

ALASKA LEGISLATURE COMMITTEE FILES, 1989-1990 8672

6244 SENATE HEALTH, EDUCATION AND SOCIAL SERVICES

698

1 available to it to resolve the emergency, including considering chang-
2 ing the district's budget plan, using the district's fund balances,
3 cost savings from voluntary attrition, and other reasonable cost
4 saving measures.

5 (c) A teacher on layoff status does not accrue leave. Time
6 spent on layoff status does not count toward the acquisition of tenure
7 rights. However, layoff status does not constitute a break in service
8 for

- 9 (1) determining eligibility for tenure;
- 10 (2) retaining acquired tenure rights; or
- 11 (3) retaining accrued sick leave.

12 (d) Layoffs under this section shall be based on the program
13 needs of the school district as determined by

- 14 (1) the parties in a collective bargaining agreement;
- 15 (2) the school district's policy when the employees have
16 declined to negotiate layoff procedures; or
- 17 (3) district-wide seniority when a financial exigency is
18 verified and no other policy is in place.

19 (e) In this section,

20 (1) "financial exigency" means a temporary, financial
21 emergency or crisis that is of sufficient magnitude and immediacy that
22 employee layoff is the only reasonable choice available to the school
23 board to resolve the emergency;

24 (2) "layoff" means the temporary suspension of employment
25 during a period of financial exigency for the school district;

26 (3) "school district" means a municipal school district or
27 a regional educational attendance area.

28 * Sec. 5. AS 23.40.200(c) is amended to read:

29 (c) The class in (a)(2) of this section is composed of public

1 utility, snow removal, sanitation and public school and other educa-
2 tional institution employees. Employees in this class may engage in a
3 strike after mediation, subject to the voting requirement of (d) of
4 this section, for a limited time. The limit is determined by the
5 interests of the health, safety or welfare of the public. The public
6 employer or the labor relations agency may apply to the superior court
7 in the judicial district in which the strike is occurring for an order
8 enjoining the strike. A strike may not be enjoined unless it can be
9 shown that it has begun to threaten the health, safety or welfare of
10 the public. A court, in deciding whether or not to enjoin the strike,
11 shall consider the total equities in the particular class. "Total
12 equities" includes not only the impact of a strike on the public but
13 also the extent to which employee organizations and public employers
14 have met their statutory obligations. If an impasse or deadlock still
15 exists after the issuance of an injunction, the parties shall submit
16 to arbitration to be carried out under AS 23.40.205 for employees of a
17 school district and under AS 09.43.030 for other class (a)(2) employ-
18 ees.

19 * Sec. 7. AS 23.40 is amended by adding a new section to read:

20 Sec. 23.40.205. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A col-
21 lective bargaining agreement between a school board and an employee
22 bargaining organization must include a procedure to promptly select an
23 arbitrator. If the parties are unable to agree on a procedure for the
24 selection of an arbitrator, the parties shall use the services of and
25 comply with the procedures of the American Arbitration Association in
26 the selection of an arbitrator.

27 (b) If an impasse or deadlock has occurred between a school
28 board and an employee bargaining organization after a strike has been
29 enjoined, the parties shall submit to last-best-offer package

1 arbitration. In last-best-offer arbitration under this section, each
2 party shall submit a final offer on each issue in dispute. Each party
3 may submit to the arbitrator oral and written evidence in support of
4 its position, and must be given an opportunity to respond to the
5 presentation of evidence by the other party. The arbitrator may not
6 propose compromises to points in dispute. At the request of either
7 party, or on the motion of the arbitrator, the arbitrator may conduct
8 a public meeting to allow the parties to present and explain their
9 positions and final offers. A party may not revise its last best
10 offer after submission to the arbitrator.

11 (c) The arbitrator shall, without modification, adopt the total
12 package of final offers of one of the parties, and shall issue a final
13 and binding decision not more than 10 days after the parties have
14 presented their last best offers.

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

16 (e) In this section, "school board" means the school board of a
17 school district and the Board of Education for the state boarding
18 school.

19 * Sec. 8. AS 23.40.215 is amended by adding a new subsection to read:

20 (c) Notwithstanding (b) of this section, the monetary terms of
21 an agreement entered into between a school district and its employees
22 are not subject to approval by the legislature.

23 * Sec. 9. AS 23.40.250(6) is amended to read:

24 (6) "public employee" means any employee of a public em-
25 ployer, whether or not in the classified service of the public em-
26 ployer, except elected or appointed officials (OR TEACHERS OR NONCER-
27 TIFICATED EMPLOYEES OF SCHOOL DISTRICTS);

28 * Sec. 10. AS 23.40.250(7) is amended to read:

29 (7) "public employer" means the state or a political

1 subdivision of the state, including without limitation, a municipality
2 [TOWN, CITY, BOROUGH], district, school district, board of regents,
3 public and quasi-public corporation, housing authority or other au-
4 thority established by law, and a person designated by the public
5 employer to act in its interest in dealing with public employees;

6 * Sec. 11. AS 23.40.250 is amended by adding new paragraphs to read:

7 (9) "regional educational attendance area" or "attendance
8 area" means an educational service area in the unorganized borough
9 that may or may not include a military reservation, and that contains
10 one or more public schools of grade levels K - 12 or any portion of
11 those grade levels that are to be operated under the management and
12 control of a single regional school board;

13 (10) "school district" means a municipal school district or
14 a regional educational attendance area.

15 * Sec. 12. Nothing in this Act terminates or modifies a collective
16 bargaining unit, recognition of exclusive bargaining representative, or
17 collective bargaining agreement if the unit, recognition, or agreement is
18 in effect on the effective date of this Act.

19 * Sec. 13. AS 14.20.550, 14.20.555, 14.20.560, 14.20.570, 14.20.580,
20 14.20.590, 14.20.600, and 14.20.610 are repealed.

21 * Sec. 14. This Act takes effect immediately under AS 01.10.070(c).
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Original sponsors: Duncan, Zharcff,
Kertrula, et al.

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

IN THE SENATE

CS FOR SENATE BILL NO. 15 (HESS)

IN THE LEGISLATURE OF THE STATE OF ALASKA

SIXTEENTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act including public school employees in the Public Employment Relations Act as class(a)(2) employees entitled to a limited right to strike; establishing unrevised, uncompromised last-best-offer package arbitration for resolution of the collective bargaining process for public school employees; relating to acquisition of tenure rights, continuation of teachers' salaries during collective bargaining, and nonretention of teachers; and providing for an effective date."

① Increase
- strike
- un. aut.
- y. ne. h. - with h. m.
to pay

② Existing
- dist. wide
- gr. cov (demand)

③ change demand

④ Stop
SB 193
194

HB 198
199
200
202

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

* Section 1. AS 14.16.050(a) is amended to read:

(a) The following provisions apply with respect to the operation and management of the state boarding school as if it were a school district:

(1) requirements relating to school district operations:

(A) AS 14.03.030 - 14.03.050 (defining the school term, day in session, and school holidays);

(B) AS 14.03.083 - 14.03.140 (miscellaneous provisions applicable to school district operations);

(C) regulations adopted by the board under authority of AS 14.07.020(a) that are applicable to school districts and their schools, unless the board specifically exempts the state boarding school from compliance with a regulation;

1 (D) AS 14.12.150 (authorizing school districts to
2 establish and participate in the services of a regional resource
3 center);

4 (E) AS 14.14.050 (imposing the requirement of an
5 annual audit);

6 (F) AS 14.14.110 (authorizing cooperation with other
7 school districts);

8 (G) AS 14.14.130 (directing the employment of a chief
9 school administrator);

10 (H) AS 14.14.140(b) (establishing a prohibition on
11 employment of a relative of the chief school administrator);

12 (I) AS 14.18 (prohibiting discrimination based on sex
13 in public education);

14 (2) requirements relating to state financial assistance for
15 education and the receipt and expenditure of that assistance:

16 (A) AS 14.17.080 (relating to student count esti-
17 mates);

18 (B) AS 14.17.082 (relating to school operating fund
19 balances);

20 (C) AS 14.17.160 - 14.17.220 (setting out the proce-
21 dur: for payment of financial assistance, and imposing general
22 requirements and limits on money paid);

23 (3) requirements relating to teacher employment and retire-
24 ment:

25 (A) AS 14.14.105 and 14.14.107 (relating to sick
26 leave);

27 (B) AS 14.20.095 - 14.20.215 (relating to the employ-
28 ment and tenure of teachers);

29 (C) AS 14.20.220 (relating to the salaries of teachers

1 employed);

2 (D) AS 14.20.280 - 14.20.350 (relating to sabbatical
3 leave provisions for teachers);

4 (E) AS 23.40.070 - 23.40.260 (AS 14.20.550 - 14.20.-
5 610) (authorizing collective bargaining, negotiation, and arbi-
6 tration [MEDIATION] by certificated employees), except with
7 regard to teachers who are administrators and except that the
8 board may delegate some or all of its responsibilities under
9 those statutes;

10 (F) AS 14.25 (provisions regarding the teachers' re-
11 tirement system);

12 (4) requirements relating to students and educational pro-
13 grams:

14 (A) AS 14.30.180 - 14.30.350 (relating to educational
15 services for exceptional children);

16 (B) AS 14.30.360 - 14.30.370 (establishing health
17 education program standards);

18 (C) AS 14.30.400 - 14.30.410 (relating to bilingual
19 and bicultural education).

