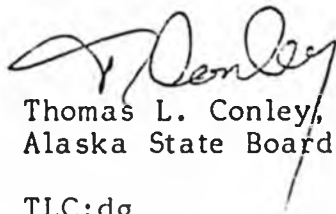
Thank you for this opportunity to again comment on the proposed regulation changes creating what is in effect a mini-DEA in the State of Alaska.

As I stated before. I find myself somewhat irritated by this whole procedure. We already have a national registration for drug control through the Drug Enforcement Administration in Washington, D.C. It totally escapes me what possible purpose could be served by creating a parallel organization in the State of Alaska. It creates a new level of bureaucracy, charges practitioners a fee of $10 for no good purpose, and most importantly, squanders $20,000 to $30,000 a year of state funds in a useless effort.

I realize that the state legislature has essentially directed the Board of Pharmacy to come up with some regulations to make sure that everyone is registered. I do not pretend to understand their purpose in this. After watching the legislature over the last several years, I suspect they do not understand their purpose either. I realize, however, that it is a hassle and you probably have to do something. Perhaps, however, we could be imaginative about this, and deliver to the legislature the appearance without the reality. After all, that is all they ever really seem to care about anyway. It strikes me that at the next conjoint pharmacy, nursing and medical board meeting we might look at the possibility of registering everyone automatically at the time they are issued a license in the various disciplines. This could be construed as conforming to the letter of the law without getting ourselves involved in futile expenditures of time, effort and public resources.

I am quite aware that there is a significant problem with illicit drugs in the State of Alaska. I certainly agree that we should expend effort, time and public funding on trying to combat this problem. However, the proposed regulations, which I understand grew out of legislative desire to do something, are totally irrelevant to the problem and represent only bureaucratic handwringing. In any case I say, enough of this. Surely we have better things to do with our time.

Sincerely.



Thomas L. Conley, M.D.
Alaska State Board of Medicine

TLC:dg

cc: Mr. Hugh Gellert
406 "G" Street
Anchorage, Alaska 99501

HARRIET JACKSON SCHIRMER, M.D.
BOX 773
WRANGELL, ALASKA 99929
874-3368

OCCUPATIONAL LICENSING ANCHORAGE
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AL[illegible] OF
COMM[illegible] [illegible]ONOMIC
DEVELOPMENT

July 28, 1983

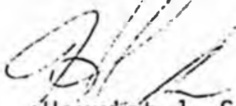
Richard A. Lyon, Commissioner
Department of Commerce and
Economic Development
Board of Pharmacy

Dear Sir:

I have just received your public notice of proposed changes in regulations, and notice that under article number five, 12 AAC 52.400, provides that every person who dispenses any controlled substance, or proposes to do so, must obtain a certificate of registration with the Board of Pharmacy. Are you suggesting that there be a double registration business for narcotics and controlled substances, or that physicians would have a federal and a state registration? What about nurses who in the course of their activity in a hospital do dispense controlled substances?

I would appreciate your letting me know what this means.

Yours sincerely,



Harriet J. Schirmer, M.D.

HJS:kaw

Susitna Valley Veterinary Clinic

Kenneth Aadsen, D.V.M. Valerie Shepard, D.V.M.

Mile 48.2 Parks Highway Star Route 2100 Wasilla, Alaska 99687 Phone 376 - 2141

August 12, 1983

Department of Commerce and Economic Development
Division of Occupational Licensing
Borad of Pharmacy Regulations
Century Plaza
142 East 3rd Avenue
Anchorage Alaska 99501

Dear Sirs,

The Board of Veterinary Examiners at its last meeting, August 8, 1983, voted to oppose adoption of the proposed amendment to 12AAC52 designated Article 5, "Regulation of Manufacture, Distribution, Prescription, and Dispensing for Controlled Substances."

Board memebers had been approached by veterinarians and other individuals opposed to the adoption of these regulations prior to the meeting and had an opportunity to review the text of the proposed amendment as well as the new statute under Chapter 17.30 "Controlled Substances." Ms. Marian Hartley, Regulations Specialist, spoke to us regarding the development of the proposed regulations.

The Board listed the following reasons for it's opposition:

1. Implementation of this regulation would merely duplicate the registration system already adequately administered by the Federal Drug Enforcement Agency.
2. The cost of this duplication would place an unnecessary financial burden on the citizens and proposed licensees of this state.
3. Other than compliance with Chapter 30 of Title 17, there has been no demonstrated need for such registration nor would its implementation appear to improve upon the already existing Federal system.
4. The requirement that all distributors register with the state may decrease the availability of some controlled substances utilized by veterinarians who ordinarily order such drugs from distributors located outside of Alaska.

The Board further suggested that the entire question of Statutorily mandated registration be reexamined by the Legislator with regard to eliminating unnecessary duplication of the Federal registration system.

We trust that the Board of Pharmacy will consider these comments along with others it might receive at the scheduled public hearing, and suggest that you move to withdraw the adoption order for Article 5.

Valerie Shepard DVM
Board of Veterinary Examiners

FAITH HOSPITAL
CENTRAL ALASKAN MISSIONS, INC.
GLENNALLEN, ALASKA 99588
PHONE 822-3203

August 26,1983

I feel a marijuana Therapeutic Research Program is a waste of time and money. Pharmacologically the effects of marijuana are no more beneficial than currently prescribed medications. For example, the use of marijuana in cancer patients or those with glaucoma has been shown to be less effective and more expensive. Research programs such as these will more than likely only promote the legalization of marijuana. I believe the legalization of marijuana would promote detrimental consequences to our already "mood altering" society.

Heidi Roth R.Ph.
Box 369
Glennallen, Alaska 99588

Box 8515
Ketchikan, Alaska
9/10/83

To: Board of Pharmacy
Concerning - Marijuana Research Program
From - Betty J. Wilson, President, Ketchikan Families in Action

Ketchikan Families in Action is a group concerned about drug use and abuse in Ketchikan and in the state of Alaska. For over two and one half years we have been studying the current research on Marijuana because we have observed what it is doing to our teenagers and friends.

The purpose of the legislation pertaining to the Alaska Therapuetic Research Act is not a good enough reason for Alaska to spend its time and money researching Marijuana as a medicine. The Federal government has been researching this for several years. We do not beleive that Alaska has better methods for conducting this research therefor let us let the Federal government do it.

The research that has been done has shown Marijuana to have some problems and that it was notsuperior to other medicines. for controlling nausea and helping Glaucoma. Dr. Richard Gralla of Memorial Sloan Kettering Cancer Center has conducted a comprehensive study using Metoclopramide to control Nausea in cancer chemotherapy patients. He found that 1. It was safe to administer at high doses, 2. Side affects are mild, 3. very effective in controlling nausea. Marijuana is none of the above. It has many unpleasant side affects, some are incoordination, dizziness, ataxia, paranoia and hallucination.

Another study was done comparing THC, a placebo and compazine. It was found that patients on THC and compazine did about as well except that they had many more side effects on THC; especially the older patients.

There are certain types of cancer therapy drugs on which THC does not work. One is cisplatinum, used against ovarion, testicular cancer as well as lung, bladder and prostat

There is lots of evidence that NORMAL the organization for reform of Marijuana laws is working hard in all states to gett them to make pot available for therapuetic use since they have not had good luck in legalizing it. This is one more way of improving Marijuana's social acceptance.

In Ketchikan marijuana is already socially acceptable with all the problems that a psychologically addictive drug can cause a community and its people. We need this money that it would cost to implement this research to help Alaska's people know that Marijuana is a dangerous drug and can get them hooked. The legislature has cut funds for drug prevention, and treatment . We need in-patient treatment facilities for youth and adequate out-patient counselling for youth and their families.

Another concern we have is that the bill says that the patient may possess Marijuana, its derivatives or its active ingredients, synthetic or natural. I believe federal law says that only THC capsules are legal. I sincerely hope that we will follow federal law . We are now in conflict with the federal law by allowing 4 oz. of marijuana for personal use. If we are not very careful we may well compound this offense.

Please thoughtfully consider the ramifications of this legislation.

Betty J. Wilson

ALASKA DEPT. OF COMMERCE & ECONOMIC DEVELOPMENT
OCT 13 PM '83
OCCUPATIONAL LICENSING ANCHORAGE

Alaska Veterinary Clinic, Inc.
300 EAST FIREWEED LANE
ANCHORAGE, ALASKA 99503

Department of Commerce
Division of Occupational Licensing
Board of Pharmacy - Regulations
Century Plaza
142 East 3rd Ave.
Anchorage, Ak. 99501

Sirs;

I wish to comment on the proposed r lations regarding manufacture distribution, prescription, and dispensing f controlled substances.

Unless the regulation specifies "for human use", I feel it places an unnecessary burden on members of the Veterinary profession. It appears that before I could order a controlled substance from a distributor, the manufacturer, distributor and myself would have to possess a permit from the Board of Pharmacy.

Please bear in mind that veterinarians use numerous anesthetic agents, sedatives, and analgesics on a daily basis, many of which are controlled substances which are purchased from numerous sources throughout the country. Veterinarians, of course, must possess a federal DEA Registration Number to utilize controlled substances. Additional state regulations and interference in the conduct of everyday practice are absolutely unwarranted and would only contribute to the growing state bureaucracy.

In summary, I wish to register my protest to the adoption of Article 5.

Yours Truly,

David W. Law D.V.M.

RECEIVED
JUL 29 1983
DIV. OF OCCUPATIONAL LICENSING
ANCHORAGE FIELD OFFICE

	OREGON	WYOMING	CALIFORNIA	COLORADO	FLORIDA	WASHINGTON
TITLE	Executive Director	Executive Director	Executive Officer	Program Administrator	Executive Director	Executive Secretary
APPOINTED BY (Hire/Fire)	Pharmacy Board	Interviewed by the Board, but in accordance with hiring procedures of the State.	Pharmacy Board	Director of the Division of Registration.	Director of the Division of Professions.	Pharmacy Board
RESPONSIBLE TO	Pharmacy Board	Pharmacy Board	Pharmacy Board	Director of the Division of Registration.	Director of the Division of Professions.	Pharmacy Board
AUTONOMOUS OR UMBRELLA AGENCY	Autonomous	Autonomous	Board operates as an autonomous board but falls under the Dept. of Consumer Affairs.	Umbrella Agency - Division of Registration in the Dept. of Regulatory Boards.	Umbrella Agency - Division of Professions in the Dept. of Professional Regulation.	Autonomous
NUMBER OF LICENSEES	10,000 of this, 2,300 pharmacies	110,000	117,500 - pharmacists 5,000 - pharmacies	4,100 - pharmacists 800 - pharmacies 275 - interns 1,000 -other drug related categories.	13,000 - pharmacists 3,600 - community & institutional pharmacies.	8 to 9,000
S[illegible] OF STAFF	7 (including the Exec. Director) 3 are inspectors who are pharmacists, full-time board staff.	3 (Exec. Director, Secretary, & Inspector who is a pharmacists.)	30 (4 Inspectors & one supervising inspector for the Northern region; 12 Inspectors & one supervising inspector for the Southern region.)	7 (3 clerical, and 4 inspectors who are pharmacists, hired be the program administrator.	6 full-time 1 part-time 1 Exec. Director *NO INSPECTORS UNDER THE EXEC. DIRECTOR (see below)	6 Office staff 9 Inspector
NUMBER OF OFFICES (Statewide)	1 Central Office	1 Central Office	2 (Sacramento & LA)	1 Central Office	1 Central Office 10 (Investigative field offices)	1 Central Office
NUMBER OF BOARD MEMBERS	7 (2 public members)	6 (3 public members)	10 (2 public members)	7 (2 public members)	7 (2 public members)	7
AMOUNT OF BUDGET	not available	$130,000. (annually)	$2.4 million (annual)	$366,982 (annually)	not available	$1.0 million (biennial) on odd-numbered years Supplements may be requested on even-numbered years.

	OREGON	WYOMING	CALIFORNIA	COLORADO	FLORIDA	WASHINGTON
SOURCE OF FUNDING	Revenues	$45.0 from revenues; $85.0 - 10% from licensing fees, & 90% from general funds.	Revenues	General funds allocated by the Dept. All revenues collected are deposited to the Department.	Revenues	General funds
EMPLOYMENT OF STAFF	Exec. Director hires staff under State employees personnel rules.	Same procedure as employment of the Executive Director.	Executive Officer in compliance with State personnel rules. All employees are classified as 'civil service' employees. Executive - Officer is the only exemption, as that person is responsible to the Board.	Program Administrator hires staff. NOTE: The Program Administrator is assigned various licensing professions by the Director of Registration, and can be changed at any time.	Executive Director employs staff under the Division of Professions with the approval of the Division Director. Inspectors are hired by the Chief Inspector with the approval of the Director of the Division of Investigative Services. *NOTE: A seperate Division of Investigative Services provide enforcement. Within the Division of Investigative Services are full-time pharmacy inspectors.	Executive Secretary hires staff in accordance with the State personnel system.

February 8, 1985

Offered: 5/25/84
Referred: Rules

Original sponsor: Labor and Commerce Committee

1 IN THE HOUSE BY THE LABOR AND COMMERCE COMMITTEE

2 SENATE CS FOR CS FOR HOUSE BILL NO. 716 (L&C)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 THIRTEENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the Board of Pharmacy; and pro-

7 viding for an effective date."

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

9 * Section 1. AS 08.03.010(c)(4) is amended to read:

10 (4) Board of Pharmacy (AS 08.80.010) -- June 30, <u>1988</u>

11 [1984].

12 * Sec. 2. AS 08.80.030 is amended to read:

13 Sec. 08.80.030. POWERS OF THE BOARD. The board may

14 (1) elect a president and secretary from its membership and

15 adopt rules for the conduct of its business;

16 (2) examine applicants for registration as pharmacists;

17 (3) investigate individually, collectively, or through its

18 agent, for violations of this chapter, or of any other state or

19 federal statute relating to the practice of pharmacy;

20 (4) adopt regulations [AND DO WHATEVER ELSE IS NECESSARY

21 AND ADVISABLE] to carry out the purposes of this chapter;

22 (5) [PROMULGATE REGULATIONS TO CARRY OUT THE PURPOSES OF

23 THIS CHAPTER;

24 (6) Repealed

25 (7)] register intern pharmacists and <u>adopt regulations</u>

26 [PROMULGATE RULES] relating to their minimum experience requirements;

27 <u>(6) adopt</u> [(8) PROMULGATE] regulations to ensure adequate

28 security for all dangerous drugs;

29 <u>(7)</u> [(9)] adopt requirements for licensing in addition to

the requirements set out in this chapter.

* Sec. 3. AS 08.80 is amended by adding new sections to read:

Sec. 08.80.095. EXECUTIVE SECRETARY. The board may hire an executive secretary to assist in implementing this chapter and in regulating controlled substances under AS 17.30. The executive secretary shall be a member of the partially exempt service under AS 39.25.120.

Sec. 08.80.097. DUTIES OF THE EXECUTIVE SECRETARY. The executive secretary shall

(1) serve as liaison with the national association of boards of pharmacy;

(2) under the supervision of the board, administer the state pharmacy examination;

(3) serve as liaison with the Drug Enforcement Administration on all matters pertaining to the legitimate use of controlled substances by members of the medical community;

(4) maintain files and records approved by the board; and

(5) perform other duties required by the board.

Sec. 08.80.099. INVESTIGATIONS. (a) The executive secretary, under the supervision of the board, may inspect pharmacies and investigate complaints to determine whether any person has violated this chapter or AS 17.30 or a regulation adopted under either chapter or to secure information useful in the administration of either chapter.

(b) If the executive secretary believes that a person may have engaged in or be about to engage in an act or practice in violation of this chapter or AS 17.30 or a regulation adopted under either chapter, the executive secretary shall investigate the matter in accordance with this chapter or AS 17.30 and immediately send written notice of

1 the investigation to each board member and to the department.

2 * Sec. 4. AS 39.25.120(c) is amended to read:

3 (c) The following positions in the state service constitute the
4 partially exempt service:

5 (1) deputy and assistant commissioners of the principal
6 departments of the executive branch, including the assistant adjutant
7 general of the Department of Military Affairs;

8 (2) the directors of the major divisions of the principal
9 departments of the executive branch and the regional directors of the
10 Department of Transportation and Public Facilities;

11 (3) attorney members of the staff of the Department of Law
12 and of the public defender agency;

13 (4) one private secretary for each head of a principal
14 department in the executive branch;

15 (5) employees of councils, boards, or commissions
16 established by statute in the Office of the Governor or the office of
17 the lieutenant governor, unless a different classification is provided
18 by statute;

19 (6) the executive director, deputy director, hearing
20 officers, and administrative law judges of the Alaska Public Utilities
21 Commission;

22 (7) the director, deputy director, staff legal counsel, and
23 hearing officers of the Alaska Transportation Commission;

24 (8) not more than two special assistants to the
25 commissioner of each of the principal departments of the executive
26 branch, but the number may be increased if the partially exempt
27 service is extended under AS 39.25.130 to include the additional
28 special assistants;

29 (9) the principal executive officer of the following

1 boards, councils, or commissions:

2 (A) Alaska Public Broadcasting Commission;

3 (B) Professional Teaching Practices Commission;

4 (C) Parole Board;

5 (D) Board of Nursing;

6 (E) Real Estate Commission;

7 (F) Alaska Royalty Oil and Gas Development Advisory

8 Board;

9 (G) Alaska Historical Commission;

10 (H) Alaska State Council on the Arts;

11 (I) Alaska Police Standards Council;

12 (J) Council on Science and Technology;

13 (K) Older Alaskans Commission;

14 (L) Board of Pharmacy;

15 (10) Alaska Pioneers' Home managers;

16 (11) hearing examiners in the Department of Revenue;

17 (12) the comptroller in the division of treasury, Department

18 of Revenue;

19 (13) investment officers in the Department of Revenue;

20 (14) airport managers in the Department of Transportation

21 and Public Facilities employed at the Anchorage and Fairbanks

22 International Airports;

23 (15) the deputy director of the division of tourism and the

24 deputy director of the division of insurance in the Department of

25 Commerce and Economic Development;

26 (16) the executive director and staff of the Alaska Public

27 Offices Commission;

28 (17) the director, deputy director, personnel analysts II,

29 labor relations analysts I, labor relations analysts II, senior

1 negotiators, and research directors of the division of labor relations

2 in the Department of Administration;

3 (18) the rehabilitation administrator of the Workers'

4 Compensation Board.

5 * Sec. 5. This Act takes effect immediately in accordance with AS 01.-

6 10.070(c).