20 * Sec. 2. AS 14.16.070 is amended to read:

21 Sec. 14.16.070. APPLICABILITY OF OTHER LAW. AS 23.40.070 -
22 23.40.260 (Public Employment Relations Act) apply to the employees of
23 the state boarding school [WHO ARE NOT SUBJECT TO AS 14.20].

24 * Sec. 3. AS 14.20.147(b) is amended to read:

25 (b) When a school operated by a federal agency is transferred to
26 or absorbed into a new or existing school district the teachers shall
27 also be transferred if mutually agreed by the teacher or teachers and
28 the school board of the new or existing district. A teacher trans-
29 ferred from a federal agency school that [, WHICH] does not have an

1 official salary schedule or teacher tenure in the same manner as a
2 public school district in the state (,) shall be placed on a position
3 on the salary schedule of the absorbing district; the salary may not
4 be less than the teacher would have received in the federal agency
5 school. If the teacher taught five [TWO] or more years in the federal
6 agency school and, at the time of transfer, had a valid Alaska teach-
7 ing certificate, that teacher shall be placed on tenure in the absorb-
8 ing district.

9 * Sec. 4. AS 14.20.150 is amended to read:

10 Sec. 14.20.150. ACQUISITION OF TENURE RIGHTS. (a) A teacher
11 acquires tenure rights in a district when the teacher

12 (1) possesses a standard teaching certificate;

13 (2) has been employed as a teacher in the same district
14 continuously for five [TWO] full school years and is reemployed for
15 the school year immediately following the five [TWO] full school
16 years.

17 (b) The tenure rights acquired under (a) of this section become
18 effective on the first day the teacher performs teaching services in
19 the district during the school year immediately following the five
20 [TWO] full school years.

21 * Sec. 5. AS 14.20.158 is amended to read:

22 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. Continuation of
23 the provisions of a teacher's contract under AS 14.20.145 or 14.20.155
24 does not

25 (1) require that an employer increase the salary paid the
26 teacher from the salary paid under the contract, notwithstanding any
27 increase in the teacher's years of experience or education earned
28 since the expiration of the contract [AFFECT THE ALTERATION OF THE
29 TEACHER'S SALARY IN ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY

1 STATE LAW, OR IN ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO
2 ALL TEACHERS IN THE DISTRICT AND ADOPTED BY BYLAWS];

3 (2) limit the right of the employer to assign the teacher
4 to any teaching, administrative, or counseling position for which the
5 teacher is qualified; or

6 (3) limit the right of the employer to assign the teacher,
7 as is reasonably necessary, to any school in the district.

8 * Sec. 6. AS 14.20.175(b) is amended to read:

9 (b) A teacher who has acquired tenure rights is subject to
10 nonretention for the following school year only for the following
11 causes:

12 (1) incompetency, which is defined as the inability or the
13 unintentional or intentional failure to perform the teacher's custom-
14 ary teaching duties in a satisfactory manner;

15 (2) immorality, which is defined as the commission of an
16 act which, under the laws of the state, constitutes a crime involving
17 moral turpitude;

18 (3) substantial noncompliance with the school laws of the
19 state, the regulations or bylaws of the department, the bylaws of the
20 district, or the written rules of the superintendent; [OR]

21 (4) a necessary reduction of staff, as determined by the
22 school board, occasioned by a decrease in school attendance or a
23 reduction in funds available to the school district.

24 * Sec. 7. AS 23.40.200(c) is amended to read:

25 (c) The class in (a)(2) of this section is composed of public
26 utility, snow removal, sanitation and public school and other educa-
27 tional institution employees. Employees in this class may engage in a
28 strike after mediation, subject to the voting requirement of (d) of
29 this section, for a limited time. The limit is determined by the

1 interests of the health, safety or welfare of the public. The public
2 employer or the labor relations agency may apply to the superior court
3 in the judicial district in which the strike is occurring for an order
4 enjoining the strike. A strike may not be enjoined unless it can be
5 shown that it has begun to threaten the health, safety or welfare of
6 the public. A court, in deciding whether or not to enjoin the strike,
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8 equities" includes not only the impact of a strike on the public but
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10 have met their statutory obligations. If an impasse or deadlock still
11 exists after the issuance of an injunction, the parties shall submit
12 to arbitration to be carried out under AS 23.40.205 for employees of a
13 school district or regional educational attendance area and under
14 AS 09.43.030 for other class (a)(2) employees.

15 * Sec. 8. AS 23.40 is amended by adding a new section to read:

16 Sec. 23.40.205. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A col-
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28 submit to the arbitrator oral and written evidence in support of its
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8 package of final offers of one of the parties, and shall issue a final
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13 borough or city school district or a regional educational attendance
14 area and the Board of Education for the state boarding school.

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17 an agreement entered into between a school district or regional educa-
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24 TIFICATED EMPLOYEES OF SCHOOL DISTRICTS);

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28 [TOWN, CITY, BOROUGH], district, school district, regional educational
29 attendance area, board of regents, public and quasi-public

1 corporation, housing authority or other authority established by law,
2 and a person designated by the public employer to act in its interest
3 in dealing with public employees;

4 * Sec. 12. AS 23.40.250 is amended by adding a new paragraph to read:

5 (9) "regional educational attendance area" means an educa-
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7 include a military reservation, and that contains one or more public
8 schools of grade levels K - 12 or any portion of those grade levels
9 that are to be operated under the management and control of a single
10 regional school board.

11 * Sec. 13. AS 14.20.550, 14.20.555, 14.20.560, 14.20.570, 14.20.580,
12 ~~14.20.590~~, 14.20.600, and 14.20.610 are repealed.

13 * Sec. 14. The amendments made by secs. 3 - 6 of this Act apply to
14 teachers first hired by a school district on or after the effective date of
15 this Act.

16 * Sec. 15. Nothing in secs. 1, 2, and 7 - 12 of this Act terminates or
17 modifies a collective bargaining unit, recognition of exclusive bargaining
18 representative, or collective bargaining agreement if the unit, recogni-
19 tion, or agreement is in effect on the effective date of this Act.

20 * Sec. 16. This Act takes effect immediately under AS 01.10.070(c).
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Original sponsors: Duncan, Zharoff,
Kerttula, et al.

BY THE COMMUNITY AND REGIONAL
AFFAIRS COMMITTEE

1 IN THE SENATE

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and management of the state boarding school as if it were a school
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term, day in session, and school holidays);

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Introduced: 1/9/89.
Referred: Community and Regional
Affairs, Health, Education
and Social Services and Finance

6-0140A

BY DUNCAN, ZHAROFF,
KERTTULA, FAHRENKAMP, KELLY,
STURGULEWSKI, POURCHOT, RODEY,
AND SZYMANSKI

1 IN THE SENATE

2

SENATE BILL NO. 15

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IN THE LEGISLATURE OF THE STATE OF ALASKA

4

SIXTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6 For an Act entitled: "An Act relating to public school employees' collec-
7 tive bargaining agreements; and providing for an
8 effective 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
20 bargaining organizations will promote public education in the state.
21 Accordingly, the legislature declares that it is in the best interests
22 of the state to guarantee public school employees the opportunity to
23 form employee bargaining organizations and to negotiate with respect
24 to the terms and conditions of their employment.

25 * Sec. 2. AS 14.20.550 is repealed and reenacted to read:

26 Sec. 14.20.550. NEGOTIATION WITH EMPLOYEES. A school board
27 shall negotiate with its employees in good faith on terms and condi-
28 tions of employment and the fulfillment of professional duties.

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

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

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

13 Sec. 14.20.560. NEGOTIATING UNIT AND EMPLOYEE BARGAINING ORGANI-
14 ZATION. (a) In order to assure to employees the fullest freedom in
15 exercising the rights provided under AS 14.20.540 - 14.20.615, the
16 labor relations agency shall decide in each case the appropriate
17 negotiating unit, based on such factors as community of interest,
18 wages, hours, and other working conditions of the employees involved,
19 the history of negotiating, and the desires of the employees. Negoti-
20 ating units must be as large as is reasonable. The agency shall avoid
21 unnecessary fragmenting of the units.

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

1 election. The parties may agree to waive a hearing in order to hold a
2 consent election or for voluntary certification in accordance with
3 regulations of the labor relations agency, or for an election in a
4 negotiating unit agreed upon by the parties. The labor relations
5 agency shall determine the persons eligible to vote in an election and
6 shall adopt regulations governing the election. In an election in
7 which none of the choices on the ballot receives a majority of the
8 votes cast, the agency shall conduct a runoff election. The ballot in
9 the runoff election must provide for selection between the two choices
10 receiving the largest and the second largest number of valid votes
11 cast in the election. The agency shall certify an organization that
12 receives the majority of the votes cast in the election as the exclu-
13 sive representative of all the employees in the negotiating unit.

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

17 (d) The parties may agree to recognize an employee bargaining
18 organization as the exclusive representative of a negotiating unit.

19 (e) The labor relations agency may direct an election in a
20 negotiating unit in which there is in force a valid collective bar-
21 gaining agreement only during the 90-day period preceding the expira-
22 tion date of the agreement. However, an agreement may not bar an
23 election upon petition of persons in the negotiating unit but not
24 parties to the agreement if more than three years have elapsed since
25 the execution of the agreement or the last timely renewal of the
26 agreement.