RECORDS CERTIFICATION

I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.

James O. Smith
Signature of Camera Operator

9/5/89
Date

02-519 (REV 8/78)

HB

130

3/27

COMMITTEE REPORT

HOUSE

HEALTH, EDUCATION AND SOCIAL SERVICES

(7)

FURTHER: FINANCE

1/25/85

Date: ____________

The Committee on LABOR & COMMERCE has had HB 130

"An Act relating to educational employees' collective bargaining agreements; and providing for an effective date."

under consideration and recommends:

[ ] do pass   [ ] do not pass

[ ] do pass with attached amendments(s)

[x] replace with CS for ____ (L&C) [✓] same title [ ] new title

and recommends it do pass

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

[ ] reports it back without recommendation

[ ] referred to the ____________ Committee

MEMBERS SIGNING DO PASS

MEMBERS HAVING OTHER RECOMMENDATIONS:

CHAIRMAN

HB 130 FILE CONT. NTS

February 18, 1985

1) Bill Summary - Legislative Reporting Service

2) Overview -- Committee Staff

2) Sectional Analysis -- by National Educational Association

4) Governor's Letter of Transmittal

5) Fiscal Note -- Dept. of Administration (with fiscal analysis)

6) Fiscal Note -- Dept. of Edu ion

7) Current Teacher's Negotiation Law --AS 14.20.510-630

8) Back-up materials provided by NEA
   a) Concept Outline
   b) Excerpts: Public Employee Relations Act (AS 23.40.110-180) (included by reference in AS 14.20.606 of HB 130)
   c) NEA -- Posi ion Paper
   d) Public Surveys
   e) Collective Bargaining Quarterly

9) Proposed Amendments to HB 130 -- by Bob Manners, NEA

10) Definitions of Terms -- Submitted by NEA

March 4, 1985 Additions:

11) Copy of William Gibbon's testimony to Committee Feb 18.

12) Proposed CS for HB 130 -- Dept. of Administration, with letter of transmittal by Bill Gibbon

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March 21, 1985 Additi ns:

13) Teacher Negotiation Act (Conn) -- Supplied by Rep. Koponen

14) Amendments offered by Rep. Koponen (2)

15) Amendments offered by Rep. Hanley (2)

16) Amendments proposed by Bob Greene, Assoc. of Alaska School Bds.

17) Response of Bob Greene, AASB to Committee request for background on 4 school districts which had not concluded collective bargaining agreements with their teachers.

To: Mike
From: Roger   March 11, 1985 Monday

HB 130:

You asked for a copy of the Kenai decision: its in your updated file contents for March 11, 1985. You also asked for a copy of the Senate bill from last year dealing with this issue. That's SB 78 by Kertulla, which died in House Labor and Commerce last year, but not before it had been extensively re-written as CSHB 78 (HESS) am--that too is in your file, along with a fiscal note and a sectional analysis and position statement by Senate HESS.

You also asked for me to check in to just what kind of arbitration for teachers is contained in Act 312 for the laws of Michigan, to see if there is last best offer, binding arb or what. Bob Cooksey, head of NEA in Bob Manner's abscence, is checking on this and is calling Michigan on it today. He will be at the meeting this afternoon and can provide us then verbally with what he has found out on this point. However, there is a lot of detail on ACt 312 that is covered in the February 14 memo from the Sitka School District. This material indicates that ACt 312 is mandatory binding arbitration, and indicates that this tends to destroy the collective bargaining process and voluntary binding arbitration. MOst of the excesses and problems they had were with fire and police, rather than teachers; and the guy concludes by saying that a better alternate solution is to have a controlled strike!! (p. 16). There is nothing however that gets into last best offer that I can tell.

There are also some additional statements in the updated file that include statements by people giving testimony to the Committee, including Bill Gibbons. Finally, there is a revised FN and position statement and fiscal analysis from the Dept. of Administration on the problems they are having with the bill that led them to propose a CS, which is already in everyone's files.

I found out via the grapevine over the weekend that Bob Green, who is the sort of spokesman for the School Boards, and who spoke to us the last time about things like the Kenai decision, has already decided that the school boards and administration can't do anything to stop these bills from passing through the House, so there strategy appears to be that they will try to work on the Senate to stop it or at least revise it at that end.

I have asked certain people to be available to the Committee to answer questions if need be: Bob Bacolas from the Dept. of Labor will be here, as will Bill Gibbons from the Dept. of Administration. Also present will be Bob Cooksey of the NEA, and we have on call if we need them to appear on short notice (5 minutes) the drafters of the two bills: (HB 130 by John Rubini in the Attorney Generals office, and Theresa Cramer on HB 90 in the Legislative Counsel offices).

To: Mike
From: Roger February 15, 1985

HB 130 and HB 90: Collective Bargaining agreements of educational employees.

Bob Manners will be there to testify, and he indicated that he will also have a couple of local teachers present to testify, since tomorrow is a state and federal holiday, and so the teachers and school kids have a day off. I didn't realize when we set the date for the teleconference that it was a holiday, so there will probably not be a great deal of statewide input, but the other side of that is that it gives both the school administrators and the teachers an equal opportunity to testif .

This bill passes on to the HESS committee, so Niilo will probably have a second teleconference there in any case to cover both bills, and it will be held from 4:30-6:00, so that both teachers and administrators will have additional opportunity to provide input. Niilo indicated that he would like to see both bills go as far as Rules in the House for right now.

HB 130 is the more comprehensive, and would include HB 90; he has no argument with that, but if HB 130 gets hung up in the Senate this year, at least we could push HB 90 out right away to the Senate side, since it deals with the janitors and other non-certificated public school employees that really do need immediate attention as a separate sub-group.

Steve Hole, liason for the Dept. of Education, said he will not be here at all to testify, as it would put him in the awkward position of having to support the Governor's Bills against the wishes of his own State Board of Education that he is responsible to. (Historically, this Board has always operated with a great deal of autonomy, until Sheffield canned the whole lot of them a couple of years back, and the Commissioner of Education is the only Commissioner elected rather than appointed, if I recall).

To: Mike
From: Roger February 24, 85

NOtes to HB 130 & HB 90 Files:

1) Regarding phone conversation with Rebecca Burch, legislative liason, Dept. of Administration:

Rebecca called this afternoon about 1:30 to tell us about a complication on HB 130 and HB 90. They are not trying to stall the bills, and do support them, but they have a problem.

Apparently, there is a Division of Labor Relations in the Dept. of Administration, whose function is to deal with union agreements and grievance proceedings when there is a falling out.

However, there is also a Labor Relations Agency in the Dept. of Administration, which is not really an agency but a Board, with 3 lay members who meet occasionally to work on cases and arbitration. They are a local extension of athe National Labor Relations Board, and deal with both state and non-state employees, holding hearings, settling cases, etc. They do not have a special Dept. of Admin. staff person assigned to them, but they do have a budget of approximately $100,000. Steve Halfing is the head of the 3-man "agency," and they do have the half time services of an attorney with whom they contract from the Attorney General's office.

AT this point things get a little confusing. Rebecca told me that rather than draw on the services of the Dept. of ADministration, this Agency has been having back-up research work done for them through the Dept. of Labor's staff, and the currently law allows them to do that. But, it seems that the Dept. of Administration was not really aware of just how much work this Labor Relations AGency was doing or that they were having a lot of support work done through the Dept. of Labor.

The problem is that HB 130 would stop the Labor Relations Agency from drawing on the services of the Dept. of Labor for research and logistical support, at least in regards to collective bargaining for teachers, so that means that the Dept. of Administration would have to assign staff and back-up for this unit from now on. We could just amend the bill to keep the status quo, but the Dept. of Administration wants to take over this support function, which they should have been doing all along, but have been negligent in doing.

They have been drawing up a new fiscal note and position paper, but will not be ready with it by the hearings Monday, as they are still working out the wrinkles with the Dept. of Labor, and the lawyer from the Dept. of Law, complicated by the fact that Steve Halfing, the Chairman of the Agency, is out of town until Monday. So, they would like to have the committee hold off on passing the bill out Monday if that is their intent, so they can submit a revised fiscal note and position paper.

Apparently, this bill was around all last year and got raked over the coals, but no one caught this major oversight. Wierd, huh? And these guys work full time all year around, year in and year out and didnt even catch it til now. Makes one feel that our occasional goofs are forgiveable after all.

However, when I talked to Eileen Plate, legislative liason from the Dept. of Labor about this later in the day, she told me a slightly different version of this whole problem. According to her, the DOA erred in giving only a $37,200 fiscal note in HB 130 for these services, when the Dept. of Labor was estimating a cost of some 248,500 in a FN for HB 90 to do the same thing. This is part of the reason and the complication behind youre request to Bob Bacolas in Labor that he get a backup justification for the DOL FN for HB 130. Apparently, the DOA as a result is going to submit a revised FN for both bills, because they do want to maintain responsibility and jurisidciton for the activities of their agency either way; so that would probalby be DOL under HB 90 would go back to an FN of zero. IN any case, they are still working all this out, so the bill will have to be held over, most likely.

2) There are also a whole group of amendments to HB 130 that have been proposed by the NEA and Bob Manners that need to be considered.

3) Niilo is also talking about submitting some amendments to HB 90 to make it conform more completely with the Senate companion bill for this that is being sponsored by Bill Ray.

4) Alternately, John Johnson, a member of the school board at Petersbrug in the teleconference proposed placing the issue on the ballot for the public to vote on, and make it read so that each local community can decide for themsleves whether to follow the thrust and intent of HB 130 or HB 90.

Introduced: 1/25/85
Referred: Labor & Commerce,Health, Education & Social Services and Finance

1 IN THE HOUSE

BY THE RULES COMMITTEE BY REQUEST OF THE GOVERNOR

2 HOUSE BILL NO. 130

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to educational employees' collective
7 bargaining agreements; and providing for an effective
8 date."

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

10 * Section 1. AS 14.20 is amended by adding a new section to article 6
11 to read:

12 Sec. 14.20.540. DECLARATION OF POLICY. The legislature finds
13 that public school employees are entitled to participate in formulat-
14 ing decisions that pertain to their employment and to the fulfillment
15 of their professional duties. Effective and responsive administration
16 of public schools is most readily obtained through the negotiation of
17 labor agreements that incorporate both managerial and employee per-
18 spectives. The legislature further finds that providing for harmoni-
19 ous and cooperative relations between school boards and employee orga-
20 nizations will promote public education in the state. Accordingly,
21 the legislature declares that it is in the best interests of the state
22 to guarantee educational employees the opportunity to form employee
23 organizations and to negotiate with respect to the terms of their
24 employment.

25 * Sec. 2. AS 14.20.550 is amended to read:

26 Sec. 14.20.550. NEGOTIATION WITH [CERTIFICATED] EMPLOYEES. Each
27 city, borough and regional school board, shall negotiate with its
28 [CERTIFICATED] employees in good faith on matters pertaining to their
29 employment and the fulfillment of their professional duties.

1 * Sec. 3. AS 14.20.555(a) is amended to read:

2 (a) Negotiations between the [CERTIFICATED] employees of the
3 regional educational attendance areas and the respective regional
4 school boards must [SHALL] be conducted by one team representing all
5 the [CERTIFICATED] employees[, ONE TEAM REPRESENTING ALL THE CERTIFI-
6 CATED ADMINISTRATIVE PERSONNEL IF THEY HAVE JOINED TOGETHER TO NEGOTI-
7 ATE INDEPENDENTLY AS PROVIDED IN AS 14.20.560(f),] and one team repre-
8 senting all the participating regional school boards. If administra-
9 tive personnel or noncertificated employees have joined together to
10 negotiate independently as provided in AS 14.20.560(f), a team repre-
11 senting the independent employee organizations shall participate in
12 the negotiations.

13 * Sec. 4. AS 14.20.560 is repealed and reenacted to read:

14 Sec. 14.20.560. NEGOTIATING UNIT. (a) The educational employ-
15 ees labor relations agency shall, in order to assure to employees the
16 fullest freedom in exercising the rights provided under AS 14.20.-
17 540 -- 14.20.610, decide in each case the unit appropriate for the
18 purposes of negotiation, based on such factors as community of inter-
19 est, wages, hours, and other working conditions of the employees in-
20 volved, the history of negotiating, and the desires of the employees.
21 Negotiating units must be as large as is reasonable; unnecessary
22 fragmenting of the units must be avoided.

23 (b) Upon petition for certification by 30 percent of the employ-
24 ees in a proposed negotiating unit, and if the educational employees
25 labor relations agency has reasonable cause to believe that a question
26 of representation exists, the agency shall provide for an appropriate
27 hearing after reasonable notice. If the educational employees labor
28 relations agency finds that there is a question of representation,
29 that agency shall direct an election by secret ballot to determine

1 whether, or by which organization, the employees desire to be repre-
2 sented, and shall certify the results of the election. This section
3 does not prohibit the waiving of hearings by stipulation for the
4 purpose of a consent election or voluntary certification in conformity
5 with the regulations of the educational employees labor relations
6 agency, or an election in a negotiating unit agreed upon by the
7 parties. The educational employees labor relations agency shall
8 determine who is eligible to vote in an election and shall adopt
9 regulations governing the election. In an election in which none of
10 the choices on the ballot receives a majority of the votes cast, a
11 runoff election must be conducted. The ballot in the runoff election
12 must provide for selection between the two choices receiving the
13 largest and the second largest number of valid votes cast in the
14 election. If an organization receives the majority of the votes cast
15 in the election, it must be certified by the educational employees
16 labor relations agency as the exclusive representative of all the
17 employees in the negotiating unit.

18 (c) An election may not be held in a negotiating unit or in a
19 subdivision of a negotiating unit if a valid election has been held
20 within the preceding 12 months.

21 (d) This section does not prohibit recognition of an organiza-
22 tion as the exclusive representative upon mutual consent of the
23 parties.

24 (e) An election may only be directed by the educational employ-
25 ees labor relations agency in a negotiating unit in which there is in
26 force a valid collective bargaining agreement during the 90-day period
27 preceding the expiration date of the agreement. However, an agreement
28 may not bar an election upon petition of persons in the negotiating
29 unit but not parties to the agreement if more than three years have

1 elapsed since the execution of the agreement or the last timely renew-
2 al, whichever was later.
3 (f) This section does not prohibit noncertificated employees or
4 certificated administrative personnel from choosing by secret ballot
5 to negotiate independently of other personnel. If noncertificated or
6 certificated administrative personnel seek to negotiate independently
7 of other certificated employees, the educational employees labor
8 relations agency shall review the submitted representation petition
9 and, if 30 percent of the employees in a proper negotiating unit sign
10 the petition, the agency shall conduct a representation election.
11 * Sec. 5. AS 14.20 is amended by adding a new section to read:
12 Sec. 14.20.565. NEGOTIATION MEETINGS. (a) A school board
13 shall, upon the written request of an employee bargaining organiza-
14 tion, meet with the representative of the organization within 20 days
15 after the request, at a time and place to be agreed upon. In the same
16 manner, representatives of an employee bargaining organization are
17 required to meet with a school board or its representatives within 20
18 days after receiving a written request.
19 (b) Notwithstanding AS 44.62.310, a negotiation meeting may be
20 held in executive session upon agreement of both parties, but all
21 final agreements must be made at a public meeting of the school board.
22 * Sec. 6. AS 14.20.570(a) is amended to read:
23 (a) Upon [THE] written request for mediation by an employee bar-
24 gaining agency or a school board, and upon certification by the re-
25 questing party that the parties cannot agree on an independent private
26 mediator and that good faith negotiations have terminated in an im-
27 passe, the following <u>procedure must be followed</u> [OCCURS]:
28 (1) Within seven days <u>after</u> [OF] the certification<u>,</u> the
29 requesting party shall ask the United States Federal Mediation and

1 Conciliation Service to serve as the agency to resolve the dispute.
2 The requesting party shall notify the educational employees labor
3 relations agency that the parties have requested a mediator.
4 (2) The mediator shall chair all mediation meetings between
5 the disputing parties and attempt to resolve the differences between
6 the disputing parties and reach common acceptance of terms and condi-
7 tions or other items in dispute wherever possible.
8 (3) [WITHIN 30 DAYS OF THE INITIAL MEETING OF THE PARTIES
9 TO THE DISPUTE THE MEDIATOR SHALL HAVE REDUCED ALL THE AGREED TERMS,
10 CONDITIONS AND OTHER ITEMS TO A WRITTEN CONTRACT. IF MUTUALLY AGREED
11 THE PERIOD FOR REPORTING THE CONTRACT TO BOTH PARTIES MAY BE EXTEND-
12 ED.]
13 (4) Each party to the dispute may select a team [OF NOT
14 MORE THAN FIVE PERSONS] to present the evidence, thinking, and posi-
15 tion of the group they represent[,] to the mediator.
16 * Sec. 7. AS 14.20.580 is repealed and reenacted to read:
17 Sec. 14.20.580. CONTINUED IMPASSE. The mediator shall notify
18 the educational employees labor relations agency when the parties
19 jointly agree, or when the mediator independently determines, that
20 further mediation would not promote resolution of the dispute. Fol-
21 lowing mediation, the parties shall observe a 10-day cooling-off
22 period.
23 * Sec. 8. AS 14.20 is amended by adding a new section to read:
24 Sec. 14.20.585. ARBITRATION. (a) If the educational employees
25 labor relations agency is notified under AS 14.20.580 that further
26 mediation will not promote resolution of the dispute, the parties
27 shall submit to last-best-offer mediated arbitration. A collective
28 bargaining agreement between a board and an employee group must in-
29 clude a procedure to promptly select an arbitrator. If the parties

1 are unable to agree on a procedure for the selection of an arbitrator,
2 the educational employees labor relations agency shall direct the
3 parties to use the services of and comply with the procedures of the
4 United States Federal Mediation and Conciliation Service or the Ameri-
5 can Arbitration Association in the selection of an arbitrator. [An
6 arbitrator selected under this subsection must be a resident of this
7 state.]