27 (f) Noncertificated employees or certificated administrative
28 employees may choose by secret ballot to negotiate independently of
29 other employees. If noncertificated or certificated administrative

1 employees seek to negotiate independently of other certificated em-
2 ployees, the labor relations agency shall review the submitted rep-
3 resentation petition and, if 30 percent of the employees in a proper
4 negotiating unit sign the petition, the agency shall conduct a rep-
5 resentation election.

6 * Sec. 5. AS 14.20 is amended by adding a new section to read:

7 Sec. 14.20.565. NEGOTIATION MEETINGS. (a) At the written
8 request of an employee bargaining organization, a school board shall
9 meet with the representative of the organization within 20 days after
10 the request, at a time and place to be agreed upon. In the same
11 manner, representatives of an employee bargaining organization shall
12 meet with a school board or its representatives within 20 days after
13 receiving a written request.

14 (b) Notwithstanding AS 44.62.310, the parties may agree to hold
15 a negotiation meeting in executive session, but the parties shall make
16 all final agreements at a public meeting of the school board.

17 * Sec. 6. AS 14.20.570(a) is amended to read:

18 (a) Upon [THE] written request for mediation by an employee
19 bargaining organization [AGENCY] or a school board, and upon certi-
20 fication by the requesting party that the parties cannot agree on an
21 independent private mediator and that good faith negotiations have
22 terminated in an impasse, the following procedure must be followed
23 [OCCURS]:

24 (1) within [WITHIN] seven days after [OF] the certifica-
25 tion, the requesting party shall ask the United States Federal Media-
26 tion and Conciliation Service to serve as the agency to resolve the
27 dispute; [.]

28 (2) the [THE] mediator shall chair all mediation meetings
29 between the disputing parties and attempt to resolve the differences

1 between the disputing parties and reach common acceptance of terms and
2 conditions or other items in dispute wherever possible; [.]

3 (3) each [WITHIN 30 DAYS OF THE INITIAL MEETING OF THE
4 PARTIES TO THE DISPUTE THE MEDIATOR SHALL HAVE REDUCED ALL THE AGREED
5 TERMS, CONDITIONS AND OTHER ITEMS TO A WRITTEN CONTRACT. IF MUTUALLY
6 AGREED THE PERIOD FOR REPORTING THE CONTRACT TO BOTH PARTIES MAY BE
7 EXTENDED.

8 (4) EACH] party to the dispute may select a team [OF NOT
9 MORE THAN FIVE PERSONS] to present the evidence, thinking and position
10 of the group it represents [THEY REPRESENT,] to the mediator.

11 * Sec. 7. AS 14.20.580 is repealed and reenacted to read:

12 Sec. 14.20.580. CONTINUED IMPASSE. (a) The mediator shall
13 determine when further mediation would not promote resolution of the
14 dispute. Following mediation, the parties shall observe a 10-day
15 cooling-off period.

16 (b) Notwithstanding (a) of this section and AS 14.25.570, if the
17 parties have not entered into a collective bargaining agreement by
18 August 1, they shall submit to arbitration under AS 14.25.585.

19 * Sec. 8. AS 14.20 is amended by adding a new section to read:

20 Sec. 14.20.585. ARBITRATION. (a) A collective bargaining
21 agreement between a school board and an employee bargaining organiza-
22 tion must include a procedure to promptly select an arbitrator to
23 conduct last-best-offer mediated arbitration. If the parties are
24 unable to agree on a procedure for the selection of an arbitrator, the
25 parties shall use the services of and comply with the procedures of
26 the American Arbitration Association in the selection of an arbitra-
27 tor.

28 (b) In last-best-offer mediated arbitration under this section,
29 each party shall submit a final offer on each issue in dispute. Each

1 party may submit to the arbitrator oral and written evidence in sup-
2 port of its position, and must be given an opportunity to respond to
3 the presentation of evidence by the other party. The arbitrator may
4 propose compromises to points in dispute. At the request of either
5 party, or on the motion of the arbitrator, the arbitrator may conduct
6 a public meeting to allow the parties to present and explain their
7 positions and final offers. The arbitrator shall allow each party to
8 revise its last best offer before final submission to the arbitrator
9 for decision.

10 (c) The arbitrator shall, without modification, adopt the last
11 best offer of one of the parties on each issue, and shall issue a
12 final and binding decision not more than 10 days after the parties
13 have presented their last best offers.

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

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

16 Sec. 14.20.590. GRIEVANCE PROCEDURES. Collective bargaining
17 [NEGOTIATIONS] agreements must

18 (1) define "grievances" and provide for grievance proce-
19 dures for the certificated staff or noncertificated employees; the
20 grievance procedures must [SHALL] provide that the final step in the
21 procedure is [SHALL BE] binding arbitration; [AND]

22 (2) provide a method for the selection of an arbitrator to
23 resolve grievances; the arbitrator shall determine all questions of
24 arbitrability of a grievance; and

25 (3) provide an expedited arbitration procedure for griev-
26 ances concerning unfair labor practices.

27 * Sec. 10. AS 14.20.590 is amended by adding a new subsection to read:

28 (b) The prohibition of unfair labor practices, as described in
29 AS 23.40.110, applies to a school district and an employee bargaining

1 organization. An unfair labor practice shall be adjudicated under the
2 expedited arbitration grievance procedure of the collective bargaining
3 agreement. It is an unfair labor practice for a school board to
4 refuse to continue the terms of an expired agreement until a new
5 agreement is reached.

6 * Sec. 11. AS 14.20 is amended by adding a new section to read:

7 Sec. 14.20.595. RELEASE FROM DUTIES. If a mediation or arbi-
8 tration meeting is held during working hours, teachers and noncertif-
9 icated employeers representing an employee bargaining organization
10 shall be released from assigned duties without penalty or loss of pay.

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

12 Sec. 14.20.610. LEGAL RESPONSIBILITIES OF BOARDS. Nothing in
13 AS 14.20.540 - 14.20.615 [AS 14.20.550 - 14.20.600] may be construed
14 as an abrogation or delegation of the legal responsibilities, powers,
15 and duties of the school board, including its right to make final
16 decisions on educational policies.

17 * Sec. 13. AS 14.20 is amended by adding a new section to article 6 to
18 read:

19 Sec. 14.20.615. DEFINITIONS. (a) In AS 14.20.540 - 14.20.615,
20 "employee" includes certificated and noncertificated employees of
21 school districts.

22 (b) In AS 14.20.540 - 14.20.615, "collective bargaining," "elec-
23 tion," "labor relations agency," and "organization" have the meanings
24 given in AS 23.40.250.

25 * Sec. 14. AS 14.20.555(d) and 14.20.570(b) are repealed.

26 * Sec. 15. This Act does not modify or terminate a negotiating unit or
27 agreement in existence on the effective date of this Act.

28 * Sec. 16. This Act takes effect immediately under AS 01.10.070(c).

SECTION ANALYSIS: FINALITY THROUGH ARBITRATION

Senate Bill No. _____

House Bill No. _____

Section 1:

Adds a policy statement to public school district employee bargaining law.

This section articulates a policy similar to the one found in the Public Employee Relations Act which states that employee participation in decisions that pertain to their terms and conditions of employment is in the public interest and enhances harmonious relations between employees and school boards.

Section 2:

Defines the obligation to negotiate in good faith on terms and conditions of employment and fulfillment of professional duties.

Section 3:

This is enabling legislation which provides the opportunity for two or more REAAs to negotiate a single contract for all of the employees rather than separate agreements and for a single team to represent the REAA school boards.

It also establishes that certificated employees, non-certificated employees or certificated administrators may do this independently of each other.

There is nothing compulsory about this provision and it has been in the certificated employee bargaining law for a number of years.

Section 4:

Provides that bargaining unit determination questions, showing of interest questions, representation election procedures, timeliness of a showing of interest, and questions pertaining to a contract bar from challenges by competing organizations shall be determined by the labor relations agency.

Under current law these questions are decided by the local school board. Because the school board is frequently an interested party to such a proceeding the current law creates a conflict of interest which increases the chances for subsequent, but unnecessary litigation.

Section 5:

Clarifies procedures relative to the commencement of negotiations and provides for mutually-determined executive sessions as part of the negotiating process.

Section 6:

Provides for a local mutually acceptable mediator and for use of the Federal Mediation and Conciliation Service if local mediation is not successful.

Defines the mediation process and responsibility of the mediator.

Section 7:

Gives authority to the mediator to determine the success potential for continued mediation and provides for a 10-day cooling off period if mediation is not successful.

Requires that the parties immediately submit the dispute to arbitration if there is not agreement by August 1.

This provision clearly provides that there will be a timely conclusion to the negotiations process before the beginning of the next school year.

Section 8:

Provides for a local mediated arbitration procedure. If the parties are unable to agree on one, they are then bound to the last best offer mediated arbitration procedure of the American Arbitration Association.

Clarifies that the arbitrator shall attempt to mediate a solution to the dispute.

Provides for a public hearing at the request of the arbitrator or either of the parties.

Provides that the decision of the arbitrator may only be that of the last offer of one party or the other on each issue, that the decision shall be made within 10 days, and that the costs of arbitration shall be shared by the parties.

Section 9:

Under contract grievance arbitration questions of arbitrability shall be decided by the arbitrator.

Currently, many questions pertaining to arbitrability end up in time-consuming and costly litigation in the courts and are not resolved in a timely way.

Provides that unfair labor practices shall be adjudicated under the grievance procedure through expedited arbitration.

Section 10:

Defines and prohibits unfair labor practices by school boards and by employee unions and provides for their adjudication under expedited arbitration.

Provides that unilateral imposition of a contract is defined as an unfair labor practice.

Section 11:

Provides release time without penalty for employee negotiations teams when mediation or arbitration are held during work hours.

Section 12:

Emphasizes school board rights and decision-making responsibility on matters pertaining to policy.

Section 13:

Adds a "definitions" section to clarify meaning on terms used in the legislation.

Section 14:

Repeals redundant sections.

Section 15:

Preserves the status quo for bargaining units and collective bargaining agreements in existence on the effective date of the Act.

Section 16:

Provides for an immediate effective date.

6-0140G ✓
Cramer
4/28/89



Original sponsors: Duncan, Zharoff,
Kerttula, et al.

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to continuation of the provisions of
7 certain terms of a teacher's expired contract, nonre-
8 tention of teachers, and teacher layoffs; including
9 public school employees in the Public Employment
10 Relations Act as class(a)(2) employees entitled to a
11 limited right to strike; establishing unrevised,
12 uncompromised last-best-offer package arbitration for
13 resolution of the collective bargaining process for
14 public school employees; and providing for an effec-
15 tive date."

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

17 * Section 1. AS 14.20.158 is amended to read:

18 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. When [CONTINUA-
19 TION OF] the provisions of a teacher's contract are continued under
20 AS 14.20.145 or 14.20.155, the salary paid to a teacher before new
21 contract terms are agreed upon shall be determined by the salary
22 schedule set out in the prior contract based on the teacher's years of
23 experience and education as of the beginning of the prior school year.
24 Continuation of the contract terms under those sections does not limit
25 the right of the employer to

26 (1) [AFFECT THE ALTERATION OF THE TEACHER'S SALARY IN
27 ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY STATE LAW, OR IN
28 ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO ALL TEACHERS IN
29 THE DISTRICT AND ADOPTED BY BYLAWS;

1 (2) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the teacher
2 to any teaching, administrative, or counseling position for which the
3 teacher is qualified; or

4 (2) [(3) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the
5 teacher, as is reasonably necessary, to any school in the district.

6 * Sec. 2. AS 14.20.175(b) is amended to read:

7 (b) A teacher who has acquired tenure rights is subject to
8 nonretention for the following school year only for the following
9 causes:

10 (1) incompetency, which is defined as the inability or the
11 unintentional or intentional failure to perform the teacher's custom-
12 ary teaching duties in a satisfactory manner;

13 (2) immorality, which is defined as the commission of an
14 act which, under the laws of the state, constitutes a crime involving
15 moral turpitude;

16 (3) substantial noncompliance with the school laws of the
17 state, the regulations or bylaws of the department, the bylaws of the
18 district, or the written rules of the superintendent; or

19 (4) a necessary reduction of staff, as determined by the
20 school board, occasioned by a decrease in school attendance or by a
21 reduction in funds available to the school district.

22 * Sec. 3. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
23 40.250(6), the certificated and noncertificated employees of a school
24 district are considered public employees for purposes of AS 23.40.070 -
25 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
26 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

27 (b) The certificated and noncertificated employees of a school dis-
28 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
29 standing AS 23.40.200(c), in a dispute between a school board of a school

1 district and an employee bargaining organization, if an impasse or deadlock
2 exists after the issuance of an injunction, the parties shall submit to
3 arbitration to be carried out under sec. 4 of this Act.

4 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
5 ment entered into between a school district and its employees are not
6 subject to approval by the legislature.

7 (d) Nothing in this Act or in AS 23.40.070 - 23.40.260 may be con-
8 strued as an abrogation or delegation of the legal responsibilities, pow-
9 ers, and duties of the school board, including its right to make final
10 decisions on policies.

11 * Sec. 4. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
12 ing agreement between a school board and an employee bargaining organiza-
13 tion must include a procedure to promptly select an arbitrator. If the
14 parties are unable to agree on a procedure for the selection of an arbitra-
15 tor, the parties shall use the services of and comply with the procedures
16 of the American Arbitration Association in the selection of an arbitrator.

17 (b) If an impasse or deadlock has occurred between a school board and
18 an employee bargaining organization after a strike has been enjoined, the
19 parties shall submit to last-best-offer package arbitration. A party may
20 not submit an offer as part of its package to the arbitrator unless the
21 offer was presented to the other party during the collective bargaining
22 negotiations. After each party has submitted its package to the arbitra-
23 tor, the arbitrator shall allow each party a reasonable time to modify its
24 package in response to the offer of the other party. Each party may submit
25 to the arbitrator oral and written evidence in support of its position, and
26 must be given an opportunity to respond to the presentation of evidence by
27 the other party. The arbitrator may not propose compromises to points in
28 dispute. At the request of either party, or on the motion of the arbitra-
29 tor, the arbitrator may conduct a public meeting to allow the parties to

1 present and explain their positions and final offers. A party may not
2 revise its last best offer after submission to the arbitrator.

3 (c) The arbitrator shall, without modification, adopt the total
4 package of final offers of one of the parties, and shall issue a final and
5 binding decision not more than 10 days after the parties have submitted
6 evidence to the arbitrator in support of their positions or after the
7 public meeting on the issue, whichever is later.

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

9 (e) In this section, "school board" means the school board of a
10 school district and the Board of Education for the state boarding school.

11 * Sec. 5. TEACHER LAYOFF. (a) If the arbitrator's decision under sec.
12 3 of this Act increases the cost to the school district of certificated
13 emp' salaries, benefits, or both, from the cost of those items as
14 proposed in the school board's last best offer, the school board has the
15 right to lay off certificated employees at any time during the term of the
16 collective bargaining agreement. To exercise its layoff rights, the school
17 board must give a certificated employee, whether tenured or nontenured, at
18 least 10 calendar days' notice of the layoff and the termination of the
19 employee's contract.

20 (b) The school board may not exercise the layoff right under this
21 section arbitrarily or capriciously.

22 (c) A teacher on layoff status is not entitled to be reemployed under
23 AS 14.20.145. A teacher on layoff status does not accrue leave. Time
24 spent on layoff status does not count toward the acquisition of tenure
25 rights. However, layoff status does not constitute a break in service for

- 26 (1) determining eligibility for tenure;
27 (2) retaining acquired tenure rights; or
28 (3) retaining accrued sick leave.

29 * Sec. 6. DEFINITIONS. (a) The definitions set out in AS 23.40.250

1 apply to secs. 3 - 7 of this Act.

2 (b) In secs. 3 - 7 of this Act, "school district" means a municipal
3 school district or a regional educational attendance area; in this sub-
4 section "regional educational attendance area" means an educational service
5 area in the unorganized borough that may or may not include a military
6 reservation, and that contains one or more public schools of grade levels
7 K - 12 or any portion of those grade levels that are to be operated under
8 the management and control of a single regional school board.

9 * Sec. 7. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
10 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
11 ing school, secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act apply to collec-
12 tive bargaining and negotiation by certificated employees. Notwithstanding
13 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
14 apply to the employees of the state boarding school who are not subject to
15 secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act.

16 * Sec. 8. This Act is repealed June 30, 1993.

17 * Sec. 9. Nothing in this Act terminates or modifies a collective bar-
18 gaining unit, recognition of exclusive bargaining representative, or col-
19 lective bargaining agreement if the unit, recognition, or agreement is in
20 effect on the effective date of this Act.

21 * Sec. 10. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
22 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
23 July 1, 1993.

24 * Sec. 11. This Act takes effect immediately under AS 01.10.070(c).
25
26
27
28
29

Passed out
Unamended.

C

6-0140G ✓
Cramer
4/28/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

IN THE SENATE BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

CS FOR SENATE BILL NO. 15 (HESS)

IN THE LEGISLATURE OF THE STATE OF ALASKA

SIXTEENTH LEGISLATURE - FIRST SESSION

A BILL

For an Act entitled: "An Act relating to continuation of the provisions of certain terms of a teacher's expired contract, nonretention of teachers, and teacher layoffs; including public school employees in the Public Employment Relations Act as class(a)(2) employees entitled to a limited right to strike; establishing unrevised, uncompromised last-best-offer package arbitration for resolution of the collective bargaining process for public school employees; and providing for an effective date."

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

* Section 1. AS 14.20.158 is amended to read:

Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. When [CONTINUATION OF] the provisions of a teacher's contract are continued under AS 14.20.145 or 14.20.155, the salary paid to a teacher before new contract terms are agreed upon shall be determined by the salary schedule set out in the prior contract based on the teacher's years of experience and education as of the beginning of the prior school year. Continuation of the contract terms under those sections does not limit the right of the employer to

(1) [AFFECT THE ALTERATION OF THE TEACHER'S SALARY IN ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY STATE LAW, OR IN ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO ALL TEACHERS IN THE DISTRICT AND ADOPTED BY BYLAWS;

1 (2) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the teacher
2 to any teaching, administrative, or counseling position for which the
3 teacher is qualified; or

4 (2) [(3) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the
5 teacher, as is reasonably necessary, to any school in the district.

6 * Sec. 2. AS 14.20.175(b) is amended to read:

7 (b) A teacher who has acquired tenure rights is subject to
8 nonretention for the following school year only for the following
9 causes:

10 (1) incompetency, which is defined as the inability or the
11 unintentional or intentional failure to perform the teacher's custom-
12 ary teaching duties in a satisfactory manner;

13 (2) immorality, which is defined as the commission of an
14 act which, under the laws of the state, constitutes a crime involving
15 moral turpitude;

16 (3) substantial noncompliance with the school laws of the
17 state, the regulations or bylaws of the department, the bylaws of the
18 district, or the written rules of the superintendent; or

19 (4) a necessary reduction of staff, as determined by the
20 school board, occasioned by a decrease in school attendance or by a
21 reduction in funds available to the school district.