8 (b) In last-best-offer mediated arbitration under this section,
9 each party shall submit a final offer on all issues in dispute. Each
10 party shall submit to the arbitrator oral or written evidence in sup-
11 port of its position, and must be given an opportunity to respond to
12 the presentation of evidence by the other party. The arbitrator may
13 propose compromises to points in dispute. At the request of either
14 party, or on the motion of the arbitrator, the arbitrator may conduct
15 a public meeting for the purpose of allowing the parties to present
16 and explain their positions and final offers. The arbitrator shall
17 allow each party to revise its last best offer before final submission
18 to the arbitrator for decision.

19 (c) The arbitrator shall, without modification, adopt the last
20 best offer of one of the parties, and shall issue a final and binding
21 decision not more than 10 days after the parties have presented their
22 last best offers.

23 (d) The parties shall share the cost of the arbitrator equally.

24 * Sec. 9. AS 14.20.590 is amended to read:

25 Sec. 14.20.590. GRIEVANCE PROCEDURES. Negotiations agreements
26 executed after July 1, 1975, must [SHALL] define "grievances" and must
27 provide for grievance procedures [FOR THE CERTIFICATED STAFF]. The
28 grievance procedures must [SHALL] provide that the final step in the
29 procedure is [SHALL BE] binding arbitration. The negotiations agreeme

1 must [SHALL] provide a method for the selection of an arbitrator to
2 resolve grievances.
3 * Sec. 10. AS 14.20.600 is amended to read:
4 Sec. 14.20.600. INDIVIDUAL RIGHTS [CASES]. (a) Nothing in
5 AS 14.20.550 -- 14.20.590 prohibits an employee from addressing a
6 school board, as an individual, through the regular procedures of the
7 school board for hearing individual cases.
8 (b) The educational employees labor relations agency may adopt
9 regulations setting out procedures consistent with the purposes of
10 AS 14.20.540 -- 14.20.610 to safeguard the rights of nonassociation of
11 employees having bona fide religious convictions.
12 * Sec. 11. AS 14.20 is amended by adding new sections to read:
13 Sec. 14.20.605. EDUCATIONAL EMPLOYEES LABOR RELATIONS AGENCY.
14 (a) There is established in the Department of Administration an
15 educational employees labor relations agency that consists of five
16 members. The three members of the state personnel board (AS 39.25.-
17 060) are members of the educational employees labor relations agency.
18 The governor shall appoint two additional members to the agency. The
19 two gubernatorial appointees to the educational employees labor re-
20 lations agency serve at the pleasure of the governor.
21 (b) Members of the educational employees labor relations agency
22 receive no compensation for their services, but are entitled to per
23 diem and travel expenses authorized for boards and commissions.
24 (c) The educational employees labor relations agency may employ
25 staff assistance as it considers necessary to implement the provisions
26 of AS 14.20.540 -- 14.20.610.
27 Sec. 14.20.606. POWER TO IMPLEMENT NEGOTIATIONS. (a) The
28 educational employees labor relations agency shall perform the func-
29 tions described in AS 23.40.120 -- 23.40.180 to carry out the

1 provisions of AS 14.20.540 -- 14.20.610.

2 (b) The prohibition of unfair labor practices, as described in

3 AS 23.40.110, applies to a school board and an employee organization.

4 * Sec. 12. AS 14.20.610 is amended to read:

5 Sec. 14.20.610. LEGAL RESPONSIBILITIES OF BOARDS. Nothing in

6 AS 14.20.540 [14.20.550] -- 14.20.600 may be construed as an abroga-

7 tion or delegation of the legal responsibilities, powers, and duties

8 of the school board, including its right to make final decisions on

9 educational policies.

10 * Sec. 13. This Act does not modify or terminate a negotiating unit or

11 agreement in existence on the effective date of this Act.

12 * Sec. 14. This Act takes effect immediately in accordance with AS 01.-

13 10.070(c).

HB 127, (cont'd)

> Liability of a notary, or the sureties on the notary's bond, for misconduct or neglect is described in greater detail than before. AS 44.50.160. This amended section also defines the liability of a notary's employer to the notary or the public, where the employer is responsible for misconduct in the performance of a notarial act. Finally, class A misdemeanor penalties of a $5,000 fine, imprisonment for up to a year, or both, are provided for knowing violations of AS 44.50, impersonation of a notary; theft or destruction of a notary's seal, journal, or official records; and solicitation or coercion of a notary to commit official misconduct. New AS 44.50.165.
>
> The current notary public statutes were enacted in 1960 and have not been amended since that time. The changes proposed by this bill would provide greater protection for the public and greater guidance to notaries. I urge your prompt and favorable consideration of this much-needed bill.

Mental Health Trust Lands (conveyance)

HOUSE BILL NO. 128, by Reps. Pignalberi, Gruenberg, Boucher, Jenkins, Koponen and Taylor. Adds a new section to the Alaska Lands Act (AS 38.05) providing the state may not convey or otherwise dispose of land owned in fee by the state that was received from the federal government under section 202 of the Alaska Mental Health Enabling Act of 1956. Provides Act takes effect immediately.

Introduced January 25 and referred to Resources, Judiciary, then Finance.

Compensation of Legislators (commission)

HOUSE BILL NO. 129, by Reps. Pignalberi, Phillips and Jenkins. Sets up the Commission on Legislative Compensation (see HB 107, this report, very similar). Compensation of legislators would be established by the commission. The commission is composed of five members appointed jointly by the House Speaker and Senate President, and shall include the same make-up as HB 107 calls for. Also prohibits member from being employed by the state and from holding legislative elective office (HB 107 prohibits holding any elected office). Remainder of bill identical to sections of HB 107 dealing with commission. Sections of HB 107 relating to per diem and salary level of legislators are not included in this bill. Takes effect immediately.

Introduced January 25 and referred to State Affairs, Judiciary, Finance.

Collective Bargaining (school employees)

HOUSE BILL NO. 130, by the Rules Committee by Request of the Governor. Relates to educational employees' collective bargaining (see accompanying letter). Takes effect immediately.

Introduced January 25 and referred to Labor & Commerce, Health, Education & Social Services, then Finance.

In his message transmitting the bill, Governor Sheffield stated:

HB 130. (cont'd)

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill that relates to the collective bargaining privileges of educational employees throughout the state.

Other than employees of the University of Alaska, noncertificated educational employees in the state do not at present enjoy an effective opportunity to participate in the establishment of the terms and conditions of their employment through the collective bargaining process. As sec. 1 of the bill provides, the policy embodied in this bill is to extend to noncertificated educational employees the fundamental privileges of the collective bargaining process, an essential process now available to certificated employees and most other public employees.

The bill amends AS 14 to establish a comprehensive collective bargaining process to be implemented under the auspices of a newly-established educational employees labor relations agency. In large part, the proposed procedures are identical to procedures established under the Public Employment Relations Act (PERA), AS 23.40.070 -- 23.40.260. To assure continuity and consistency in public employment matters, the membership of the educational employees labor relations agency includes the three current members of the state personnel board, who will serve in their new capacity along with two additional gubernatorial appointees.

Once employees exercise their privilege to form employee organizations, sec. 2 of the bill would require school boards to engage in collective bargaining with respect to the terms of employment. If the parties are not able to reach agreement, sec. 6 requires the parties to use the services of a mediator in an attempt to informally resolve the bargaining impasse. If mediation is unsuccessful, the parties must observe a 10-day cooling-off period (sec. 7).

In the typical instance where the collective bargaining process reaches an impasse, employees are authorized to engage in a strike. Where educational employees are involved, however, the consequences of a strike pose unique and, in my view, unacceptable burdens to local communities. For that reason, the bill proposes that in the event of an impasse, the parties must resolve the impasse through binding arbitration. Under arbitration, each party must submit its last best offer to the arbitrator, and the arbitrator must decide which offer, in its entirety, is preferable. The "last best offer" form of arbitration is essential to the balance struck by this bill, because it provides a practical assurance that the parties will state realistic positions and, as importantly, that all parties will have an incentive to resolve their differences through bargaining, not arbitration.

I add that the purposes of this legislation could, in the alternative, be obtained through amendment of the Public Employment Relations Act (PERA; AS 23.40). While there are benefits to each of the possible legislative alternatives, I concluded that the policy consideration raised in defining the collective bargaining prerogatives of educational employees are sufficiently unique to merit a separate statutory scheme. Of course, I would be pleased to consider a bill that includes educational employees under PERA if that is the legislature's preference.

This bill provides a workable procedure which enables educational employees to enjoy the privileges of the collective bargaining process in a fashion which does not intrude upon the autonomy of local school boards.

Appropriation (special) (Anch. school district)

HOUSE BILL NO. 131, by Reps. Cotten, Boucher, Clocksin, Collins, Furnace, Gruenberg, Hanley, Jenkins, Martin, Pearce, Pettyjohn, Phillips, Pignalberi, Pourchot, Rieger, & Szymanski. Makes a special appropriation in the amount of $87,429,370 for

M E M O R A N D U M

TO: All Members, House Labor and Commerce Committee

FROM: Committee Staff - Roger Poppe

DATE: February 18, 1985

SUBJECT: Overview, HB 130

On Monday, February 18, 1985 at 1:15-2:45 in Room 102 of the Capitol Building, the House L & C Committee will hear HB 130: " An Act relating to educational employees' collective bargaining agreements," which will be teleconferenced statewide.

Last year, this issue was presented in SB 78 by Kertulla. It went through numerous revisions and passed out of the Senate on a vote of 15 ayes and 4 nays on March 27, 1984. However, the bill died in House Labor and Commerce Committee. A companion bill to this legislation, HB 502 by Cato, also died in House Labor and Commerce. This year, there is no companion legislation in the Senate to HB 130; but HB 90 is topically related, although it focuses on just one of the HB 130 groups.

The bill would allow all public school employees to join an employee's organization, to engage in collective bargaining, mediation, and binding arbitration as an alternative to strikes. A comprehensive collective bargaining process for all public school employees is thus spelled out for the first time, and a new Educational Employees' Labor Relations Agency is established to oversee the process.

The Governor's office also considers it important to extend collective bargaining rights to include non-certificated educational employees (such as janitors, cooks, secretaries, etc.) who have been overlooked in previous legislation, though his transmittal letter suggests that rather than using this bill, the same effect could be obtained by amending the Public Employment Relations Act (which is the route taken by HB 90 by Koponen). Certificated public school employees, as well as most other public employees, already enjoy the rights this bill proposes (though not in such detailed form).

The school administrators, including local superintendents and school boards and the state Board of Education, actively opposed this bill last year. This year, rather than publicly oppose the Governor's support for this issue, the Department of Education and the State Board of Education are apparently taking no official position at this time.

Fiscal impact on the Departments is negligible; there is a zero fiscal note for the Dept. of Education; and there is a fiscal note of $37,200 from the Dept. of Adminis. in FY86 for setting up and conducting a proposed new Educational Employees' Labor Relations Agency.

The National Educational Association supports the bill, but has several proposed amendments, which are outlined in a letter to chairman Navarre dated February 4, which is found in your packet.

B

SECTION ANALYSIS
House Bill 130
By Rules Committee By Request of the Governor
Amends AS 14.20.550 - 610.

Section 1: Declaration of Policy; adds a new section AS 14.20.540 establishing that public school employees have a right to participate in formulating decisions pertaining to their employment, that such will provide cooperative and harmonious relationships and promote public education in the State.

Section 2: Amends AS 14.20.550 to include all school district employees under the negotiations requirement.

Section 3: Amends AS 14.20.555 to make optional coordinated employee negotiations available to administrative certificated personnel and to classified employees.

Section 4: Repeals and reenacts AS 14.20.560 to establish the Educational Employees Labor Relations Agency with administrative responsibility for determination on questions pertaining to the negotiations unit, its composition, and representation elections.

Section 5: Negotiation Meetings: Adds a new section AS 14.20.565, which establishes that negotiations will commence within 20 days of a request by either party and that all final agreements must be made at a public meeting of the school board.

Section 6: Amends AS 14.20.570 (A) to more clearly define the access to and utilization of the mediation procedure.

Section 7: Continued Impasse: Repeals and reenacts AS 14.20.580 to provide a 10-day cooling off period in the event that mediation is unsuccessful in resolving the dispute.

Section 8: Arbitration: Amends by adding a new section, AS 14.20.585 which provides for last best offer mediated arbitration. It further provides that the parties attempt to agree on a procedure to select the arbitrator. If they are unable to agree the EELRA shall direct the parties to utilize the services and procedures of the Federal Mediation and Conciliation Service or the American Arbitration Association.

The arbitrator will receive the last best offer of each party; provide for argument, evidence, and testimony; may conduct a public hearing; and shall select the final offer of one of the parties as a binding determination.

The costs of the arbitrator are equally shared by the parties.

Section 9: Amends AS 14.20.590 to include all public school employees in the requirement that all collective bargaining agreements must contain a provision providing for a grievance procedure ending in arbitration.

Section 10: Amends AS 14.20.600 to provide for bona fide religious objection to collective bargaining agreements containing provision for payment of a service fee to reimburse the exclusive bargaining agent for the expenses of representation.

Section 11: Adds a new section, AS 14.20.605, establishing an Educational Employees Labor Relation Agency which is responsible for the administration of the law. The Agency is created in the Department of Administration by the addition of two gubernatorial appointees to the current Labor Relations Agency.

Adds a new section, AS 14.20.606 which provides that the EELRA shall have responsibility to adjudicate unfair labor practices and incorporates, by reference, AS 23.40.120 - 180. Defines and prohibits unfair labor practices and incorporates by reference, AS 23.40.110.

Section 12: Legal Responsibilities of Boards: Amends AS 14.20.610 to clarify authority of a school board to make final decisions on educational policies.

Section 13: Provides grandperson protection to current recognized negotiating units and collective bargaining agreements in existence on the effective date of the Act.

Section 14: Effective date clause: immediate.

L85:04

January 25, 1985

The Honorable Ben Grussendorf
Speaker of the House
Alaska State Legislature
Pouch V
Juneau, AK 99811

Dear Representative Grussendorf:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill that relates to the collective bargaining privileges of educational employees throughout the state.

Other than employees of the University of Alaska, noncertificated educational employees in the state do not at present enjoy an effective opportunity to participate in the establishment of the terms and conditions of their employment through the collective bargaining process. As sec. 1 of the bill provides, the policy embodied in this bill is to extend to noncertificated educational employees the fundamental privileges of the collective bargaining process, an essential process now available to certificated employees and most other public employees.

The bill amends AS 14 to establish a comprehensive collective bargaining process to be implemented under the auspices of a newly-established educational employees labor relations agency. In large part, the proposed procedures are identical to procedures established under the Public Employment Relations Act (PERA), AS 23.40.070 -- 23.40.260. To assure continuity and consistency in public employment matters, the membership of the educational employees labor relations agency includes the three current members of the state personnel board, who will serve in their new capacity along with two additional gubernatorial appointees.

Once employees exercise their privilege to form employee organizations, sec. 2 of the bill would require school boards to engage in collective bargaining with respect to the terms of employment. If the parties are not able to reach agreement, sec. 6 requires the parties to use the services of a mediator in an attempt to informally resolve the bargaining impasse. If mediation is unsuccessful, the

parties must observe a 10-day cooling-off period (sec. 7).

In the typical instance where the collective bargaining process reaches an impasse, employees are authorized to engage in a strike. Where educational employees are involved, however, the consequences of a strike pose unique and, in my view, unacceptable burdens to local communities. For that reason, the bill proposes that in the event of an impasse, the parties must resolve the impasse through binding arbitration. Under arbitration, each party must submit its last best offer to the arbitrator, and the arbitrator must decide which offer, in its entirety, is preferable. The "last best offer" form of arbitration is essential to the balance struck by this bill, because it provides a practical assurance that the parties will state realistic positions and, as importantly, that all parties will have an incentive to resolve their differences through bargaining, not arbitration.

I add that the purposes of this legislation could, in the alternative, be obtained through amendment of the Public Employment Relations Act (PERA; AS 23.40). While there are benefits to each of the possible legislative alternatives, I concluded that the policy consideration raised in defining the collective bargaining prerogatives of educational employees are sufficiently unique to merit a separate statutory scheme. Of course, I would be pleased to consider a bill that includes educational employees under PERA if that is the legislature's preference.

This bill provides a workable procedure which enables educational employees to enjoy the privileges of the collective bargaining process in a fashion which does not intrude upon the autonomy of local school boards.

Sincerely,

Bill Sheffield
Governor

Revision Date:

REQUEST
Bill/Resolution No.:
Title: Teachers' Collective Bargaining

Sponsor: Governor
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: Administration
Program Category Affected: Independent Operations
BRU, Program or Subprogram(s) Affected: Labor Relations Agency

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
100 PERSONAL SERVICES	0	0	0	0	0	0
200 TRAVEL	0	6.0	3.8	3.8	3.8	3.8
300 CONTRACTUAL	0	30.4	19.0	19.0	19.0	19.0
400 SUPPLIES	0	.8	.5	.5	.5	.5
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	0	37.2	23.3	23.3	23.3	23.3
CAPITAL	0	0	0	0	0	0
REVENUE	0	0	0	0	0	0

FUNDING: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
GENERAL FUND	0	37.2	23.3	23.3	23.3	23.3
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:	0	0	0	0	0	0
FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Prepared By: Bill Gibbons [signature] Phone: 465-4403
Division: Labor Relations Date: January 24, 1985

Approved by Commissioner: Lisa Rudd [signature] Date: 1/24/85
Agency: Department of Administration

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

5/8D1/0124-01

Rev. 7/1/84

Total FY86 Travel Increase $6.0

300 Contractual: Funded during FY85 at 75.9. Increase of .40 = $30.4

400 Commodities: Funded during FY85 at 2.0. Increase of .40 = $.8

Total FY86 Increase $37.2

2. Subsequent years FY87-90

200 Travel:

Three existing members: $9.1 x .25 = $2.3
Two new members: $6.1 x .25 = $1.5

Total FY87-90 Travel Increase $3.8/year

300 Contractual: $75.9 x .25 = $19.0/year

400 Commodities: $2.0 x .25 = $.5/year

Total FY87-90 Increase $23.3/year

Analysis

A. Assumptions: Since this bill will make the three member State Labor Relations Agency (LRA) serve as the majority of the new, five member Educational Employees Labor Relations Agency (EELRA), it will add to the LRA's workload. Our experience with implementation of the Public Employment Relations Act leads us to believe that the workload increase will be most pronounced during the first year of operation under the new law, as bargaining units are set up and representation elections conducted. Subsequent years' workloads will be permanently higher than present, since a larger client group will permanently be served, but the lasting impact on workload will be significantly less than the initial impact. We have assumed a 40% workload increase (above present) for the first year; subsequent years' workloads are assumed to be 25% higher than the present.