22 * Sec. 3. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
23 40.250(6), the certificated and noncertificated employees of a school
24 district are considered public employees for purposes of AS 23.40.070 -
25 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
26 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

27 (b) The certificated and noncertificated employees of a school dis-
28 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
29 standing AS 23.40.200(c), in a dispute between a school board of a school

1 district and an employee bargaining organization, if an impasse or deadlock
2 exists after the issuance of an injunction, the parties shall submit to
3 arbitration to be carried out under sec. 4 of this Act.


4 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
5 ment entered into between a school district and its employees are not
6 subject to approval by the legislature.

7 (d) Nothing in this Act or in AS 23.40.070 - 23.40.260 may be con-
8 strued as an abrogation or delegation of the legal responsibilities, pow-
9 ers, and duties of the school board, including its right to make final
10 decisions on policies.

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12 ing agreement between a school board and an employee bargaining organiza-
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14 parties are unable to agree on a procedure for the selection of an arbitra-
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16 of the American Arbitration Association in the selection of an arbitrator.

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18 an employee bargaining organization after a strike has been enjoined, the
19 parties shall submit to last-best-offer package arbitration. A party may
20 not submit an offer as part of its package to the arbitrator unless the
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27 the other party. The arbitrator may not propose compromises to points in
28 dispute. At the request of either party, or on the motion of the arbitra-
29 tor, the arbitrator may conduct a public meeting to allow the parties to

1 present and explain their positions and final offers. A party may not
2 revise its last best offer after submission to the arbitrator.

3 (c) The arbitrator shall, without modification, adopt the total
4 package of final offers of one of the parties, and shall issue a final and
5 binding decision not more than 10 days after the parties have submitted
6 evidence to the arbitrator in support of their positions or after the
7 public meeting on the issue, whichever is later. 

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

9 (e) In this section, "school board" means the school board of a
10 school district and the Board of Education for the state boarding school.

11 * Sec. 5. TEACHER LAYOFF. (a) If the arbitrator's decision under sec.
12 3 of this Act increases the cost to the school district of certificated
13 employee salaries, benefits, or both, from the cost of those items as
14 proposed in the school board's last best offer, the school board has the
15 right to lay off certificated employees at any time during the term of the
16 collective bargaining agreement. To exercise its layoff rights, the school
17 board must give a certificated employee, whether tenured or nontenured, at
18 least 10 calendar days' notice of the layoff and the termination of the
19 employee's contract.

20 (b) The school board may not exercise the layoff right under this
21 section arbitrarily or capriciously.

22 (c) A teacher on layoff status is not entitled to be reemployed under
23 AS 14.20.145. A teacher on layoff status does not accrue leave. Time
24 spent on layoff status does not count toward the acquisition of tenure
25 rights. However, layoff status does not constitute a break in service for

- 26 (1) determining eligibility for tenure;
27 (2) retaining acquired tenure rights; or
28 (3) retaining accrued sick leave.

29 * Sec. 6. DEFINITIONS. (a) The definitions set out in AS 23.40.250

1 apply to secs. 3 - 7 of this Act.

2 (b) In secs. 3 - 7 of this Act, "school district" means a municipal
3 school district or a regional educational attendance area; in this sub-
4 section "regional educational attendance area" means an educational service
5 area in the unorganized borough that may or may not include a military
6 reservation, and that contains one or more public schools of grade levels
7 K - 12 or any portion of those grade levels that are to be operated under
8 the management and control of a single regional school board.

9 * Sec. 7. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
10 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
11 ing school, secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act apply to collec-
12 tive bargaining and negotiation by certificated employees. Notwithstanding
13 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
14 apply to the employees of the state boarding school who are not subject to
15 secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act.

16 * Sec. 8. This Act is repealed June 30, 1993.

17 * Sec. 9. Nothing in this Act terminates or modifies a collective bar-
18 gaining unit, recognition of exclusive bargaining representative, or col-
19 lective bargaining agreement if the unit, recognition, or agreement is in
20 effect on the effective date of this Act.

21 * Sec. 10. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
22 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
23 July 1, 1993.

24 * Sec. 11. This Act takes effect immediately under AS 01.10.070(c).
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6-0140P ✓
Cramer
4/28/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act including public school employees in the
7 Public Employment Relations Act as class(a)(2) em-
8 ployees entitled to a limited right to strike; estab-
9 lishing unrevised, uncompromised last-best-offer
10 package arbitration for resolution of the collective
11 bargaining process for public school employees; and
12 providing for an effective date."

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

14 * Section 1. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding
15 AS 23.40.250(6), the certificated and noncertificated employees of a school
16 district are considered public employees for purposes of AS 23.40.070 -
17 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
18 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

19 (b) The certificated and noncertificated employees of a school dis-
20 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
21 standing AS 23.40.200(c), in a dispute between a school board of a school
22 district and an employee bargaining organization, if an impasse or deadlock
23 exists after the issuance of an injunction, the parties shall submit to
24 arbitration to be carried out under sec. 2 of this Act.

25 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
26 ment entered into between a school district and its employees are not
27 subject to approval by the legislature.

28 * Sec. 2. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
29 ing agreement between a school board and an employee bargaining

1 organization must include a procedure to promptly select an arbitrator. If
2 the parties are unable to agree on a procedure for the selection of an
3 arbitrator, the parties shall use the services of and comply with the pro-
4 cedures of the American Arbitration Association in the selection of an
5 arbitrator.

6 (b) If an impasse or deadlock has occurred between a school board and
7 an employee bargaining organization after a strike has been enjoined, the
8 parties shall submit to last-best-offer package arbitration. In last-
9 best-offer arbitration under this section, each party shall submit a final
10 offer on each issue in dispute. Each party may submit to the arbitrator
11 oral and written evidence in support of its position, and must be given an
12 opportunity to respond to the presentation of evidence by the other party.
13 The arbitrator may not propose compromises to points in dispute. At the
14 request of either party, or on the motion of the arbitrator, the arbitrator
15 may conduct a public meeting to allow the parties to present and explain
16 their positions and final offers. A party may not revise its last best
17 offer after submission to the arbitrator.

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

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

23 (e) In this section, "school board" means the school board of a
24 school district and the Board of Education for the state boarding school.

25 * Sec. 3. DEFINITIONS. (a) The definitions set out in AS 23.40.250
26 apply to secs. 1 - 3 of this Act.

27 (b) In secs. 1 - 3 of this Act, "school district" means a municipal
28 school district or a regional educational attendance area; in this sub-
29 section "regional educational attendance area" means an educational service

1 area in the unorganized borough that may or may not include a military
2 reservation, and that contains one or more public schools of grade levels
3 K - 12 or any portion of those grade levels that are to be operated under
4 the management and control of a single regional school board.

5 * Sec. 4. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
6 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
7 ing school, secs. 1(a), 1(b), 2, and 3 of this Act apply to collective
8 bargaining and negotiation by certificated employees. Notwithstanding
9 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
10 apply to the employees of the state boarding school who are not subject to
11 secs. 1(a), 1(b), 2, and 3 of this Act.

12 * Sec. 5. This Act is repealed June 30, 1993.

13 * Sec. 6. Nothing in this Act terminates or modifies a collective bar-
14 gaining unit, recognition of exclusive bargaining representative, or col-
15 lective bargaining agreement if the unit, recognition, or agreement is in
16 effect on the effective date of this Act.

17 * Sec. 7. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
18 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
19 July 1, 1993.

20 * Sec. 8. This Act takes effect immediately under AS 01.10.070(c).
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6-0140R ✓
Cramer
4/28/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act including public school employees in the
7 Public Employment Relations Act as class(a)(2) em-
8 ployees entitled to a limited right to strike; estab-
9 lishing unrevised, uncompromised last-best-offer
10 package arbitration for resolution of the collective
11 bargaining process for public school employees;
12 relating to acquisition of tenure rights, continua-
13 tion of teachers' salaries during collective bargain-
14 ing, and nonretention of teachers; and providing for
15 an effective date."

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

17 * Section 1. AS 14.20.147(b) is amended to read:

18 (b) When a school operated by a federal agency is transferred to
19 or absorbed into a new or existing school district the teachers shall
20 also be transferred if mutually agreed by the teacher or teachers and
21 the school board of the new or existing district. A teacher trans-
22 ferred from a federal agency school that [, WHICH] does not have an
23 official salary schedule or teacher tenure in the same manner as a
24 public school district in the state [,] shall be placed on a position
25 on the salary schedule of the absorbing district; the salary may not
26 be less than the teacher would have received in the federal agency
27 school. If the teacher taught five [TWO] or more years in the federal
28 agency school and, at the time of transfer, had a valid Alaska teach-
29 ing certificate, that teacher shall be placed on tenure in the

1 absorbing district.

2 * Sec. 2. AS 14.20.150 is amended to read:

3 Sec. 14.20.150. ACQUISITION OF TENURE RIGHTS. (a) A teacher
4 acquires tenure rights in a district when the teacher

5 (1) possesses a standard teaching certificate;

6 (2) has been employed as a teacher in the same district
7 continuously for five [TWO] full school years and is reemployed for
8 the school year immediately following the five [TWO] full school
9 years.