While serving as the EELRA, travel and perdiem costs will be proportionately higher, since five members will be participating instead of the present three and more frequent travel can be anticipated.

B. Program Summary: Present Labor Relations Agency services include bargaining unit determination; conducting representation elections, investigation and conciliation of complaints, holding representation and unfair labor practice hearings, and issuing orders and decisions. A larger client group - educational employees, their representatives, and school boards - will receive these services. No new positions will be required; none presently are authorized. Since office and legal services are contracted for, there will be a significant increase in contractual services. Travel and perdiem will also increase with the size and workload of the Agency.

C. Computations: 1. First year FY 86

200 Travel: Funded @9.1 for FY85. This is for three members (3.0[illegible] ea.) with an assumed workload of 1.00. If workload is increased to 1.40 and five members participate in the new case load, the increase in travel funding requirements will be:

Three existing members: $9.1 x .40 = $3.6
Two new members: $6.1 x .40 = 2.4

REQUEST	FISCAL DETAIL
Bill/Resolution No.: HB 130	Agency Affected: Education
Title: educational employees collective bargaining	Program Category Affected:
Sponsor: Governor	BRU, Program or Subprogram(s) Affected:
Requestor: Governor	
Date of Request: 1-22-85	

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0
CAPITAL	0	0	0	0	0	0
REVENUE	0	0	0	0	0	0

FUNDING: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
GENERAL FUND	0	0	0	0	0	0
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
FULL-TIME	0	0	0	0	0	0
PART-TIME						
TEMPORARY						

ANALYSIS: Attach a separate page if necessary

The bill has no fiscal impact on this department.

Prepared By: Steve Hole Phone: 465-2800
Division: Commissioner's Office Date: 1-23-85

Approved by Commissioner: Harold Raynolds, Jr. Date: 1-23-85
Agency: Education

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

7/1/84

STATE OF ALASKA 1985 LEGISLATIVE SESSION
FISCAL NOTE

Revision Date: March 5, 1985

REQUEST
Bill/Resolution No.: CSHB 130
Title: Teacher's Collective Bargaining

Sponsor: Governor Bill Sheffield
Requestor:
Date of Request:

FISCAL DETAIL
Agency Affected: Administration
Program Category Affected:
Independent Operations
BRU, Program or Subprogram(s) Affected:
New--Educational Employees Labor Relations Agency

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
100 PERSONAL SERVICES	-0-	-0-	-0-	-0-	-0-	-0-
200 TRAVEL	-0-	68.3	72.4	76.7	81.3	86.2
300 CONTRACTUAL	-0-	90.2	95.6	101.3	107.4	113.8
400 SUPPLIES	-0-	1.0	1.1	1.2	1.3	1.4
500 EQUIPMENT	-0-	5.0	-0-	-0-	-0-	-0-
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	-0-	164.5	169.1	179.2	190.0	201.4
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
GENERAL FUND	-0-	164.5	169.1	179.2	190.0	201.4
FEDERAL FUNDS						
OTHER						
TOTAL	-0-	164.5	169.1	179.2	190.0	201.4

POSITIONS:

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Prepared By: William J. Gibbons, Director
Phone: 465-4404
Division: Labor Relations
Date: March 5, 1985

Approved by Commissioner: Lisa Rudd
Date:
Agency: Department of Administration

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

1/8D1/0305-02/2

Rev. 7/1/84

COMMITTEE SUBSTITUTE FOR
HOUSE BILL 130
FISCAL NOTE ANALYSIS

Educational Employees' Collective Bargaining
Prepared by Division of Labor Relations
Department of Administration
March 5, 1985

This bill establishes an Educational Employees' Labor Relations Agency (EELRA) to administer the revised teachers' collective bargaining act. The effect of the revisions is to extend the privileges of the collective bargaining process to all noncertificated educational employees, and to add finality to the bargaining process now authorized for teachers by Title 14.

The three-member EELRA, with the advice and assistance of a professional on contract (probably an attorney), will investigate matters brought before it, hold hearings, resolve Unfair Labor Practice Complaints and conduct elections. The office will be in Anchorage, where a full-time clerk typist (on contract) will provide technical and clerical support.

Since both EELRA staff members will be on contract, the costs of their services are allocated to Contractual Services ($76,200).

Rental charges for office space are estimated at $6,000, based on a General Services and Supply quotation of typical Anchorage office space costs. The balance of Contractual Services ($18,000) is reserved for other administrative costs such as telephone charges, office equipment rentals, duplicating materials, and equipment maintenance agreements.

The allotment for travel ($68,300) permits a total of 91 individual trips of three days each to various school districts throughout Alaska. This assumes a total of 26 hearings per year which will require travel. For 13 of the hearings a group of four is expected to travel (the three EELRA members plus the attorney). Only three people are expected to travel for the remaining 13 trips (two of the EELRA members--a quorum--plus the attorney). An average cost of $750 per individual trip in transportation and per diem expenses is assumed.

The budget for office supplies (paper, pens, typewriter ribbons, etc.) is $1.0. A one-time equipment expense of $5.0 is included for the initial purchase of office furniture and equipment (desks, chairs, file cabinets).

COMMITTEE SUBSTITUTE FOR
HOUSE BILL 130
FISCAL NOTE ANALYSIS

Educational Employees' Collective Bargaining
Prepared by Division of Labor Relations
Department of Administration
March 5, 1985

For future years' expenses, the following assumptions have been used:

1. An inflation rate of 6.0% per annum.

2. No significant change in the work load from FY 86 levels.

The Department recommends that the bill be amended to authorize teleconferencing of EELRA hearings where all interested parties agree. Teleconferencing some hearings will reduce the EELRA's funding requirements, and will enable them to conduct more hearings within allotted funds.

Effect of amendments. — The 1980 amendment substituted "the pay plan for state employees in AS 39.27.011(a)" for "AS 39.27.010" at the end of paragraph (7) of subsection (a).

Editor's notes. — The revisor of statutes, under the authority of AS 01.05.031 and § 4, ch. 58, SLA 1982, deleted "of education" following "commissioner" in subsection (a)(4) and subsection (b), and, in subsection (a)(7), substituted "executive secretary" for "him" and "executive secretary's" for "his."

Legislative history reports. — For report on ch. 77, SLA 1972 (SB 126), see 1972 House Journal, p. 1208.

Sec. 14.20.475. Applicability of the Administrative Procedure Act. The Administrative Procedure Act (AS 44.62) applies to regulations and proceedings under AS 14.20.370 — 14.20.510. (§ 5 ch 9 SLA 1975)

Sec. 14.20.480. Effect of standards. Members of the teaching profession are obligated to abide by the professional teaching standards adopted by the commission. (§ 35 ch 98 SLA 1966)

NOTES TO DECISIONS

Applied in Renfroe v. Green, Sup. Ct. Op. No. 2233 (File Nos. 4394, 4481), 626 P.2d 1068 (1980).

Sec. 14.20.500. Support. In addition to available state funds, the commission shall also be financed by members of the profession in accordance with regulations adopted by the department including, if necessary, an increase in the fees for certificates. (§ 35 ch 98 SLA 1966; am § 1 ch 73 SLA 1973)

Revisor's notes. — The word "adopted" was substituted for "promulgated" by the revisor of statutes under AS 01.05.031.

Sec. 14.20.510. Short title. AS 14.20.370 — 14.20.510 shall be known as the Professional Teaching Practices Act. (§ 35 ch 98 SLA 1966)

Article 6. Negotiation and Mediation.

Section
550. Negotiation with certificated employees
555. Optional coordinated employee negotiations
560. Teachers' bargaining groups and meetings with the groups
570. Mediation
580. The mediation report
590. Grievance procedures
600. Individual cases
610. Legal responsibilities of boards

Legislative history reports. — For report on ch. 18, SLA 1970 (HB 391 am S), see 1970 Senate Journal, p. 296.

Opinions of attorney general. — While these provisions waive the state's sovereign immunity and that of its political subdivisions from having to bargain collectively with teachers in the public schools, they do not address, expressly or even impliedly, any right to strike on the part of teachers of school districts. May 19, 1977, Op. Att'y Gen.

Teachers of school districts do not presently have the right to strike because the state has not waived its or its political subdivisions' immunity from strikes by teachers. May 19, 1977, Op. Att'y Gen.

Collateral references. — 48A Am. Jur. 2d Labor and Labor Relations, §§ 1727 — 1775.

51A C.J.S. Labor Relations, § 402.

Right of school authorities to make membership or nonmembership in teachers' association or other organization a condition of employment as a teacher. 72 ALR 1225.

Bargainable or negotiable issues in state public employment labor relations. 84 ALR3d 242.

Union security arrangements in state public employment. 95 ALR3d 1102.

Sec. 14.20.550. Negotiation with certificated employees. Each city, borough and regional school board, shall negotiate with its certificated employees in good faith on matters pertaining to their employment and the fulfillment of their professional duties. (§ 1 ch 18 SLA 1970; am § 3 ch 71 SLA 1972; am § 21 ch 124 SLA 1975)

NOTES TO DECISIONS

Constitutionality. — This section and AS 14.20.610 state two goals which apparently conflict, but since the supreme court construes this section fairly narrowly, it finds no constitutional infirmity in this section and AS 14.20.610. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

Requirements of section. — This section merely requires a school board to negotiate with a union. It does not require a board to accept any particular proposal a union might offer. It does not require, and probably does not permit, a board to delegate to a union the sole power to make any decision. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

As to matters which affect educational policy and are, therefore, not negotiable, there is nevertheless implicit in the Alaska Statutes the intention that the school boards meet and confer with the unions. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

Negotiable items. — Salaries, fringe benefits, the number of hours worked, and the amount of leave time are negotiable. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

The salary of teachers is a proper subject of collective bargaining under Alaska's statutes. Rouse v. Anchorage School Dist., Sup. Ct. Op. No. 2106 (File No. 4715), 613 P.2d 263 (1980).

Nonnegotiable items. — Such items as (1) relief from nonprofessional chores, (2) elementary planning time, (3) paraprofessional tutors, (4) teacher specialists, (5) teacher's aides, (6) class size, (7) pupil-teacher ratio, (8) a teacher

ombudsman, (9) teacher evaluation of administrators, (10) school calendar, (11) selection of instructional materials, (12) the use of secondary department heads, (13) secondary teacher preparation and planning time, and (14) teacher representation on school board advisory committees are, under the existing statutory language, nonnegotiable. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

Dismissal of complaint held proper. — Change in teachers' salaries brought about by contract renegotiation did not abuse any "vested" rights entitled to judicial protection, and dismissal of the complaint for failure to state a claim for which relief could be granted was proper. Rouse v. Anchorage School Dist., Sup. Ct. Op. No. 2106 (File No. 4715), 613 P.2d 263 (1980).

Sec. 14.20.555. Optional coordinated employee negotiations. (a) Negotiations between the certificated employees of the regional educational attendance areas and the respective regional school boards shall be conducted by one team representing all the certificated employees, one team representing all the certificated administrative personnel if they have joined together to negotiate independently as provided in AS 14.20.560(f), and one team representing all the participating regional school boards.

(b) Each team may consist of as many members as there are regional school boards. Each board is entitled to one member on the team. However, each negotiating team shall consist of not less than five members.

(c) A regional educational attendance area board may by resolution choose to conduct its own negotiations in accordance with AS 14.20.550. (§ 22 ch 124 SLA 1975)

Sec. 14.20.560. Teachers' bargaining groups and meetings with the groups. (a) When a majority of the certificated employees in a school district have designated an educational organization of their own choosing to bargain for them, the organization shall be recognized by the school board as the bargaining agent for all the certificated staff, except superintendents of schools. The membership of any such recognized educational organization shall be composed principally of those employed in the teaching profession in Alaska.

(b) The organization representing a majority of the certificated employees of a school district shall, upon the request of the school board, submit an affidavit verifying that it does represent a majority of the certificated employees. Recognition of the employee bargaining agency by a school board is valid for one year or a term agreed upon by the two parties to an agreement, unless a majority of certified staff votes to request the termination of recognition of the employee bargaining agency. The school board is entitled to an affidavit of membership from the employee bargaining agency once each year.

(c) Upon the request of 25 per cent of the certificated employees in a district, the school board shall hold, within 20 days, an election by secret ballot of all the certificated employees in order to determine their choice of a bargaining agency. The results of this election are binding for one year.

(b) If the mediation meetings are held during the school day, teachers representing an employee bargaining agency shall be released from classroom or other assigned duties without penalty or loss of pay. (§ 1 ch 18 SLA 1970; am § 1 ch 201 SLA 1975)

Sec. 14.20.580. The mediation report. (a) Within 10 days each party to the dispute shall accept or reject in total the mediation report.

(b) If rejected by either party, the mediator shall have an additional five days to review the objections and prepare a final report.

(c) If the final report is rejected by either side, the governor may appoint an advisory arbitrator to review the issues and make recommendations for solution. (§ 1 ch 18 SLA 1970; am § 2 ch 201 SLA 1975)

Sec. 14.20.590. Grievance procedures. Negotiations agreements executed after July 1, 1975 shall define "grievances" and provide for grievance procedures for the certificated staff. The grievance procedures shall provide that the final step in the procedure shall be binding arbitration. The negotiations agreement shall provide a method for the selection of an arbitrator. (§ 1 ch 18 SLA 1970; am § 3 ch 201 SLA 1975)

Sec. 14.20.600. Individual cases. Nothing in AS 14.20.550 — 14.20.590 prohibits an employee from addressing a school board, as an individual, through the regular procedures of the school board for hearing individual cases. (§ 1 ch 18 SLA 1970)

Sec. 14.20.610. Legal responsibilities of boards. Nothing in AS 14.20.550 — 14.20.600 may be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the school board including its right to make final decisions on policies. (§ 1 ch 18 SLA 1970)

NOTES TO DECISIONS

Constitutionality. — AS 14.20.550 and this section state two goals which apparently conflict, but since the supreme court construes AS 14.20.550 fairly narrowly, it finds no constitutional infirmity in AS 14.20.550 and this section. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

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resentation on school board advisory committees are, under the existing statutory language, nonnegotiable. Kenai Peninsula Borough School Dist. v. Kenai Peninsula Educ. Ass'n, Sup. Ct. Op. No. 1537 (File Nos. 2470, 2492, 2563), 572 P.2d 416 (1977).

Article 7. Interstate Agreement on Qualification of Educational Personnel.

Section
620. Entry into agreement
630. Terms and provisions of agreement
640. Designated state official to make contracts
650. Filing and publishing of contracts

Sec. 14.20.620. Entry into agreement. The interstate Agreement on Qualification of Educational Personnel is enacted into law and entered into in behalf of the State of Alaska with all other states and jurisdictions legally joining in it in a form substantially as contained in AS 14.20.630. (§ 1 ch 83 SLA 1970)

Sec. 14.20.630. Terms and provisions of agreement. The terms and provisions of the agreement referred to in AS 14.20.620 are as follows:

INTERSTATE AGREEMENT ON QUALIFICATION OF EDUCATIONAL PERSONNEL.

ARTICLE I. PURPOSE, FINDINGS, AND POLICY.

(1) The states party to this agreement, desiring by common action to improve their respective school systems by utilizing the teacher or other professional educational person wherever educated, declare that it is the policy of each of them, on the basis of cooperation with one another, to take advantage of the preparation and experience of such persons wherever gained, thereby serving the best interests of society, of education, and of the teaching profession. It is the purpose of this agreement to provide for the development and execution of such programs of cooperation as will facilitate the movement of teachers and other professional educational personnel among the states party to it, and to authorize specific interstate educational personnel contracts to achieve that end.

(2) The party states find that included in the large movement of population among all sections of the nation are many qualified educational personnel who move for family and other personal reasons but who are hindered in using their professional skill and experience in their new locations. Variations from state to state in requirements for qualifying educational personnel discourage such personnel from taking the steps necessary to qualify in other states. As a consequence,

NEA-ALASKA

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House Bill 130

RE: Educational Employees Collective Bargaining
Amends AS 14.20.550 - 610

NEA-ALASKA

CONCEPT OUTLINE

* Provides all school district employees the right to organize and negotiate.
* Establishes an Educational Employees Labor Relations Agency to administer the law.
* Continues to utilize mediation through the Federal Mediation and Conciliation Service.
* Provides for final offer arbitration on the issues not resolved in mediation. The arbitrator shall have authority to mediate an agreement before making a final decision.
* Provides a public hearing before selection of a final offer by the arbitrator.
* Provides for the selection of the arbitrator and for the costs of arbitration to be shared by the parties.
* Defines and prohibits unfair labor practices.

LCS:57

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NEA-Alaska Position Statement
Teacher Negotiations Law
AS 14.20.550-610

The absence of finality to the process of teacher negotiations is not in the public interest of the State of Alaska and is inconsistent with the public policies of the State as they pertain to employer/employee relationships for all other public employees.

Collective negotiations is well established in both the public and private sectors as the best procedure for employees to equitably share in the decision making processes regarding their terms and conditions of employment. The State of Alaska in AS 23.40.070, the public employee negotiations law, has further stated that it is the public policy of the State to promote harmonious and cooperative relationships between employees and government and that government will be more effective and responsive when employees have such opportunity.

The current teacher negotiations law fails every reasonable test relative to equity and effective bilateral decision making.

- There is no meaningful incentive for school boards to reach agreement on terms and conditions of employment as a result of the good faith negotiations requirement.
- The dispute settlement mechanism does not achieve finality in the process.
- The law does not define unfair labor practices.
- There is currently no administrative procedure for resolution of alleged unfair labor practices except through costly and time consuming court procedures.
- Bargaining unit determination procedures are ambiguous at best.
- Time, energy and valuable resources (human and financial) are being spent in a collective bargaining process which is substantially increasing in its length and its frustrations.
- The right of employees to organize and participate in matters pertaining to negotiations does not have adequate statutory protection.
- The law is silent on the negotiation of fair representation fees.