10 (b) The tenure rights acquired under (a) of this section become
11 effective on the first day the teacher performs teaching services in
12 the district during the school year immediately following the five
13 [TWO] full school years.

14 * Sec. 3. AS 14.20.158 is amended to read:

15 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. Continuation of
16 the provisions of a teacher's contract under AS 14.20.145 or 14.20.155
17 does not

18 (1) require that an employer increase the salary paid the
19 teacher from the salary paid under the contract, notwithstanding any
20 increase in the teacher's years of experience or education earned
21 since the expiration of the contract [AFFECT THE ALTERATION OF THE
22 TEACHER'S SALARY IN ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY
23 STATE LAW, OR IN ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO
24 ALL TEACHERS IN THE DISTRICT AND ADOPTED BY BYLAWS];

25 (2) limit the right of the employer to assign the teacher
26 to any teaching, administrative, or counseling position for which the
27 teacher is qualified; or

28 (3) limit the right of the employer to assign the teacher,
29 as is reasonably necessary, to any school in the district.

1 * Sec. 4. AS 14.20.175(b) is amended to read:

2 (b) A teacher who has acquired tenure rights is subject to
3 nonretention for the following school year only for the following
4 causes:

5 (1) incompetency, which is defined as the inability or the
6 unintentional or intentional failure to perform the teacher's custom-
7 ary teaching duties in a satisfactory manner;

8 (2) immorality, which is defined as the commission of an
9 act which, under the laws of the state, constitutes a crime involving
10 moral turpitude;

11 (3) substantial noncompliance with the school laws of the
12 state, the regulations or bylaws of the department, the bylaws of the
13 district, or the written rules of the superintendent; [OR]

14 (4) a necessary reduction of staff, as determined by the
15 school board, occasioned by a decrease in school attendance or a
16 reduction in funds available to the school district.

17 * Sec. 5. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
18 40.250(6), the certificated and noncertificated employees of a school
19 district are considered public employees for purposes of AS 23.40.070 -
20 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
21 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

22 (b) The certificated and noncertificated employees of a school dis-
23 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
24 standing AS 23.40.200(c), in a dispute between a school board of a school
25 district and an employee bargaining organization, if an impasse or deadlock
26 exists after the issuance of an injunction, the parties shall submit to
27 arbitration to be carried out under sec. 6 of this Act.

28 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
29 ment entered into between a school district and its employees are not

1 subject to approval by the legislature.

2 * Sec. 6. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
3 ing agreement between a school board and an employee bargaining organiza-
4 tion must include a procedure to promptly select an arbitrator. If the
5 parties are unable to agree on a procedure for the selection of an arbitra-
6 tor, the parties shall use the services of and comply with the procedures
7 of the American Arbitration Association in the selection of an arbitrator.

8 (b) If an impasse or deadlock has occurred between a school board and
9 an employee bargaining organization after a strike has been enjoined, the
10 parties shall submit to last-best-offer package arbitration. In last-
11 best-offer arbitration under this section, each party shall submit a final
12 offer on each issue in dispute. Each party may submit to the arbitrator
13 oral and written evidence in support of its position, and must be given an
14 opportunity to respond to the presentation of evidence by the other party.
15 The arbitrator may not propose compromises to points in dispute. At the
16 request of either party, or on the motion of the arbitrator, the arbitrator
17 may conduct a public meeting to allow the parties to present and explain
18 their positions and final offers. A party may not revise its last best
19 offer after submission to the arbitrator.

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

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

25 (e) In this section, "school board" means the school board of a
26 school district and the Board of Education for the state boarding school.

27 * Sec. 7. DEFINITIONS. (a) The definitions set out in AS 23.40.250
28 apply to secs. 5 - 7 of this Act.

29 (b) In secs. 5 - 7 of this Act, "school district" means a municipal
CSSB 15(HESS)

1 school district or a regional educational attendance area; in this sub-
2 section "regional educational attendance area" means an educational service
3 area in the unorganized borough that may or may not include a military
4 reservation, and that contains one or more public schools of grade levels
5 K - 12 or any portion of those grade levels that are to be operated under
6 the management and control of a single regional school board.

7 * Sec. 8. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
8 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
9 ing school, secs. 5(a), 5(b), 6, and 7 of this Act apply to collective
10 bargaining and negotiation by certificated employees. Notwithstanding
11 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
12 apply to the employees of the state boarding school who are not subject to
13 secs. 5(a), 5(b), 6, and 7 of this Act.

14 * Sec. 9. Sections 5 - 8 of this Act are repealed June 30, 1993.

15 * Sec. 10. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
16 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
17 July 1, 1993.

18 * Sec. 11. The amendments made by secs. 1 - 4 of this Act apply to
19 teachers first hired by a school district on or after the effective date of
20 this Act.

21 * Sec. 12. Nothing in secs. 5 - 8 of this Act terminates or modifies a
22 collective bargaining unit, recognition of exclusive bargaining representa-
23 tive, or collective bargaining agreement if the unit, recognition, or
24 agreement is in effect on the effective date of this Act.

25 * Sec. 13. This Act takes effect immediately under AS 01.10.070(c).
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6-0140H
Cramer
3/23/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

1 IN THE SENATE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: ^{CS(CRA) TITLE LANGUAGE} "An Act including public school employees in the
7 Public Employment Relations Act as class(a)(2) em-
8 ployees entitled to a limited right to strike; estab-
9 lishing unrevised, uncompromised last-best-offer
10 package arbitration for resolution of the collective
11 bargaining process for public school employees;
12 ^{HB 200 TITLE} [relating to acquisition of tenure rights], ^{HB 199 TITLE} [continua-
13 tion of teachers' salaries during collective bargain-
14 ing], and ^{HB 198 TITLE} [nonretention of teachers]; and providing for
15 an effective date."

*Rep Foster
Ry. Wallis
Sch. Bd.*

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

^{CS(CRA) SECTION 1.}

17 * Section 1. AS 14.16.050(a) is amended to read:

18 (a) The following provisions apply with respect to the operation
19 and management of the state boarding school as if it were a school
20 district:

21 (1) requirements relating to school district operations:

22 (A) AS 14.03.030 - 14.03.050 (defining the school
23 term, day in session, and school holidays);

24 (B) AS 14.03.083 - 14.03.140 (miscellaneous provisions
25 applicable to school district operations);

26 (C) regulations adopted by the board under authority
27 of AS 14.07.020(a) that are applicable to school districts and
28 their schools, unless the board specifically exempts the state
29 boarding school from compliance with a regulation;

1 (D) AS 14.12.150 (authorizing school districts to
2 establish and participate in the services of a regional resource
3 center);

4 (E) AS 14.14.050 (imposing the requirement of an
5 annual audit);

6 (F) AS 14.14.110 (authorizing cooperation with other
7 school districts);

8 (G) AS 14.14.130 (directing the employment of a chief
9 school administrator);

10 (H) AS 14.14.140(b) (establishing a prohibition on
11 employment of a relative of the chief school administrator);

12 (I) AS 14.18 (prohibiting discrimination based on sex
13 in public education);

14 (2) requirements relating to state financial assistance for
15 education and the receipt and expenditure of that assistance:

16 (A) AS 14.17.080 (relating to student count esti-
17 mates);

18 (B) AS 14.17.082 (relating to school operating fund
19 balances);

20 (C) AS 14.17.160 - 14.17.220 (setting out the proce-
21 dure for payment of financial assistance, and imposing general
22 requirements and limits on money paid);

23 (3) requirements relating to teacher employment and retire-
24 ment:

25 (A) AS 14.14.105 and 14.14.107 (relating to sick
26 leave);

27 (B) AS 14.20.095 - 14.20.215 (relating to the employ-
28 ment and tenure of teachers);

29 (C) AS 14.20.220 (relating to the salaries of teachers

1 employed);

2 (D) AS 14.20.280 - 14.20.350 (relating to sabbatical
3 leave provisions for teachers);

4 (E) AS 23.40.070 - 23.40.260 [AS 14.20.550 - 14.20.-
5 610] (authorizing collective bargaining, negotiation, and arbi-
6 tration [MEDIATION] by certificated employees), except with
7 regard to teachers who are administrators and except that the
8 board may delegate some or all of its responsibilities under
9 those statutes;

10 (F) AS 14.25 (provisions regarding the teachers' re-
11 tirement system);

12 (4) requirements relating to students and educational pro-
13 grams:

14 (A) AS 14.30.180 - 14.30.350 (relating to educational
15 services for exceptional children);

16 (B) AS 14.30.360 - 14.30.370 (establishing health
17 education program standards);

18 (C) AS 14.30.400 - 14.30.410 (relating to bilingual
19 and bicultural education).

20 *CS(CRA) SECTION 2.*

* Sec. 2. AS 14.16.070 is amended to read:

21 Sec. 14.16.070. APPLICABILITY OF OTHER LAW. AS 23.40.070 -
22 23.40.260 (Public Employment Relations Act) apply to the employees of
23 the state boarding school [WHO ARE NOT SUBJECT TO AS 14.20].