Minimally, the legislative reform should address finality through arbitration, preferably final offer on an item by item basis.

Final offer interest arbitration is the only effective labor relations alternative to strike as a method of achieving finality to a negotiations dispute.

In the public sector it is a better alternative than strike, in that it provides for a continuity of services and does not adversely effect the public interest, health, safety, and welfare.

Final offer interest arbitration is effective because it represents a risk for both parties to a dispute and it subjects their positions to neutral scrutiny, thus causing them to be more defensible and rational.

The reality of final offer interest arbitration is that a very low percentage of disputes actually end up in written arbitration awards. The mere presence of such an arbitration procedure enhances the settlement potential and results in more bilateral agreements between the parties short of the arbitration itself.

In his dissenting opinion in the Supreme Court determination that teacher strikes are illegal, Justice Rabinowitz said: "If public school teachers are so essential to society that they must be denied the right to strike, then they should be given the right to compulsory arbitration".

Further, the public supports interest arbitration for teachers.

- Between 1979 and 1981 Senator Colletta, Representative Phillips, and Senator Kelly found constituent support for interest arbitration ranging from 67% to over 80%.
- In early 1983, a supermarket survey of nearly 5,000 shoppers in ten communities around the State found over 90% in support of arbitration for teachers.
- The 1983 Hellenthal Survey, commissioned by the Anchorage School District, reinforces the need for arbitration with a favorable response in excess of 80%.

The NEA-Alaska desire for finality through arbitration has been a matter of record for a number of years. Our commitment only intensifies as each round of bargaining with school districts produces a lengthening process and greater frustrations for our members.

******

NEA-Alaska recommends the following as minimal revision to AS 14.20.550-610.

a) Include a policy statement similar to PERA (As 23.40.070)
b) Clarify procedures regarding questions of representation and bargaining unit determination
c) ESTABLISH FINAL OFFER (item by item) ARBITRATION AS THE NEGOTIATIONS DISPUTE SETTLEMENT MECHANISM
d) Define unfair labor practices
e) Provide administrative procedures for resolution of alleged unfair labor practices
f) Establish an agency for administration of the teacher negotiations law
g) Provide non certified public school employees access to a negotiations law.

The following points effectively summarize the positive effect of the recommended revisions to the teacher negotiations law.

1. Achieves finality in an expeditious way

2. Reinforces equity in the process

3. Reinforces good faith negotiations

4. Final offer is a risk for both parties

5. Final Offer forces the position to be defensible, rational

6. Third party assistance is sometimes necessary/desirable

7. An improper award can be challenged in court and set aside

8. Currently, too much time, money and energy is wasted in the impasse process

9. Management rights/prerogatives are protected by statute

10. Arbitration stops strikes

11. The public favors interest arbitration.

Attached please find:

a) Summary of the Connecticut final offer arbitration law. It was passed subsequent to the 1979 Bridgeport teacher strike (the Anchorage teacher strike was also in 1979). The effect has clearly been an increase in the number of bilateral agreements reached short of the arbitration award itself. (Phi Delta Kappan)

b) An article summarizing the viability and acceptability of arbitration as an alternative to teacher strikes. (American School Board Journal)

c) A summary of the mediation-arbitration process which focuses on the Wisconsin procedure.

Enclosures

B2:42

COLLECTIVE BARGAINING ALTERNATIVES

Compulsory Binding-Interest Arbitration In Connecticut

by Leo L. Mann

The state of Connecticut reacted to a bitter teacher strike by enacting a law mandating mediation and compulsory binding-interest arbitration. Now, more than two years later, Mr. Mann reports that the law may have served as a catalyst to improve the negotiation process.

LEO L. MANN (University of Bridgeport Chapter) is a professor of educational management at the University of Bridgeport, Bridgeport, Conn.

A revised Connecticut statute that took effect on 1 July 1979 may go a long way toward improving the working relationship between teacher bargaining units and boards of education in the state. The statute revision had its roots in a lengthy and bitter teacher strike in Bridgeport, the state's largest city (population 139,552), in September 1978. The 19-day strike closed all 37 Bridgeport schools: 274 members of the teacher association were jailed, and the association was assessed $194,000 in damages. The strike sent shock waves across Connecticut.

Gov. Ella Grasso reacted by calling for change in the state law governing teacher contract negotiations. Following her lead, the Connecticut State Legislature enacted the revised law. Its significant changes are a mandated mediation process and compulsory binding-interest arbitration; this latter provision makes Connecticut the seventh state (after Iowa, Maine, Nebraska, Nevada, Rhode Island, and Wisconsin) to provide such arbitration for teachers.

The Mediation Process

Under the revised law, negotiations between a board of education and a teacher bargaining unit must begin 180 days before the board is scheduled to submit its budget. If the parties fail to reach an agreement on the terms and conditions of teachers' employment, either side may submit the issues to the commissioner of education for mediation. This action can be taken at any time during the first 60 days of negotiations. If, after the first 60 days, the parties have neither reached an agreement nor initiated mediation, the commissioner must order mediation to begin.

From a panel of mediators approved by the state department of education, the parties mutually select the person who will work with them. The parties share equally in mediation costs. The mediator must make his or her recommendations within 30 days of the date that mandated mediation began. These recommendations are not binding, however.

The school board and the teacher bargaining unit are required to report their settlement to the state commissioner of education no later than the 90th day before the board is scheduled to submit its budget. (The date for submitting a budget is determined locally.) If issues remain unresolved at this point, the matter goes automatically to arbitration.

The Arbitration Process

Connecticut's 15 arbitrators for public education disputes are appointed by the governor and must be approved by the legislature. This panel of arbitrators represents the interests of local boards of education, certified employees, and the general public. Each of these constituencies has a voice in the selection process.

The parties in arbitration may jointly select a single arbitrator, or each may choose an arbitrator who represents its own exclusive interests. When the second option is exercised, the two arbitrators, within five days of their selection, must appoint a third arbitrator who represents the interests of the general public. This arbitrator chairs the three-member panel. As in the case of mediation, arbitration costs are shared equally by the local board of education and the teacher bargaining unit.

The law strictly specifies the next steps. The school district must hold a hearing on the 10th day after the arbitrator or arbitrators have been named. Five days prior to the hearing, the parties to the dispute and the governmental body with budgetary responsibility for the school district must be notified in writing of the time and place of the hearing. The hearing must last no longer than 20 consecutive days.

Only unresolved items are addressed at this arbitration hearing. In fact, negotiators for the two sides may continue to meet and discuss items at issue while arbitration is going on. Should the parties manage to agree on a given contract provision before arbitration ends, they can stipulate that this provision be included in the arbitration decision.

The parties submit to arbitration their respective positions on each unresolved issue in the form of a "last best offer." The arbitrator or arbitrators accept either the last best offer of the board or the last best offer of the teachers. There can be no middle ground. Each unresolved issue is handled in this way.

Six factors influence an arbitration decision: 1) the negotiations between the parties before entering arbitration, 2) the public interest and the financial capability of the school district, 3) the interests and welfare of the employee group, 4) changes in the cost of living, 5) the existing employment conditions of the employee group compared with those of similar groups, and 6) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market.

The arbitrator(s) must present a decision in writing within 15 days after a hearing ends. This decision is binding on both parties and is not subject to rejection. Because arbitration is a quasi-judicial process, however, the law does provide for formal judicial review. Within 30 days of receiving the arbitration decision, a dissatisfied party may file a motion in superior court to annul or modify the arbitration award. After a hearing, the court may modify or annul an award if, in its judgment, the substantial rights of a party have been prejudiced.

During the first two years under the revised law, 78 Connecticut teacher contracts were open annually for negotiation. The number of contracts settled at the table through local bargaining increased slightly, from 25 in 1980-81 to 29 in 1981-82. This represents a 5% increase in the number of contracts settled without third-party intervention.

A marked change occurred during this same interval in the number of settlements reached through mediation and arbitration. Of 53 attempted mediations in 1980-81, only 15 (28%) were successful. By contrast, 26 of 49 attempted mediations (53%) resulted in settlements in 1981-82. During this second year under the revised law, 26 of the 78 open teacher contracts (33%) were settled through mediation. In 1980-81, by contrast, only 15 of the 78 open teacher contracts (19%) were settled in this manner.

As the number of successful mediations increased between 1980-81 and 1981-82, the number of arbitration awards declined sharply. Arbitration awards accounted for 38 of the 78 teacher contract settlements (49%) in 1980-81, but such awards accounted for only 23 of the 78 settlements (29%) in 1981-82. From another perspective, 52% of open teacher contracts were settled locally or through mediation in 1980-81, and 71% were settled in this fashion in 1981-1982.

When the legislature passed the new law, a doomsday view of the future of good-faith bargaining spread across Connecticut. The fact that nearly 50% of all teacher contracts went to arbitration in the first year under the new law suggests that good-faith bargaining *did* suffer a reversal. By 1981-82, however, slightly fewer than 30% of all teacher contracts went to arbitration. This suggests that boards of education and teacher bargaining units now seek to avoid arbitration when that is possible. Both parties give up control over the final outcome when they turn to arbitration. They are left instead to implement decisions made by an external agent. Many Connecticut school districts discovered in 1980-81 that settling contracts through arbitration can be traumatic.

Because it is frequently difficult to live with the results of arbitration awards, teachers and school boards tried more vigorously to settle contracts for 1981-82 through mediation. The increase in the number of contracts settled through mediation in 1981-82 suggests that initial concern about the potential of binding arbitration to undermine good-faith bargaining in Connecticut is unjustified. The binding arbitration provision may, in fact, serve as a catalyst for improving the negotiation process between boards of education and teacher bargaining units in the state. □

What's good about binding arbitration: It puts an end to teacher strikes

By Bernadette Marczely

IMAGINE negotiating your teacher contract months before the old contract expires, eliminating the nasty chance that contract negotiations will drag on into the summer—in short, ending once and for all the threat of a teacher strike in your school system. Connecticut has come close to making this dream a reality: The state has legislated an end to teacher strikes, and so far, the law is working. But ironically, that doesn't mean everyone is happy (see article on page 32). More on why in a moment.

Before Connecticut passed the Teacher Negotiation Act in October 1979, the state had its share of strikes and strike threats. Not so anymore. Sponsored by the Connecticut Education Association (an affiliate of the National Education Association) and supported by the administration of the late Governor Ella Grasso, the law provides school boards a tightly structured blueprint for the process of negotiating teacher contracts—ending, if need be, with binding arbitration. In brief, compulsory binding arbitration replaces strikes as the final step in resolving board/teacher impasses in contract negotiations.

Here's how the law mandates negotiations: The process begins when the local school board selects a budget submission date—that is, a date on which the board will submit to the local governing body its itemized estimate of what it will cost to run the system's public schools in the following year. (In Connecticut, school board budgets must be approved by the local government unit.) The school system's teacher contract negotiations then are keyed to this date (as an example, a March 15 budget-submission date for a contract that takes effect June 1). Once that date is established, no time is to be lost in beginning the negotiations process.

If the teacher contract has not been settled by the 120th day *before* the budget submission date, the law requires that negotiators for both the board and the teacher union mutually select a mediator who will try to help them resolve their remaining differences. (Working back from a March 15 deadline, the mediator would be selected by November 15 of the year prior.) If the mediator's efforts do not succeed and unresolved issues still exist on the ninetieth day before budget submission (mid-December of the year prior, if March 15 is the budget submission date), both sides are compelled to begin the arbitration phase of the process.

Essentially, this phase involves choosing an arbitrator (or a panel of three arbitrators—one representing the board, one representing teachers, and one representing the public interest) to decide between the proposals submitted by each side for resolving each unsettled issue. Example: If the negotiations are stuck on two points—salary increases and teacher medical benefits—the arbitrator selected must deal with each of the two issues separately. The proposals submitted by the board and the teachers for this final judgment must represent the *last and best offer* each side is willing to make. Not only are both sides under legal mandate to settle, they also are jointly responsible for each arbitrator's fee, amounting to approximately $200 per day per arbitrator. The cost of having failed to resolve as many issues as possible earlier in the negotiations process, then, can be quite high.

Once in arbitration, each side must present proposals dealing with *each* disputed issue; and each proposal must be reasonable and rationally supported by accepted norms and the practices of surrounding school districts. (A teacher union demand for 25 percent salary increases would not be considered reasonable, because it is not in line with increases teachers receive nationally or locally.) The arbitrator or panel of arbitrators then must choose between the two proposals submitted for resolving each issue: *The arbitrators cannot attempt to reach compromise, nor can they superimpose solutions of their own.* They make a simple, direct decision; the accepted proposal then becomes contractually binding on *all* parties—the school board, teachers, and the local governing body—for the duration of the contract period. Neither veto nor public referendum can void the arbitrated decision or any other element of the negotiated contract. In short, the points of the legal contract by which both sides must abide are settled once and for all by a neutral third party.

On the surface, the Teacher Negotiation Act is doing exactly what it is intended to do—eliminate teacher strikes in Connecticut's public schools. The state has not experienced a teacher strike since the law's passage in 1979. Its real and continued success, however, will depend on how the process and the end results in local school systems are perceived by the teachers, administrators, and school board members most involved. The law can be effective only as long as those involved believe it is a just and efficient way to reach a fair settlement.

To find out what both sides of school system negotiating teams think about the binding arbitration law in Connecticut, I sent a questionnaire to board members, district administrators, and teachers who have served on negotiating teams subject to binding arbitration during the first year the law was in effect. An equal number of randomly selected board and teacher union negotiators was asked to evaluate both the process and the results of the law in light of their experience.

Here's what the responses suggest: Board and bargaining unit negotiators think the law effectively accomplishes what it sets out to do. Here are the breakdowns:

- Eighty percent of all respondents say it's a good idea to have contract disputes settled by a disinterested third party. They also say the time restraints mandated do indeed expedite negotiations.
- Sixty-one percent say the last-best-offer aspect of the law is a positive factor.
- More than three-quarters say the finality of the law is important—that decisions negotiated and arbitrated cannot be rendered useless by veto of the government unit or by local referendum.
- In an open response segment of the questionnaire, respondents from both sides note that the process makes careful preparation and planning for reasonable solutions absolutely necessary. Negotiators are required to do their homework within the time allotted if they hope to present truly productive proposals.

To sum, a majority of the negotiating team members questioned, representing boards and teacher union members equally, says the procedures defined by Connecticut's Teacher Negotiation Act are good ones and agrees that the law provides definite incentives for early contract settlements.

I also asked negotiators to evaluate their district's arbitrated contracts. Of the 32 separate issues submitted for arbitration during the first year, the issues most frequently arbitrated were salary and benefits. The arbitrated "victories" on these two issues were almost evenly shared, with board negotiators winning 57 percent of all benefit disputes, and teacher unions winning 60 percent of all salary disputes. Arbitrated far less frequently than monetary issues during the first year of arbitration were education issues, such as length of school day, and issues dealing with teachers' rights, such as leave policies.

Both board and teacher union negotiators who've been subject to the arbitration process—and who've had the opportunity to live with the results—approve, on the whole, of the contracts developed under binding arbitration. Only 6 percent

(Continued on page 34)

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Binding arbitration

(Continued from page 33)

say that the resulting contracts were decidedly poor; 75 percent characterize their contracts as moderately good or excellent.

At first glance, then, all these responses suggest that Connecticut's unique approach to negotiating teacher contracts not only is eliminating strikes in the public schools but also is perceived as a fair and equitable alternative by all involved. Appearances, however, are deceiving. The responses also reveal a significant snag. School board negotiators, despite their perception of the law as an effective avenue to a fair contract, remain philosophically opposed to the concept of compulsory binding arbitration. When asked to indicate a stand either supporting or opposing compulsory binding arbitration, 75 percent of the board members questioned say they oppose Connecticut's binding arbitration law. They view the use of arbitration as an unlawful violation of their powers as an elected body, and they believe a disinterested arbitration panel or single outside arbitrator should *not* be given the authority to make ultimate decisions affecting a community to which they have no sustained responsibility. The stand taken by board members isn't unusual. It reflects the organized position regarding compulsory binding arbitration taken by the Connecticut Association of Boards of Education (C.A.B.E.). C.A.B.E. in fact has challenged the constitutionality of Connecticut's Teacher Negotiation Act in court and is awaiting a decision.

More surprising, perhaps: The Connecticut State Federation of Teachers (C.S.F.T.)—the Connecticut Education Association's rival teacher union—has joined forces with C.A.B.E. in seeking repeal of the law. C.S.F.T. traditionally has favored a militant approach to winning contract concessions and stands opposed to any system that inhibits the right of teachers to negotiate freely and to strike if need be.

Connecticut's arbitration law seems to be recognized by all those directly involved as an effective piece of legislation producing generally equitable settlements, yet a strong philosophical challenge to its existence has been mounted on two fronts, and the future of this legislated approach to negotiated peace in the classroom will have to be decided in a courtroom. Connecticut's plan must pass the test of constitutionality if it is to survive as an alternative to teacher strikes. □

Midwest Center for
Public Sector Labor Relations

IMPASSE RESOLUTION IN THE PUBLIC SECTOR: NEW DIRECTIONS

A Practitioner's Guide

SCHOOL OF PUBLIC AND ENVIRONMENTAL AFFAIRS

INDIANA UNIVERSITY, BLOOMINGTON

MEDIATION-ARBITRATION REDUCES MUNICIPAL STRIKES

The number of municipal employee strikes in Wisconsin has sharply declined since mediation-arbitration techniques were imposed in 1978. The procedure involves many steps leading toward impasse resolution with the object of voluntarily reaching settlement along the way. Its aim is to avoid arbitration. Only mandatory subjects of bargaining can be resolved by this procedure. It has promoted an equalization of wage schedules and contract terms from one municipality to another.

Wisconsin has had a collective bargaining law for the private sector since the 1930s. The Wisconsin Employment Relations Commission (WERC) has operated since the late 1930s under this law. In 1959, Wisconsin adopted its first collective bargaining law for public employees. Currently, there are five separate laws for Wisconsin's public employees.

The method of resolving impasses varies from one group to another. Under the plan pertaining to state employees, impasses are to be resolved by mediation and factfinding if mutually requested by both parties. Under a separate law applying only to the City of Milwaukee police force, impasses are to be resolved by wide-open interest arbitration. The arbitrator can select either of the party's offers or anything in between. Another law pertains only to the City of Milwaukee firefighters. The final step for resolving impasses among these firefighters is factfinding.

All other police and firefighters in the state of Wisconsin not employed by the City of Milwaukee are covered by final offer, total package, interest arbitration. This law has been on the books since 1971.

Strikes Spur Lawmakers

The fifth law covers municipal employees only. It has been in effect since 1959, but there have been many changes in the law over the last 20 years. Several strikes by municipal employees in the early and mid-1970s provided the impetus for legislators to change the law to provide mediation-arbitration as a technique for resolving impasses.

One strike which attracted national attention and emphasized the need for a new mode of impasse resolution involved the Hortonville School District. Negotiations became deadlocked. But mediation of the Hortonville dispute failed to reach a settlement, and the case went to factfinding. The teachers struck and all of them were fired. However, the Wisconsin Supreme Court declared that the teachers had been denied due process and ordered them to be reinstated. The school board appealed the ruling to the U.S. Supreme Court which overturned the State Court's ruling and declared that the teachers had not been denied due process.

Controversy over the Hortonville school strike led to the formation of a legislative study committee which was composed of representatives from the teachers and the school management as well as neutral individuals. After holding statewide hearings on the problem, the committee proposed the prototype of the present mediation-arbitration law.

However, the Wisconsin Legislature did not pass the committee's proposal into law the first time it was introduced in 1975. Public sector strikes continued. Two were school district strikes involving major employers in Wisconsin. One strike lasted approximately seven weeks, and the other continued for 13 weeks. These strikes, along with the Hortonville controversy, spurred legislators to pass the amendments to the municipal employees law providing for mediation-arbitration. Legislators viewed mediation-arbitration as a way to end strikes and give an air of finality to the collective bargaining process. A sunset provision was added which calls for the reinstatement of the old law if the new legislation is not reenacted or amended by October 31, 1981. The old law provided factfinding as the final step of impasse resolution.

Law Includes Public

The 1978 amendments to the municipal employee law require that the parties notify the Commission that they are going to begin negotiations. They also must notify the news media that negotiations are going to begin. The parties must present the initial proposals and the rationale behind these proposals at open public meetings. After these initial meetings in public, it is presumed that all further negotiations will be conducted in private, unless both parties agree otherwise.

If the parties cannot reach agreement after a period of negotiations, the parties or the State Commission initiates mediation. WERC sends one of its staff members or one of the Commissioners to mediate the dispute.

Provides Mediation-Arbitration

If the dispute remains unresolved after mediation, one or both of the parties may petition for mediation-arbitration. In about 80% of the cases there usually has been some effort at mediation before the parties petition for mediation-arbitration.

After the petition is received by the State Commission the same person who mediated the impasse will investigate the situation. This investigator determines if there has been a reasonable period of negotiation between the parties as required by statute. The investigator tries again to mediate the dispute.

Parties Give Final Offers

If negotiations are still deadlocked after a reasonable period of time, each party must submit final offers to the investigator, stipulating which issues are not at an impasse. Each party has the right to read the other party's offer and, afterwards, to change its own offer.

The investigator will continue to accept offers and exchange them in this way as long as at least one party has indicated a willingness to proceed. The party which wants to change its offer submits its change to the other side. If that does not provoke the other side to make a change, the investigation is usually closed and each party is stuck with those offers as final.

Inspires Change

The usual result of such a method, however, is to inspire the parties to continue making offers after the initial exchange. The parties see more progress than they have seen before. Perhaps the parties realize that ultimately an arbitrator will have to deal with total packages and each side wants its package to be the most reasonable.

The investigation is not closed until both parties have seen one another's final offer and decided not to make any more changes. The statute is designed to avoid surprises, with the goal of voluntary settlements. Its aim is to avoid arbitration. In addition, the more each party finds out about the ultimate position that the other party is going to take, the more likely it is that people who are holding back on compromise will be weeded out. It is no longer in one's self interest to hold back because the object of mediation-arbitration is to make one's offer more reasonable than the other party's offer. There is always a possibility that what has been held back would have been the stroke necessary to create a reasonable package.

Either Party May Object

During this process, either party has the option of claiming that a certain proposal is not a mandatory subject of bargaining. Under the Wisconsin statute, only mandatory subjects of bargaining can be submitted to mediation-arbitration, and each party is given the right of claiming that a subject is permissive instead of mandatory. The challenged party has the opportunity to amend its proposal to make it a mandatory subject or to drop the item altogether.

If the parties disagree over whether the proposal is mandatory or permissive, either may petition the Commission to make a declaratory ruling. On the other hand, no disagreement may arise. If neither party raises any objection about the status of the proposals, it is presumed that every issue raised is mandatory.

Under the new Wisconsin law the parties take the following steps: negotiation, mediation, petition for mediation-arbitration, investigation, submitting final offers with a stipulation of issues agreed upon, and raising questions over mandatory versus permissive issues, if desired.

Parties Choose Arbitrator

Once the investigation is closed, the investigator reports to the Commission that each party is deadlocked. The Commission certifies the deadlock and provides the parties with a list of five neutral arbitrators. The parties alternately strike names until one neutral is left. This person is appointed as mediation-arbitrator, often called a med-arbitrator. The employer must post a notice that a med-arbitrator has been appointed. Moreover, the statute provides the public with the right to petition the Commission for a public hearing before the med-arbitrator begins mediation. The public has only made this demand, however, in about 10% of the cases in Wisconsin.

The law requires that the med-arbitrator mediate. After the Commission certifies that the parties are deadlocked, no final offers can be changed without the consent of both parties. Generally, unless both parties are able to make their positions a little more reasonable, those positions are frozen.

Style Varies

During this process, everyone in the dispute is aware that the med-arbitrator must ultimately choose one of the final offers if the parties do not reach a mediated settlement. Some arbitrators don't like this because they prefer to fashion their own remedy. Each med-arbitrator has his or her own style. Some med-arbitrators are noncommittal, concerned about possibly prejudicing the case as it goes to arbitration. This type of med-arbitrator will ask the parties if they have any changes to make. If they say no, arbitration begins. Whereas, other med-arbitrators believe that the intent of the statute is to encourage voluntary settlements. These med-arbitrators first try to mediate.

Individuals vary in their techniques. Some med-arbitrators may even offer their own proposal if they feel there is a possibility of settlement. If no one accepts it, one of the final offers will be chosen. The med-arbitrator notifies the parties that a hearing will be held and that each party should be prepared to present evidence on its final offer. The med-arbitrator no longer acts as a mediator. He or she now becomes an arbitrator. And the parties split the costs of this med-arbitrator.

Parties Present Evidence

Each party presents its evidence, usually in the form of briefs. The med-arbitrator makes a decision on which package is more reasonable, using criteria set forth in the statute. The med-arbitrator must take into consideration:

- the lawful authority of the municipal employer.
- the stipulations of the parties.
- the financial ability of the government unit to meet the settlement costs.
- the interest and welfare of the public.

wages, hours and conditions of employment of other municipal employees performing similar work in the same community or in private employment in the same or other communities.

the consumer price index.

overall compensation being received.

changes in the foregoing during the proceedings, and

other factors normally and traditionally taken into consideration by factfinders and arbitrators.

The Wisconsin law is intended to encourage voluntary settlement, and procedures are built in all along the way to force the parties to do this. The arbitrator will generally devote one day to mediation and another day to an arbitration hearing. In many cases, the med-arbitrator will schedule these events on consecutive days. If the med-arbitrator fails at mediation, arbitration will occur on the following day.

Parties Can Stop Process

The filing of a prohibited practice complaint will not interrupt any med-arbitration process or delay the arbitration decision. The only way a party can stop mediation-arbitration is to question the status of a proposal. A party may raise the question whether an issue is mandatory, permissive, or illegal.

The investigation ceases until the Commission makes a decision about whether the issue is mandatory or not. If the subject is deemed mandatory, the med-arbitrator proceeds with the case. If it is ruled permissive, the affected party may change its proposal into a mandatory subject. This may, in turn, provoke the other party to make a change, and the process continues. As stated earlier, the investigation is not closed until either or both parties indicate that they are not going to make any more changes.

Law Penalizes Strikers

Under Wisconsin law, strikes are illegal except in cases where both union and employer withdraw their final offers at the time the arbitration hearing is set. The union may then give a 10-day notice, after which it may legally strike. However, citizens may enjoin the strike if they can show that the strike is harmful to the public health and safety.

The 1978 amended statute sets forth specific penalties for illegal strikes, and for legal strikes which continue after being enjoined. These penalties are far more severe than they were in the previous law. If a strike continues after an injunction, the union automatically loses its fair share and checkoff rights for an entire year.

Each individual who strikes is penalized at the rate of $10 per day for being on strike. The union is charged $2 per day for each member on strike up to a maximum of $10,000. Moreover, the court may impose additional penalties beyond the ones specified in the statute if the union is found in contempt of court. Prior to the 1978 amendments there was a $250 limit on contempt fines. Such a limit no longer exists. If either of the parties fails to carry out an arbitration award, it must pay civil liability, attorney's fees, and any other costs that the court decides.

Commission Interprets Law

Since the amendments went into effect in 1978, the Wisconsin Employment Relations Commission has had to issue several decisions interpreting the law. One interesting case involved an employer who wanted the med-arbitrator to choose from three alternative wage proposals instead of only one final offer. After hearing arguments from both sides, the Commission ordered the employer to make one single final offer as provided by the statute. The employer had argued that offering alternatives would allow greater innovation in negotiations. He claimed that innovative approaches to solutions are not possible under the conservative arbitration process.

In another case, an employer said he would not participate in mediation-arbitration until the union showed its final offer to its membership. The Wisconsin Employment Relations Commission ruled that the union was under no obligation to do this as a condition for mediation-arbitration.

The Commission recently ruled that mediation-arbitration must be used when there are impasses over successor agreements, initial agreements, reopener provisions, and multiple-year agreements with wage reopeners. However, the Commission ruled that mediation-arbitration does not apply to disputes over the interpretation of contract language during a contract period. Rather a grievance arbitrator should decide on such disputes.

Declaratory Rulings Increase

One of the most notable differences in public sector labor relations since the 1978 amendments is an increase in requests for declaratory rulings. Declaratory rulings indicate which subjects of bargaining are mandatory, an important distinction because only impasses over mandatory subjects can be submitted to mediation-arbitration.

In 1977 before the law was amended, there were six declaratory rulings; since 1978 there have been 29 such rulings. Each case may involve decisions on the status of many issues. An extreme example is a case in which a party requested a declaratory ruling on 126 different issues before it would continue to negotiate.

Law Discourages Arbitration

What have been the results of mediation-arbitration in resolving impasses in Wisconsin? From January 1, 1978, to September 28, 1979, WERC has received 517 petitions for mediation-arbitration. Of these, 162 are still pending and 355 have been settled.

Of the 355 settlements, 61% were dismissed prior to certification of impasse; that is, a petition for mediation-arbitration was filed, but one of WERC's investigators was able to resolve the dispute through mediation. Four cases were dismissed after the certification of an impasse but prior to appointment of a med-arbitrator. Forty cases were dismissed after the appointment of a med-arbitrator but prior to an award.

Therefore, an analysis of these 355 settlements shows that in only 93 cases was it necessary to carry out the entire process of mediation-arbitration in order to reach a settlement. And of these 93 awards, 24 were consent or split awards. This means that the parties to the dispute reached an agreement on the contract themselves but wanted it in the form of an award. It also might mean that the parties accepted the med-arbitrator's proposal instead of either one of their own final offers. The remaining 69 awards were decided as follows: 38 for the union and 31 for the employer. Seventy percent of the mediation-arbitration cases have dealt with school employees.

Extensive mediation has been carried out by WERC without any petitioning for mediation-arbitration. There were 230 mediation requests during this same time period which resulted in settlement.

In summary, the Wisconsin Employment Relations Commission has been involved with 747 cases since January 1978. Only 93 required a mediation-arbitration award, about 13%. Twenty-four of those decisions were consent or split decisions. Therefore, the number of awards has been small in relation to the number of bargaining units in the state and to the number of petitions filed.

Med-Arbitration Alters Bargaining

This does not mean, however, that mediation-arbitration with the threat of binding arbitration has had no effect on collective bargaining in the public sector.

One apparent effect of the mediation-arbitration law has been to benefit weak unions and weak employers. Unions that have not had enough power to win certain provisions that may be standard in other contracts, such as a fair share or just cause clause, are winning these provisions now because many employers feel that they will be awarded anyway through arbitration.

Weak employers confronted with a strong union also benefit. Because only mandatory subjects may go to binding arbitration, these employers will not give in on permissive issues since there is a process to remove these issues from the arbitration process. Thus, the mediation-arbitration procedure provides a balancing of power.

Eliminates Extremes

In the long run, mediation-arbitration also may tend to equalize wage schedules so that extremes do not exist. It appears that one contract will look like all the others after a period of time. Obviously, the people who are on the top would not be compared to the people who are on the bottom during negotiations; the tendency is for people at the bottom to move up. It is difficult for employers to justify that their employees are at the bottom of the wage scale.

Mediation-arbitration also works against unique contracts. If a union has items in its contract that no other union in the state has, it is going to encounter difficulty in trying to retain these items when the employer argues that there is nothing comparable in the state.

Issues Remain the Same

The most common issues reaching mediation-arbitration have not changed. Wages are number one, followed by fair share provisions, and health insurance. The number of items going to arbitration has decreased, however. Approximately three-fourths of the arbitration decisions deal with five or fewer issues. This reduction in issues at impasse may be related to the desire of each party to present a more reasonable final offer than the other side. In coming up with a reasonable package, the more issues there are, the greater the chance of jeopardizing the whole package.

Another result of the newly amended law has been an increase in professional negotiators at the table, especially on the employer's side. Because the law requires many procedural steps and ultimately may result in arbitration, the parties are seeking more professional assistance. To a degree, this reliance on professionals has helped the parties avoid mediation-arbitration. If competent professionals who do their homework are negotiating on both sides of the table, they will have a good idea of the positions which can legitimately be maintained. This makes the parties gravitate towards a realistic position and after going through all the steps of mediation, a settlement is usually reached.

Takes Seven Months

Under the mediation-arbitration provision, it averages about seven months from the time a petition has been filed to the time an arbitration award is made. Unfortunately, this seven-month lag time has had two results. It has caused some parties to settle voluntarily because they dread taking so long to get to arbitration. On the other hand, it has caused other parties to file their petitions for mediation-arbitration prematurely in the hope that by the time they really reach an impasse they will have an investigator all ready to work on their case. Such a reaction may have a chilling effect on the other party which may have been willing to make some progress in negotiations. This desire rapidly disappears once a petition for mediation-arbitration has been filed by the other party. The party decides instead to develop a position for arbitration, dropping any strategy for a voluntary settlement.

Law Meets Goal

However, one of the primary goals of the mediation-arbitration system in Wisconsin is to eliminate strikes. In the two years since enactment, Wisconsin has had three municipal employee strikes. One lasted only two hours, the time in between mediation sessions. Another strike by a group of six custodians lasted one day. The third strike involves a sewage commission in Milwaukee and has been going for about a month. It is apparent that the new law has met this goal. Strikes have been sharply reduced.

Junior High students?

None (0 Minutes)............................2.9%
1-29 Minutes................................0.2%
30 Minutes (One-Half Hour)..................4.3%
31-59 Minutes...............................4.2%
60 Minutes (One Hour)......................36.4%
61-119 Minutes.............................18.7%
120 Minutes (Two Hours)....................26.4%
Over 120 Minutes............................6.8%

MEAN = 86.330 SAMPLE SIZE = 1417
MEDIAN = 87.905 STANDARD DEVIATION = 42.279
SKEWNESS = 1.060 KURTOSIS = 3.256

High School students?

None (0 Minutes)............................3.1%
1-29 Minutes................................0.1%
30 Minutes (One-Half Hour)..................1.5%
31-59 Minutes...............................1.1%
60 Minutes (One Hour)......................21.4%
61-119 Minutes.............................15.8%
120 Minutes (Two Hours)....................34.9%
Over 120 Minutes...........................22.1%

MEAN = 113.940 SAMPLE SIZE = 1409
MEDIAN = 119.406 STANDARD DEVIATION = 59.350
SKEWNESS = 1.398 KURTOSIS = 5.379

36. The Anchorage School Board conducts collective bargaining sessions with the local teachers' association (THE ANCHORAGE EDUCATION ASSOCIATION). These sessions should allow the Board and Teachers' Association to each mutual agreement on issues such as teachers' wages and working conditions. In the event an agreement cannot be reached between the Teachers' Association and the School Board, would you favor or oppose a plan that would require the dispute to be settled by the decision of an arbitrator or a panel acceptable to both the Teachers' Association and the School Board?

FAVOR......................................89.9%
OPPOSE......................................6.6%
DON'T KNOW..................................3.5%
(n = 1596)

37. Should teachers have the right to strike?

YES..49.1%
NO...45.6%
DON'T KNOW..................................5.2%
(n = 1589)

an nea
publication
for
support
of
state and local
association
negotiators

Collective Bargaining Quarterly

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STATE BARGAINING LAWS FOR EDUCATIONAL EMPLOYEES: K-12, HIGHER EDUCATION, AND K-G SUPPORT PERSONNEL

- Statutes, case law, Attorney's General Opinions plus other significant statutes and cases are brought together for a birds-eye view of the bargaining climate within and between states.

- From a national perspective, education employees acquired improved bargaining rights—three new laws, a plethora of changes enhancing statutes, scores of favorable judicial decisions.

- An examination of the statutes and their content, however, reveals a patchwork system providing uneven and unequal coverage among educational employees within a state and diverse treatment of education employees from one state to another. This underscores why the NEA is continuing to s^ek federally guaranteed collective bargaining rights.

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STATE BARGAINING LAWS FOR EDUCATIONAL EMPLOYEES: K-12, HIGHER ED, AND K-G SUPPORT PERSONNEL

INTRODUCTION

Have you ever been overwhelmed by the legal aspects of certain collective bargaining issues? This issue of the *Collective Bargaining Quarterly* was prepared to help you see that you are usually not alone whatever the problem may be. For this issue, we compiled and examined the bargaining statutes in each state (some states have four), selected certain provisions for attention, provided annotations about their significance, and asked an appropriate person in each of our state affiliates to review this work for accuracy of content before publishing these profiles.