24 *HB200 SECTION 1.*

* Sec. 3. AS 14.20.147(b) is amended to read:

25 (b) When a school operated by a federal agency is transferred to
26 or absorbed into a new or existing school district the teachers shall
27 also be transferred if mutually agreed by the teacher or teachers and
28 the school board of the new or existing district. A teacher trans-
29 ferred from a federal agency school that [, WHICH] does not have an

1 official salary schedule or teacher tenure in the same manner as a
 2 public school district in the state [,] shall be placed on a position
 3 on the salary schedule of the absorbing district; the salary may not
 4 be less than the teacher would have received in the federal agency
 5 school. If the teacher taught five [TWO] or more years in the federal
 6 agency school and, at the time of transfer, had a valid Alaska teach-
 7 ing certificate, that teacher shall be placed on tenure in the absorb-
 8 ing district.

9 * *SECTION 2 HB 200*
 Sec. 4. AS 14.20.150 is amended to read:

10 Sec. 14.20.150. ACQUISITION OF TENURE RIGHTS. (a) A teacher
 11 acquires tenure rights in a district when the teacher

12 (1) possesses a standard teaching certificate;

13 (2) has been employed as a teacher in the same district
 14 continuously for five [TWO] full school years and is reemployed for
 15 the school year immediately following the five [TWO] full school
 16 years.

17 (b) The tenure rights acquired under (a) of this section become
 18 effective on the first day the teacher performs teaching services in
 19 the district during the school year immediately following the five
 20 [TWO] full school years.

21 * *HB 199 SECTION 1.*
 Sec. 5. AS 14.20.158 is amended to read:

22 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. Continuation of
 23 the provisions of a teacher's contract under AS 14.20.145 or 14.20.155
 24 does not

25 (1) require that an employer increase the salary paid the
 26 teacher from the salary paid under the contract, notwithstanding any
 27 increase in the teacher's years of experience or education earned
 28 since the expiration of the contract [AFFECT THE ALTERATION OF THE
 29 TEACHER'S SALARY IN ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY

STATE LAW, OR IN ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO ALL TEACHERS IN THE DISTRICT AND ADOPTED BY BYLAWS];

(2) limit the right of the employer to assign the teacher to any teaching, administrative, or counseling position for which the teacher is qualified; or

(3) limit the right of the employer to assign the teacher, as is reasonably necessary, to any school in the district.

HB 198 SECTION 1.

* Sec. 6. AS 14.20.175(b) is amended to read:

(b) A teacher who has acquired tenure rights is subject to nonretention for the following school year only for the following causes:

(1) incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;

(2) immorality, which is defined as the commission of an act which, under the laws of the state, constitutes a crime involving moral turpitude;

(3) substantial noncompliance with the school laws of the state, the regulations or bylaws of the department, the bylaws of the district, or the written rules of the superintendent; [OR]

(4) a necessary reduction of staff, as determined by the school board, occasioned by a decrease in school attendance or a reduction in funds available to the school district.

OS(CRA) SECTION 2.

* Sec. 7. AS 23.40.200(c) is amended to read:

(c) The class in (a)(2) of this section is composed of public utility, snow removal, sanitation and public school and other educational institution employees. Employees in this class may engage in a strike after mediation, subject to the voting requirement of (d) of this section, for a limited time. The limit is determined by the

1 interests of the health, safety or welfare of the public. The public
 2 employer or the labor relations agency may apply to the superior court
 3 in the judicial district in which the strike is occurring for an order
 4 enjoining the strike. A strike may not be enjoined unless it can be
 5 shown that it has begun to threaten the health, safety or welfare of
 6 the public. A court, in deciding whether or not to enjoin the strike,
 7 shall consider the total equities in the particular class. "Total
 8 equities" includes not only the impact of a strike on the public but
 9 also the extent to which employee organizations and public employers
 10 have met their statutory obligations. If an impasse or deadlock still
 11 exists after the issuance of an injunction, the parties shall submit
 12 to arbitration to be carried out under AS 23.40.205 for employees of a
 13 school district or regional educational attendance area and under
 14 AS 09.43.030 for other class (a)(2) employees.

15 * ^{(S(CRA) SECTION 4.} Sec. 8. AS 23.40 is amended by adding a new section to read:

16 Sec. 23.40.205. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A col-
 17 lective bargaining agreement between a school board and an employee
 18 bargaining organization must include a procedure to promptly select an
 19 arbitrator. If the parties are unable to agree on a procedure for the
 20 selection of an arbitrator, the parties shall use the services of and
 21 comply with the procedures of the American Arbitration Association in
 22 the selection of an arbitrator.

23 (b) If an impasse or deadlock has occurred between a school
 24 board and an employee bargaining organization after a strike has been
 25 enjoined, the parties shall submit to last-best-offer package arbitra-
 26 tion. In last-best-offer arbitration under this section, each party
 27 shall submit a final offer on each issue in dispute. Each party may
 28 submit to the arbitrator oral and written evidence in support of its
 29 position, and must be given an opportunity to respond to the

1 presentation of evidence by the other party. The arbitrator may not
 2 propose compromises to points in dispute. At the request of either
 3 party, or on the motion of the arbitrator, the arbitrator may conduct
 4 a public meeting to allow the parties to present and explain their
 5 positions and final offers. A party may not revise its last best
 6 offer after submission to the arbitrator.

7 (c) The arbitrator shall, without modification, adopt the total
 8 package of final offers of one of the parties, and shall issue a final
 9 and binding decision not more than 10 days after the parties have
 10 presented their last best offers.

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

12 (e) In this section, "school board" means the school board of a
 13 borough or city school district or a regional educational attendance
 14 area and the Board of Education for the state boarding school.

15 *CSCCRA) SECTION 5.*

* Sec. 9. AS 23.40.215 is amended by adding a new subsection to read:

16 (c) Notwithstanding (b) of this section, the monetary terms of
 17 an agreement entered into between a school district or regional educa-
 18 tional attendance area and its employees are not subject to approval
 19 by the legislature.

20 *CSCCRA) SECTION 6.*

* Sec. 10. AS 23.40.250(6) is amended to read:

21 (6) "public employee" means any employee of a public em-
 22 ployer, whether or not in the classified service of the public em-
 23 ployer, except elected or appointed officials [OR TEACHERS OR NONCER-
 24 TIFICATED EMPLOYEES OF SCHOOL DISTRICTS];

25 *CSCCRA) SECTION 7.*

* Sec. 11. AS 23.40.250(7) is amended to read:

26 (7) "public employer" means the state or a political subdi-
 27 vision of the state, including without limitation, a municipality
 28 [TOWN, CITY, BOROUGH], district, school district, regional educational
 29 attendance area, board of regents, public and quasi-public

1 corporation, housing authority or other authority established by law,
 2 and a person designated by the public employer to act in its interest
 3 in dealing with public employees;

4 *CS(CRA) SECTION 8.*

* Sec. 12. AS 23.40.250 is amended by adding a new paragraph to read:

5 (9) "regional educational attendance area" means an educa-
 6 tional service area in the unorganized borough that may or may not
 7 include a military reservation, and that contains one or more public
 8 schools of grade levels K - 12 or any portion of those grade levels
 9 that are to be operated under the management and control of a single
 10 regional school board.

11 *CS(CRA) SECTION 10.*

* Sec. 13. AS 14.20.550, 14.20.555, 14.20.560, 14.20.570, 14.20.580,

12 14.20.590, 14.20.600, and 14.20.610 are repealed.

13 *HB 198 - SECTION 2 / HB 199 - SECTION 2 / HB 200 - SECTION 3.*

14 * Sec. 14. The amendments made by secs. 3 - 6 of this Act apply to
 15 teachers first hired by a school district on or after the effective date of
 16 this Act.

17 *CS(CRA) SECTION 9.*

18 * Sec. 15. Nothing in secs. 1, 2, and 7 - 12 of this Act terminates or
 19 modifies a collective bargaining unit, recognition of exclusive bargaining
 20 representative, or collective bargaining agreement if the unit, recogni-
 21 tion, or agreement is in effect on the effective date of this Act.

22 *CS(CRA) SECTION 11.*

23 * Sec. 16. This Act takes effect immediately under AS 01.10.070(c).
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6-0140H,
Cramer
3/23/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act including public school employees in the
7 Public Employment Relations Act as class(a)(2) em-
8 ployees entitled to a limited right to strike; estab-
9 lishing unrevised, uncompromised last-best-offer
10 package arbitration for resolution of the collective
11 bargaining process for public school employees;
12 relating to acquisition of tenure rights, continua-
13 tion of teachers' salaries during collective bargain-
14 ing, and nonretention of teachers; and providing for
15 an effective date."