Several issues have been chosen for special treatment, including:

- Union security issues such as exclusive recognition, and whether dues check-off or agency shop is permitted
- Impasse procedures covering mediation, fact finding, and arbitration
- Duty to bargain
- Right to strike

The bargaining laws in each state are summarized in a standard format. After you have looked at the format for your state you should be able to turn to the profile of another state and see at a glance how it differs or mirrors your state's statute. These profiles, however, cannot replace the state statutes for completeness or for precise expression of content. It can however help the user get to the statutory language expeditiously.

The *Collective Bargaining Quarterly* of December 1981 contained a similar compilation of state bargaining statutes. Those who remember that issue will note several changes. Special effort has been made to include K-12 education support personnel and faculty and support personnel in higher education. Thus, this volume is a more comprehensive set of profiles than NEA has provided heretofore.

As a matter of historical interest, it should be noted that in 1983 Ohio and Illinois enacted new collective bargaining statutes and that Delaware enacted a wholesale revision of its statute. In addition, many states have changed the scope of bargaining since 1981, either broadening or narrowing the issues subject to the process.

Joe Falzon deserves the credit for initially compiling these state collective bargaining profiles. Percy Walcott assisted him with the technical aspects of the task, while Asif Zaheer provided the indispensable clerical support.

The cooperation obtained from the persons in our state affiliates who took the time to help us understand and present the profile of each state is greatly appreciated. The Research Services Division bears responsibility, however, for the contents of this issue and hopes that it proves useful to all who read it.

STATUTORY OVERVIEW BY STATE
K-12 TEACHER BARGAINING

BARGAINING RIGHTS

Duty to Bargain:
AK, CA, CT, DE, DC, FL, HI, ID, IL, IN, IA, KS, ME, MD, MA, MI, MN, MT, NB, NV, NH, NJ, NY, ND, OH, OK, OR, PA, RI, SD, TN, VT, WA, WI

Meet and Confer:
AL

No Statute:
AZ, AR, CO, GA, KY, LA, MS, MO, NM, SC, UT, WV, WY

Prohibited:
NC, TX, VA

ADMINISTRATING AGENCY
CA, CT, DE, DC, FL, HI, ID, IL, IN, IA, KS, ME, MA, MI, MN, MT, NB, NV, NH, NJ, NY, OH, OR, PA, RI, SD, WA, WI

UNIT DETERMINATION

Criteria Listed:
CA, DE, DC, FL, IL, IN, IA, KS, ME, MA, MI, MN, MT, NB, NV, NH, NJ, NY, ND, OH, OR, PA, SD, WA, WI

Statute Specifies:
AK, CT, HI, MD, RI, TN, VT

RECOGNITION

ElectIAn:
DE, HI, IA, NH, TN

Voluntary/Election:
AK, CA, CT, DC, FL, ID, IL, IN, KS, ME, MD, MA, MI, MN, MT, NB, NV, NJ, NY, ND, OH, OK, OR, PA, RI, SD, VT, WA, WI

MANAGEMENT RIGHTS

Listed:
AL, CA, DE, DC, FL, HI, ID, IL, IN, IA, MN, MT, NV, NH, OH, PA, TN

UNION SECURITY

Dues Deduction:
AL, CA, CT, DE, DC, FL, HI, IL, IN, IA, KS, MD, MA, MI, MN, MT, NV, NJ, NY, ND, OH, OR, PA, RI, TN, WA, WI

Agency Shop:
(Mandatory) CT, HI, NY, RI
(Permitted) CA, DC, IL, MA, MI, MN, MT, NJ, OH, OR, WA, WI
(Prohibited) ME

Union Shop:
(Permitted) OR
(Prohibited) WA

IMPASSE PROCEDURES

Mediation:
AK, CA, CT, DE, DC, FL, HI, ID, IL, IN, IA, KS, ME, MA, MI, MN, MT, NB, NV, NH, NJ, NY, ND, OH, OR, PA, RI, SD, TN, VT, WA, WI

Factfinding:
CA, DE, DC, FL, HI, ID, IL, IN, IA, KS, ME, MD, MA, MI, MT, NB, NV, NH, NJ, NY, ND, OH, OK, OR, PA, TN, VT, WA, WI

Interest Arbitration:
(Mandatory, conventional) DC, HI, MA, MN, NB, NY, RI
(Voluntary, conventional) IL, ME, MT, NH, NV, NJ, OH, OR, PA
(Mandatory, final offer, package) WI
(Mandatory, final offer, issue) CT, IA
(Advisory only) AK

Award Criteria:
DE, DC, FL, CA, IN, IA, NV, WI

STRIKE POLICY

Limited Rights:
HI, IL, MN, OH, OR, PA, WI

Penalties:
FL, IN, IA, MD, MA, MN, NB, NV, NH, NY, ND, OK, SD, TN

STATUTORY OVERVIEW BY STATE
HIGHER EDUCATION BARGAINING

BARGAINING RIGHTS

Duty to Bargain:
AK, CT, DE, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NB, NH, NJ, NY, OH, OR, PA, RI, SD, VT

Meet and Confer:
CA, WA

No Statute:
AL, AZ, AR, CO, GA, IL, IN, KY, LA, MD, MS, MO, NV, NM, ND, OK, SC, TN, UT, WV, WI, WY

Prohibited:
NC, TX, VA

ADMINISTRATING AGENCY
AK, CA, CT, DE, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NB, NH, NJ, NY, OH, OR, PA, RI, SD, VT, WA

UNIT DETERMINATION

Criteria Listed:
AK, CA, CT, DE, DC, FL, IL, IA, KS, ME, MA, MI, MN, MT, NB, NH, NJ, NY, OH, OR, PA, SD, VT

Statute Specifies:
HI, ME, RI

RECOGNITION

ElectIAn:
DE, HI, IA, NH, VT, WA

Voluntary/Election:
AK, CA, CT, DC, FL, IL, KS, ME, MA, MI, MN, MT, NB, NJ, NY, OH, OR, PA, RI, SD

MANAGEMENT RIGHTS

Listed:
AK, CA, DC, FL, HI, IL, IA, KS, MN, MT, NH, OH, PA, VT

UNION SECURITY

Dues Deduction:
AK, CA, CT, DE, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NJ, NY, OH, OR, PA, RI

Agency Shop:
(Mandatory) CT, HI, NY, RI
(Permitted) AK, DC, IL, ME, MA, MI, MN, MT, NJ, OH, OR
(Prohibited) VT

Union Shop:
(Permitted) AK, OR
(Prohibited) ME, VT

IMPASSE PROCEDURES

Mediation:
AK, CA, CT, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NB, NH, NJ, NY, OH, OR, PA, SD, VT, WA

Factfinding:
CA, CT, DC, FL, HI, IL, IA, KS, ME, MA, MI, MT, NB, NH, NJ, NY, OH, OR, PA, RI, VT, WA

Interest Arbitration:
(Mandatory, conventional) AK, DC, HI, MA, MN, NB, NY, RI
(Voluntary, conventional) IL, ME, MT, NH, OH, OR, PA
(Mandatory, final offer, package)
(Mandatory, final offer, issue) IA
(Advisory only) DE

Award Criteria:
DC, FL, IA, ME, RI, VT

STRIKE POLICY

Limited Rights:
AK, HI, IL, MN, OH, OR, PA

Penalties:
AK, FL, IA, MN, NB, NH, NY, PA, SD

STATUTORY OVERVIEW BY STATE
EDUCATION SUPPORT PERSONNEL BARGAINING

BARGAINING RIGHTS

Duty to Bargain:
CA, CT, DE, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NB, NV, NH, NJ, NY, OH, OK, OR, PA, RI, SD, VT, WA, WI

Meet and Confer: MD, MO

No Statute:
AL, AK, AZ, AR, CO, GA, ID, IN, KY, LA, MS, NM, ND, SC, TN, UT, WV, WY

Prohibited:
NC, TX, VA

ADMINISTRATING AGENCY

CA, CT, DC, DE, FL, HI, IL, IA, KS, ME, MA, MI, MN, MO, MT, NB, NV, NH, NJ, NY, OH, OR, PA, RI, SD, VT, WA, WI

UNIT DETERMINATION

Criteria Listed:
CA, CT, DE, FL, IL, IA, ME, MA, MD, MI, MN, MO, MT, NB, NV, NH, NJ, NY, OH, OR, PA, SD, VT, WA, WI

Statute Specifies:
HI, ND, OK

RECOGNITION

Election:
DE, HI, IA, NH, RI

Voluntary/Election:
CA, CT, DC, FL, IL, KS, ME, MD, MA, MI, MN, MO, MT, NB, NV, NJ, NY, OH, OK, OR, PA, SD, VT, WA, WI

MANAGEMENT RIGHTS

Listed:
CA, DC, FL, HI, IL, IA, KS, MN, MT, NV, NH, OH, PA, VT

UNION SECURITY

Dues Deduction:
CA, CT, DE, DC, FL, HI, IL, IA, KS, MD, MA, MI, MN, MT, NV, NJ, NY, OH, OR, PA, VT, WA, WI

Agency Shop:
(Mandatory) HI, NY
(Permitted) CA, DC, IL, MA, MI, MN, MT, NJ, OH, OR, VT, WA, WI
(Prohibited) ME

Union Shop:
(Permitted) OR
(Prohibited) WA

IMPASSE PROCEDURES

Mediation:
CA, CT, DC, FL, HI, IL, IA, KS, ME, MA, MI, MN, MT, NB, NV, NH, NJ, NY, OH, OR, PA, SD, VT, WI

Factfinding:
CA, CT, DC, FL, HI, IL, IA, KS, ME, MA, MI, MT, NB, NV, NH, NJ, NY, OH, OK, OR, PA, RI, VT, WI

Interest Arbitration:
(Mandatory, conventional) HI, MA, MN, NB, NY, RI
(Voluntary, conventional) IL, ME, MT, NV, NH, OH, OR, PA, VT
(Mandatory, final offer, package) WI
(Mandatory, final offer, issue) CT, IA
(Advisory only) DE

Award Criteria:
CA, CT, DC, FL, IA, NV, RI, VT, WA, WI

STRIKE POLICY

Limited Rights:
HI, IL, MN, OH, OR, PA, VT, WI

Penalties:
FL, IA, MD, MA, MN, NB, NV, NH, NY, OK, PA, SD, WA, WI

ALABAMA
(K-12, CC: M/C)

Statute:
Code of Alabama, Title 16, Sections 8-10, 11-18, 22-6, as enacted by Acts 1023, 1022, 655, Ls. 1973

Coverage:
Certified employees in any school district, county or city

Exclusions:
No Specific Provision

Administrating Agency:
County or City Board of Education

Unit Determination:
No Specific Provision

Unit Determination Criteria:
No Specific Provision

Recognition:
No Specific Provision

Bargaining Rights:
Consultation

Scope of Bargaining:
Rules and regulations about the operation and management of schools, tax sheltered annuities, membership dues deduction, and group insurance premiums

Management Rights:
Board of education shall determine policy and prescribe rules and regulations for the operation and management of the schools

Employee Rights:
No Specific Provision

Grievance Procedure:
No Specific Provision

Union Security:
Dues deduction mandatory

Unfair Labor Practices:
No Specific Provision

Impasse Procedure:
No Specific Provision

Strike Policy:
No Specific Provision

CASE LAW:
BARGAINING RIGHTS
- Cities cannot make binding contracts or be forced into negotiations. *Nichols v. Bolding*, 83 LRRM 2561 (1973)
- Public employers cannot bargain with unions without express constitutional or statutory authority. *International Union of Operating Engineers, Local 321 v. Water Works Board of the City of Birmingham*, 276 Ala. 462, 163 So. 2d 619 (1964)

STRIKES
- Public employee strikes are illegal. *O.A.G.*, 6/18/57
- Striking public employees may be discharged. *United Steel Workers of America, et al v. Univ. of Alabama*, 599 F 2d 56 (5th Cir. 1979)

NOTES:
- Alabama has a right to work law. *Code of Alabama*, Title 25, Section 7-34 (1975)
- Alabama has a firefighters bargaining statute. *Code of Alabama*, Title 11, Section 43-143 (1975)

ALASKA
(K-12: M)

Statute:
Alaska Statutes, Section 14.20.0550 to 14.20.610, Chapter 20, Title 14, as enacted by Ch. 18, L. 1970; as amended by Chs. 43, 71, Ls. 1971; as last amended by Chs. 124, 201, Ls. 1975

Coverage:
Certified employees of cities, boroughs or state-owned schools

Exclusions:
Superintendent of schools

Administrating Agency:
Local school boards

Unit Determination:
No Specific Provision

Unit Determination Criteria:
- All K-12 certified personnel
- Principals and assistant principals may negotiate independently if they so choose

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
- Duty to bargain
- Agreement reduced to writing

Scope of Bargaining:
Matters pertaining to employment and fulfillment of professional duties

Management Rights:
Legal rights of school boards

Employee Rights:
No Specific Provision

Grievance Procedure:
- Grievance procedure mandatory culminating in final and binding arbitration
- Procedure must include method for selection of arbitrator

Union Security:
No Specific Provision

Unfair Labor Practices:
No Specific Provision

Impasse Procedure:
MEDIATION
- Parties may select a mediator or parties may petition FMCS to provide a mediator
- Each party shall select a team of not more than five persons to present evidence and position of the group to the mediator
- Terms agreed to shall be reduced to writing and made public
- Each party has ten days to accept or reject the report

ARBITRATION
If the report is rejected, governor may appoint an arbitrator who upon reviewing the issues will make advisory recommendations

Strike Policy:
No Specific Provision

NOTES:
- Negotiations may be held in executive session by mutual agreement
- Final agreement must be made public
- Contract duration may not exceed three years

ALASKA
(HE: M)

Statute:
Alaska Statutes, Section 23.40.00 to 23.40.260, Title 23, as enacted by Ch. 113, L. 1972; as amended by Ch. 85, L. 1976; Ch. 62, L. 1977; as last amended by Ch. 148, L. 1975

Coverage:
State and local employees unless local legislature rejects application of the Act by local ordinance or resolution

Exclusions:
Teachers and noncertified employees of a school district; elected or appointed officials

Administrating Agency:
- Alaska Labor Relations Agency (ALRA)
- Department of Labor, Personnel Board (DOL-PB)

Unit Determination:
ALRA or DOL-PB

Unit Determination Criteria:
- Community of interest
- Wages, hours and working conditions
- History of collective bargaining
- Desire of employees
- Avoid over fragmentation

Recognition:
Exclusive, voluntary or election

Bargaining Rights:
- Duty to bargain
- Agreement reduced to writing
- Duration not to exceed three years

Scope of bargaining:
Wages, hours, other terms and conditions of employment

Management Rights:
- Merit system
- General policies describing functions and purpose of employer

Employee Rights:
- To organize, form, join or assist a union
- Engage in concerted activities and bargain collectively

Grievance Procedure:
Grievance procedure culminating in binding arbitration is mandatory

Union Security:
- Dues deduction mandatory

• Union or agency shop permitted
• Contribution to a mutually agreeable non-religious organization permitted for bona fide religious objection

Unfair Labor Practices:
UNION
• Restrain or coerce employees or employer's representative
• Refusal to bargain in good faith

MANAGEMENT
• Interfere with, restrain or coerce employees
• Dominate unions
• Discriminate on account of union membership or testimony
• Refusal to bargain in good faith

Impasse Procedure:
MEDIATION
Mediation at request of either party or at initiative of administrating agency

ARBITRATION
• Arbitration is mandatory for police, fire, jai', prison, correctional and hospital personnel, or if a strike is enjoined
• Arbitration is voluntary non-essential employees (including teachers) after mediation

Strike Policy:
• Strike is prohibited for police, fire, jail, prison, correction and hospital employees
• All other public employees may strike unless strike is a threat to public health, safety and welfare
• Strike may be enjoined at any time

ARIZONA

Arizona does not have a collective bargaining statute for public employees

CASE LAW:
UNION SECURITY
Dues checkoff may be granted in teacher contracts. *Edwards v. Alahambra Elementary School*, 488 P. 2d 501 [1971]

BARGAINING RIGHTS
• School boards may enter into collective bargaining with teacher organizations when it means meeting and consulting only, but the decision to bargain is at the discretion of the board. *Board of Education v. Scottsdale Education Ass'n*, 17 Ariz. 504, 498 P. 2d 578 [1972]
• State board of regents has no duty to bargain since statute only authorizes the board to administer employment, not to recognize or bargain with a union. *CWA v. Arizona Board of Regents*, 4 P. 2d 472 [1972]
• Before a contract becomes effective, it must be implemented by a city ordinance. *Tucson Police and Fire Fighters Ass'n v. City of Tucson*, 574 P. 2d 850 [1977]
• Exclusive representation prohibited for public employees; public employers may meet and confer with employees on wages, terms of employment, and working conditions but cannot be compelled to do so; merit system takes precedence over other agreements. *O.A.G.*, 74-11 [R-24], 5/20/74

STRIKES
Teachers union was preliminarily enjoined from striking or picketing when immediate and irreparable loss would have been suffered by the district. *Kitchell v. Scottsdale Education Ass'n*, Ariz. Super. Ct. No. C 246789, 2 PBC (CCH) para. 20,137 [1971]

NOTES:
• Arizona has a right-to-work law which applies to the state and its agencies. [Arizona Constitution, Article XXV]
• City of Phoenix has a comprehensive ordinance providing for collective bargaining for its public employees. The ordinance prohibits strikes; provides for automatic termination of striking employees; rehired striking employees receive a 5% salary reduction and may not receive a raise for 18 months; and prohibits binding arbitration

ARKANSAS

Arkansas does not have a collective bargaining statute for public employees

CASE LAW:
BARGAINING

• Public employers are not required to bargain. *City of Fort Smith v. Arkansas State Council No. 38, AFSCME*, 433 S.W. 2d 153 [1968]

• Public employers may bargain. *O.A.G.*, 9/25/68

• Negotiating sessions between school boards and teacher organization may be held in closed meetings. *O.A.G.*, #79-169, 12/13/79

UNION MEMBERSHIP
Public employees have the right to join unions. *O.A.G.*, 9/25/68

STRIKES
Strikes by public employees are illegal. *Potts v. Hay*, 318 S.W. 2d 826 [1958]

NOTES:

• Arkansas has a right-to-work statute that applies to public employees

• Discrimination on account of union membership is prohibited

CALIFORNIA
(HE, ESP: M/C)

Statute:
California Code, Division 4 of Title I, Section 3512 to 3524, as enacted by Ch. 1159, L. 1977; as amended by Chs. 371, 776, Ls. 1978; Chs. 98, 1072, Ls. 1979; Ch. 1008, L. 1979; Ch. 230, L. 1981; Chs. 1081, 1270, 1572, Ls. 1982; as last amended by Ch. 323, L. 1983

Coverage:
All support staff employees of the state (in the state university and college system) and teaching staff of schools under the jurisdiction of the Department of Education or the Superintendent of Public Instruction

Exclusions:

• Managerial and confidential employees

• Employees of the Department of Personnel Administration; Legislative Counsel Bureau; PERB; State Personnel Board; and State Conciliation Service

Administrating Agency:
Public Employment Relations Board (PERB)

Unit Determination:
PERB

Unit Determination Criteria:

• Community of interest among employees

• Perform functionally related services or work toward a common goal

• History of employee representation

• Common skills, job duties, working conditions or similar educational or training requirements

• Effect of the proposed unit on the meet and confer relationship

• Efficient operation of the agency

• Effect of overfragmentation

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:

• Meet and confer

• Agreement may be reduced to writing

Scope of Bargaining:
Wages, hours and other terms and conditions of employment

Management Rights:
No Specific Provision

Employee Rights:
To form, join, or participate in unions or refrain from so doing

Grievance Procedure:
Grievance procedure is negotiable

Union Security:

• Dues deduction is mandatory

• Fair share and/or maintenance of membership is negotiable

Unfair Labor Practices:
UNION

• Cause or attempt to cause an employer to commit an unfair labor practice

• Interfere with, restrain, coerce or discriminate against an employee for exercise of rights guaranteed under this Act

• Refuse to engage in the meet and confer process

• Refuse to participate in the mediation process

MANAGEMENT
- Interfere with, restrain, coerce or discriminate against an employee in the exercise of rights guaranteed by this Act
- Deny to an employee organization rights guaranteed by this Act
- Refuse to engage in the meet and confer process
- Dominate or interfere with the formation or administration of an employee organization
- Encourage employees to join a particular employee organization
- Refuse to participate in the mediation process

Impasse Procedure:
MEDIATION
- At request of either party
- Mediator must be mutually selected
- Costs of mediation shared equally

Strike Policy:
No Specific Provision

CALIFORNIA
(K-12, ESP, CC: M)

Statute:
California Code Annotated, Section 3540 to 3549.3, Chapter 10.7, Division 4 of Title 1, as enacted by Ch. 961, L. 1975; as amended by SB 1471, L. 1976; Chs. 185, 606, 632, 1084, 1159, 1072, Ls. 1979; Chs. 666, 816, 949, 1088, Ls. 1980; Ch. 160, L. 1981; Ch. 100, L. 1982; as last amended by Ch. 498, L. 1983

Coverage:
All certified public school and community college employees; support personnel; and supervisory employees who must be in a separate bargaining unit

Exclusions:
Elected, appointed, managerial and confidential employees

Administrating Agency:
Public Employment Relations Board (PERB)

Unit Determination:
PERB

Unit Determination Criteria:
- Community of interest
- Established practices including extent to which employees belong to the employee organization
- Effect of size of unit on efficient operation of the district
- Separate units of all classroom teachers, support personnel and supervisory personnel
- Substitute and summer school teachers may be included in teachers unit

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
- Duty to bargain in good faith
- Agreement reduced to writing
- Duration not to exceed three years

Scope of Bargaining:
- The scope of bargaining shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' mean health and welfare benefits, leaves, transfer and reassignment policies, safety conditions of employment, class size, evaluations, organizational security and grievance procedures
- Also within the scope of bargaining are: discipline and suspension procedures, teacher layoffs, and merit pay schedules. Failure to reach mutual agreement on these topics requires the parties to utilize provisions contained within the education code
- Consultation only on policies relating to: definition of educational objective; curriculum and course content; and textbook selection

Management Rights:
All matters not specifically enumerated as within the scope of bargaining are reserved to the public employer, except nothing shall restrict the public employer from consulting with an employee organization

Employee Rights:
- To form, join and participate in unions
- To refrain from joining unions
- To present grievances

Grievance Procedure:
- Grievance procedure culminating in final and binding arbitration is negotiable
- If no provision for arbitration, parties may submit dispute to PERB for final and binding resolution

Union Security:
- Dues deduction mandatory
- Agency shop and/or maintenance of membership permitted

Unfair Labor Practices:
UNION
- Attempt to cause employer to commit an unfair labor practice
- Threaten, discriminate, interfere with, restrain or coerce employees
- Refuse to meet or negotiate in good faith
- Refuse to participate in impasse resolution procedure

MANAGEMENT
- Deny guaranteed union rights under this Act
- Threaten, discriminate against, interfere with, restrain or coerce employees
- Refuse to meet or negotiate in good faith
- Refuse to participate in impasse resolution procedure
- Dominate or interfere with administration of union or contribute financially to support of a union

Impasse Procedure:
MEDIATION
- Parties may petition PERB for mediator at Board expense
- Parties may select a mediator at own expense

FACTFINDING
- After mediation, a tripartite factfinding panel may be requested
- Panel must issue a report within 30 days, report public after 10 days
- Cost shared by parties

FACTFINDING AWARD CRITERIA
- Any applicable Federal/State laws
- Stipulations of the parties
- Ability to pay
- Welfare and interest of the public
- Comparisons with employees in "comparable" districts performing similar work
- Cost of living
- Present compensation
- Other relevant factors

Strike Policy:
No Specific Provision

CASE LAW:
STRIKES
Strikes by public school employees are prohibited in the absence of legislative authority. *Pasadena Unified School District v. Pasadena Federation of Teachers, AFT Local 1050*, Ct. App. 2nd Dist., Div. 3, No. 49576, (1978)

NOTES:
Initial bargaining proposals must be presented at a public meeting and ten days time allowed prior to first session for public consideration and input on issues. New proposals must be made public within 24 hours of issuance

CALIFORNIA
(HE: M/C)

Statute:
California Code Annotated, Section 3560 to 3599, Chapter 12, Division 4 of Title 1, as enacted by Chs. 744, 1219, Ls. 1978; as amended by Ch. 230, L. 1981; by Chs. 1095, 1276, Ls. 1982; as last amended by Chs. 135, 143, Ls. 1983

Coverage:
- Higher education faculty at the University of California, Hastings College of Law and California State university system
- Non-teaching professional and support staff
- Students whose employment is not related to their course of study

Exclusions:
Managerial and confidential employees

Administrating Agency:
Public Employment Relations Board (PERB)

Unit Determination:
PERB

Unit Determination Criteria:
- Community of interest
- Internal and occupational factors
- The effect the unit will have on the meet and confer relationship
- Effect of the unit on operations of the employer
- Avoidance of over-fragmentation and proliferation of units

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
- Meet and confer
- Written memorandum to legislature for any items requiring funding

Scope of Bargaining:
Wages, hours of employment and other terms and conditions of employment

Management Rights:
- Fees which are not a condition of employment

- Admission and degree requirements of students
- Determine content and supervision of courses and research programs
- Appointment, tenure and promotion of members of the academic senate
- Grievance procedure for senate
- Merits, necessity or organization of service, activity or program established by statute

Employee Rights:
- To form, join and participate in unions
- Present grievances
- Refrain from union participation

Grievance Procedure:
Grievance procedure culminating in final and binding arbitration is negotiable

Union Security:
Dues deduction mandatory

Unfair Labor Practices:
UNION
- Interfere with, restrain or coerce employees
- Refuse to meet and confer or participate in impasse procedure
- Fail to represent all employees fairly
- Cause employer to commit a ULP
- Cause employer to pay for services not rendered
- Charge excessive service fee

MANAGEMENT
- Interfere with, restrain or coerce employees
- Deny employees statutory rights
- Refuse to meet and confer or participate in impasse procedure or support a union in any way
- Dominate or interfere with administration of a union or to contribute financially to a union

Impasse Procedure:
MEDIATION
- Parties may petition PERB for mediator at PERB expense
- Parties may select a mediator at own expense

FACTFINDING
- Commences by declaration of mediator
- Tripartite panel may be convened after 15 days of mediation
- Report issued within 30 days, made public after 10 days
- Cost shared equally by parties

Strike Policy:
No Specific Provision

CASE LAW:
STRIKES
Strikes by public employees are prohibited in absence of a statute permitting strikes. *San Diego v. AFSCME Local 127*, 87 Cal. Rptr., 258 (Ca.) 3d 308 [1970]

NOTES:
Initial bargaining proposal must be made at a public meeting

COLORADO

Colorado does not have a collective bargaining statute for public employees

CASE LAW:
RIGHT TO BARGAIN
- School boards may enter into bargaining agreements without specific legislative authority if the agreement does not conflict with existing law. *Littleton Educ. Ass'n v. Arapahoe County School District #6 et al.*, 553 P. 2d 793 [1976]
- Public employers cannot be forced to arbitrate disputes over contract terms as the decision making authority rests with the elected representatives not arbitrators. *Greeley Police Union v. City Council of Greeley*, 553 P. 2d 790 [1976]

NOTE:
State employees may file grievances under a statute establishing a grievance procedure. *Colorado Revised Statutes*, Section 24.50:101 (1973)

CONNECTICUT
(State Employees)
(HE, CC: M)

Statute:
Connecticut General Statutes, Title 5, Section 5-270 to 5-280, as enacted by PA 566, L. 1975; as amended by PA 435, L. 1976; PAs 22, 614, Ls. 1977; PA 111, L. 1978; PA 621, L. 1979, PA 483, L. 1980; PAs 218, 454, Ls. 1982; as last amended by PA 318, L. 1983

Coverage:
All employees of the state, including community college and higher education faculty, nonteaching professionals and support staff

Exclusions:
Elected or appointed, board and commission members, part-time and confidential employees

Administrating Agency:
State Board of Labor Relations (SBLR)

Unit Determination:
SBLR

Unit Determination Criteria:
- Community of interest
- Effects of overfragmentation
- Separate units of professionals and nonprofessionals unless a majority of professionals vote for inclusion
- State-wide bargaining units where possible
- Separate units for public institutions of higher education including state technical colleges and vocational schools. Non-teaching professionals may be included in a faculty unit if both groups vote for inclusion

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
Duty to bargain and reduce any agreement to writing

Scope of Bargaining:
Wages, hours and other conditions of employment

Management Rights:
- Establish, conduct and grade merit examinations
- Create merit lists, and rank and appoint candidates from merit list

Employee Rights:
- To organize, join, form or assist unions
- Engage in concerted activity
- Bargain collectively
- Present grievances

Grievance Procedure:
- No Specific Provision
- Parties may request State Board of Mediation and Arbitration to resolve disputes over interpretation and application of agreement
- Parties may choose alternative tribunal

Union Security:
- Dues deduction mandatory
- Agency fee mandatory as a condition of continued employment

Unfair Labor Practices:
UNION
- Restrain or coerce employees in the exercise of their statutory rights
- Restrain or coerce employer's selection of a representative for the purpose of bargaining or grievance adjustment
- Refuse to bargain in good faith
- Violate SBLR rules regarding conduct of representation elections
- Refuse to reduce agreement to writing and sign such agreement

MANAGEMENT
- Interfere with, restrain or coerce employees in the exercise of their statutory rights, including lockout
- Dominate unions
- Discriminate on account of union membership or testimony
- Refuse to bargain in good faith
- Refuse to reduce to writing or sign agreement
- Violate SBLR rules regarding conduct of representation elections

Impasse Procedure:
MEDIATION
At request of either party, State Board of Mediation and Arbitration (SBMA) may provide a mediator

FACTFINDING
- At request of either party, or SBMA may initiate if a dispute exists or if either party is not bargaining in good faith
- Single factfinder
- Report issued in 30 days
- Cost are shared equally
- If ULP is charged and proven, offender pays all cost

Strike Policy:
Prohibited

NOTES:
SBLR may impose penalties on union or employer if the Board determines that a prohibited practice has been committed requiring affirmative action

CONNECTICUT
(ESP: M)

Statute:
Connecticut General Statutes, Title 7, Section 7-467 to 7-478, as enacted by PA 159, L. 1965; as amended by PAs 214, 491, 708, Ls. 1967; PA 174, L.1969; PA 532, L. 1971; PAs 35, 81, 173, 189, 570, Ls. 1975; PA 117, L. 1977; PA 375, L. 1978; PA 313, L. 1979; PA 29, L. 1981; PA 37, 212, Ls. 1982; as last amended by PAs 86, 503, L. 1983

Coverage:
Municipal employees including school district support personnel

Exclusions:
Elected officials, administrators, board and commission members, certified teachers, part-time and seasonal employees and department heads

Administrating Agency:
- State Board of Labor Relations (SBLR)
- State Board of Mediation and Arbitration (SBMA)

Unit Determination:
SBLR

Unit Determination Criteria:
- Community of interest
- No unit shall include both supervisory and nonsupervisory employees except police and fire units
- Professionals must vote for inclusion in a nonprofessional unit
- Single unit of uniformed and investigatory personnel of fire and police departments

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
Duty to bargain and reduce an agreement to writing

Scope of Bargaining:
Wages, hours, other conditions of employment

Management Rights:
Merit system, conduct and grading of exams, rating of candidates, lists and appointments

Employee Rights:
- To organize, form, join or assist unions
- Bargain collectively
- Engage in other concerted activities
- Present grievances

Grievance Procedure:
- SBMA may provide arbitrator at request of both parties
- Use of other arbitration tribunals allowed

Union Security:
Dues deduction is negotiable

Unfair Labor Practices:
UNION
- Restrain or coerce employees in the exercise of their statutory rights
- Restrain or coerce employers in the exercise of their rights to select a bargaining representative or in the adjustment of grievances
- Refuse to comply with a grievance award
- Refuse to bargain in good faith

MANAGEMENT
- Interfere with, restrain or coerce employees in the exercise of their statutory rights
- Dominate unions
- Discriminate or discharge employees for exercising statutory rights
- Refuse to bargain in good faith
- Refuse to discuss grievances
- Refuse to comply with a grievance arbitration award

Impasse Procedure:
MEDIATION
At request of either party or SBMA appoints after 50 days from start of negotiations

FACTFINDING
- If impasse continues SBMA appoints a factfinder who issues a report within 30 days of appointment
- The factfinder and employee organization shall appear within 40 days before the legislative body to discuss the report
- If after 20 days from last meeting with factfinder either party does not accept or reject the report, it becomes final and binding
- Factfinder may mediate dispute
- Costs shared equally

ARBITRATION
- If impasse exists SBMA will initiate arbitration
- Tripartite panel
- The decision of the arbitrator is final and binding
- Costs shared equally
- Final offer, issue by issue basis

ARBITRATION AWARD CRITERIA
- Working conditions prevailing in the labor market
- Ability to pay
- Interest and welfare of employees

Strike Policy:
Prohibited

NOTES:

• SBLR may impose penalties on union or employer if the Board determines that a prohibited practice has been committed which may require a remedy, or more affirmative action than a cease and desist order

• Contract must be submitted to legislative body 14 days after agreement is reached

• Contract must be approved by appropriate legislative body; if rejected, it is returned to the parties for further bargaining. Funding must be provided after approval. Federal approval must be obtained when indicated

• Terms of the agreement prevail over town charters, special act, ordinances, rules, regulations, statutes

CONNECTICUT
(K-12: M)

Statute:
Connecticut General Statutes, Section 10-153a to 10-153, L. 1958; as amended by PA 752, L. 1967; PA 811, L. 1969; PA 385, L. 1973; PA 403, L. 1976; PAs 235, 614, Ls. 1977; PAs 84, 218, 280, 303, Ls. 1978; PAs 405, 422, 504, Ls. 1979; PAs 192, 483, Ls. 1980; PAs 225, 472, Ls. 1982; as last amended by PAs 29, 72, 308, 342, 359, Ls. 1983

Coverage:
Teachers and other certified professional employees

Exclusions:
Superintendent and assistant superintendent; certified professional employees who act for the board or are responsible to the board for personnel relations/negotiations/budget; temporary substitutes and all non-certified employees

Administrating Agency:
- State Board of Labor Relations (SBLR)
- State Commissioner of Education

Unit Determination:
- Local board of education
- State Commissioner of Education

Unit Determination Criteria:
- Employer wide units of teachers and administrators
- Percentage of time spent on assigned duties
- Certification

Recognition:
Exclusive, voluntary or by election

Bargaining Rights:
- Duty to bargain
- Agreement must be reduced to writing

Scope of Bargaining:
Salaries and other conditions of employment about which either party wishes to negotiate

Management Rights:
No Specific Provision

Employee Rights:
To form, join or assist or refuse to form, join or assist any organization for professional or economic improvement

Grievance Procedure:
- Must be bargained
- No specific provision for final and binding arbitration

Union Security:
- Dues deduction mandatory
- Service fee equal to dues as condition of employment

Unfair Labor Practices:
UNION

• Interfere with, restrain or coerce employees in exercise of rights under this statute or employer in the selection of its agents

• Discriminate for or against an employee for filing a complaint under this Act

• Refuse to negotiate in good faith

• Refuse to participate in mediation or arbitration

• Solicit or advocate student support for union activities

MANAGEMENT

• Interfere with, restrain, or coerce certified professional employees in exercise of rights under this Act

• Dominate or interfere with formation, existence or administration of a union

• Discharge or discriminate against an employee for filing a complaint under this Act

• Refuse to negotiate in good faith

• Refuse to participate in mediation or arbitration

Impasse Procedure:
MEDIATION

• Commences 110 days prior to budget submission date

• Parties select mediator or one is assigned by Commissioner of Education

ARBITRATION

• Arbitration commences four days after conclusion of unsuccessful mediation

• Only disputed issues submitted to arbitrators for a final and binding decision