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

17 * Section 1. AS 14.16.050(a) is amended to read:

18 (a) The following provisions apply with respect to the operation
19 and management of the state boarding school as if it were a school
20 district:

21 (1) requirements relating to school district operations:

22 (A) AS 14.03.030 - 14.03.050 (defining the school
23 term, day in session, and school holidays);

24 (B) AS 14.03.083 - 14.03.140 (miscellaneous provisions
25 applicable to school district operations);

26 (C) regulations adopted by the board under authority
27 of AS 14.07.020(a) that are applicable to school districts and
28 their schools, unless the board specifically exempts the state
29 boarding school from compliance with a regulation;

1 (D) AS 14.12.150 (authorizing school districts to
2 establish and participate in the services of a regional resource
3 center);

4 (E) AS 14.14.050 (imposing the requirement of an
5 annual audit);

6 (F) AS 14.14.110 (authorizing cooperation with other
7 school districts);

8 (G) AS 14.14.130 (directing the employment of a chief
9 school administrator);

10 (H) AS 14.14.140(b) (establishing a prohibition on
11 employment of a relative of the chief school administrator);

12 (I) AS 14.18 (prohibiting discrimination based on sex
13 in public education);

14 (2) requirements relating to state financial assistance for
15 education and the receipt and expenditure of that assistance:

16 (A) AS 14.17.080 (relating to student count esti-
17 mates);

18 (B) AS 14.17.082 (relating to school operating fund
19 balances);

20 (C) AS 14.17.160 - 14.17.220 (setting out the proce-
21 dure for payment of financial assistance, and imposing general
22 requirements and limits on money paid);

23 (3) requirements relating to teacher employment and retire-
24 ment:

25 (A) AS 14.14.105 and 14.14.107 (relating to sick
26 leave);

27 (B) AS 14.20.095 - 14.20.215 (relating to the employ-
28 ment and tenure of teachers);

29 (C) AS 14.20.220 (relating to the salaries of teachers

1 employed);

2 (D) AS 14.20.280 - 14.20.350 (relating to sabbatical
3 leave provisions for teachers);

4 (E) AS 23.40.070 - 23.40.260 [AS 14.20.550 - 14.20.-
5 610] (authorizing collective bargaining, negotiation, and arbi-
6 tration [MEDIATION] by certificated employees), except with
7 regard to teachers who are administrators and except that the
8 board may delegate some or all of its responsibilities under
9 those statutes;

10 (F) AS 14.25 (provisions regarding the teachers' re-
11 tirement system);

12 (4) requirements relating to students and educational pro-
13 grams:

14 (A) AS 14.30.180 - 14.30.350 (relating to educational
15 services for exceptional children);

16 (B) AS 14.30.360 - 14.30.370 (establishing health
17 education program standards);

18 (C) AS 14.30.400 - 14.30.410 (relating to bilingual
19 and bicultural education).

20 * Sec. 2. AS 14.16.070 is amended to read:

21 Sec. 14.16.070. APPLICABILITY OF OTHER LAW. AS 23.40.070 -
22 23.40.260 (Public Employment Relations Act) apply to the employees of
23 the state boarding school [WHO ARE NOT SUBJECT TO AS 14.20].

24 * Sec. 3. AS 14.20.147(b) is amended to read:

25 (b) When a school operated by a federal agency is transferred to
26 or absorbed into a new or existing school district the teachers shall
27 also be transferred if mutually agreed by the teacher or teachers and
28 the school board of the new or existing district. A teacher trans-
29 ferred from a federal agency school that [, WHICH] does not have an

1 official salary schedule or teacher tenure in the same manner as a
2 public school district in the state [,] shall be placed on a position
3 on the salary schedule of the absorbing district; the salary may not
4 be less than the teacher would have received in the federal agency
5 school. If the teacher taught five [TWO] or more years in the federal
6 agency school and, at the time of transfer, had a valid Alaska teach-
7 ing certificate, that teacher shall be placed on tenure in the absorb-
8 ing district.

9 * Sec. 4. AS 14.20.150 is amended to read:

10 Sec. 14.20.150. ACQUISITION OF TENURE RIGHTS. (a) A teacher
11 acquires tenure rights in a district when the teacher

12 (1) possesses a standard teaching certificate;

13 (2) has been employed as a teacher in the same district
14 continuously for five [TWO] full school years and is reemployed for
15 the school year immediately following the five [TWO] full school
16 years.

17 (b) The tenure rights acquired under (a) of this section become
18 effective on the first day the teacher performs teaching services in
19 the district during the school year immediately following the five
20 [TWO] full school years.

21 * Sec. 5. AS 14.20.158 is amended to read:

22 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. Continuation of
23 the provisions of a teacher's contract under AS 14.20.145 or 14.20.155
24 does not

25 (1) require that an employer increase the salary paid the
26 teacher from the salary paid under the contract, notwithstanding any
27 increase in the teacher's years of experience or education earned
28 since the expiration of the contract [AFFECT THE ALTERATION OF THE
29 TEACHER'S SALARY IN ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY

1 STATE LAW, OR IN ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO
2 ALL TEACHERS IN THE DISTRICT AND ADOPTED BY BYLAWS];

3 (2) limit the right of the employer to assign the teacher
4 to any teaching, administrative, or counseling position for which the
5 teacher is qualified; or

6 (3) limit the right of the employer to assign the teacher,
7 as is reasonably necessary, to any school in the district.

8 * Sec. 6. AS 14.20.175(b) is amended to read:

9 (b) A teacher who has acquired tenure rights is subject to
10 nonretention for the following school year only for the following
11 causes:

12 (1) incompetency, which is defined as the inability or the
13 unintentional or intentional failure to perform the teacher's custom-
14 ary teaching duties in a satisfactory manner;

15 (2) immorality, which is defined as the commission of an
16 act which, under the laws of the state, constitutes a crime involving
17 moral turpitude;

18 (3) substantial noncompliance with the school laws of the
19 state, the regulations or bylaws of the department, the bylaws of the
20 district, or the written rules of the superintendent; [OR]

21 (4) a necessary reduction of staff, as determined by the
22 school board, occasioned by a decrease in school attendance or a
23 reduction in funds available to the school district.

24 * Sec. 7. AS 23.40.200(c) is amended to read:

25 (c) The class in (a)(2) of this section is composed of public
26 utility, snow removal, sanitation and public school and other educa-
27 tional institution employees. Employees in this class may engage in a
28 strike after mediation, subject to the voting requirement of (d) of
29 this section, for a limited time. The limit is determined by the

1 interests of the health, safety or welfare of the public. The public
2 employer or the labor relations agency may apply to the superior court
3 in the judicial district in which the strike is occurring for an order
4 enjoining the strike. A strike may not be enjoined unless it can be
5 shown that it has begun to threaten the health, safety or welfare of
6 the public. A court, in deciding whether or not to enjoin the strike,
7 shall consider the total equities in the particular class. "Total
8 equities" includes not only the impact of a strike on the public but
9 also the extent to which employee organizations and public employers
10 have met their statutory obligations. If an impasse or deadlock still
11 exists after the issuance of an injunction, the parties shall submit
12 to arbitration to be carried out under AS 23.40.205 for employees of a
13 school district or regional educational attendance area and under
14 AS 09.43.030 for other class (a)(2) employees.

15 * Sec. 8. AS 23.40 is amended by adding a new section to read:

16 Sec. 23.40.205. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A col-
17 lective bargaining agreement between a school board and an employee
18 bargaining organization must include a procedure to promptly select an
19 arbitrator. If the parties are unable to agree on a procedure for the
20 selection of an arbitrator, the parties shall use the services of and
21 comply with the procedures of the American Arbitration Association in
22 the selection of an arbitrator.

23 (b) If an impasse or deadlock has occurred between a school
24 board and an employee bargaining organization after a strike has been
25 enjoined, the parties shall submit to last-best-offer package arbitra-
26 tion. In last-best-offer arbitration under this section, each party
27 shall submit a final offer on each issue in dispute. Each party may
28 submit to the arbitrator oral and written evidence in support of its
29 position, and must be given an opportunity to respond to the

1 presentation of evidence by the other party. The arbitrator may not
2 propose compromises to points in dispute. At the request of either
3 party, or on the motion of the arbitrator, the arbitrator may conduct
4 a public meeting to allow the parties to present and explain their
5 positions and final offers. A party may not revise its last best
6 offer after submission to the arbitrator.

7 (c) The arbitrator shall, without modification, adopt the total
8 package of final offers of one of the parties, and shall issue a final
9 and binding decision not more than 10 days after the parties have
10 presented their last best offers.

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

12 (e) In this section, "school board" means the school board of a
13 borough or city school district or a regional educational attendance
14 area and the Board of Education for the state boarding school.

15 * Sec. 9. AS 23.40.215 is amended by adding a new subsection to read:

16 (c) Notwithstanding (b) of this section, the monetary terms of
17 an agreement entered into between a school district or regional educa-
18 tional attendance area and its employees are not subject to approval
19 by the legislature.

20 * Sec. 10. AS 23.40.250(6) is amended to read:

21 (6) "public employee" means any employee of a public em-
22 ployer, whether or not in the classified service of the public em-
23 ployer, except elected or appointed officials [OR TEACHERS OR NONCER-
24 TIFICATED EMPLOYEES OF SCHOOL DISTRICTS];

25 * Sec. 11. AS 23.40.250(7) is amended to read:

26 (7) "public employer" means the state or a political subdi-
27 vision of the state, including without limitation, a municipality
28 [TOWN, CITY, BOROUGH], district, school district, regional educational
29 attendance area, board of regents, public and quasi-public

1 corporation, housing authority or other authority established by law,
2 and a person designated by the public employer to act in its interest
3 in dealing with public employees;

4 * Sec. 12. AS 23.40.250 is amended by adding a new paragraph to read:

5 (9) "regional educational attendance area" means an educa-
6 tional service area in the unorganized borough that may or may not
7 include a military reservation, and that contains one or more public
8 schools of grade levels K - 12 or any portion of those grade levels
9 that are to be operated under the management and control of a single
10 regional school board.

11 * Sec. 13. AS 14.20.550, 14.20.555, 14.20.560, 14.20.570, 14.20.580,
12 14.20.590, 14.20.600, and 14.20.610 are repealed.

13 * Sec. 14. The amendments made by secs. 3 - 6 of this Act apply to
14 teachers first hired by a school district on or after the effective date of
15 this Act.

16 * Sec. 15. Nothing in secs. 1, 2, and 7 - 12 of this Act terminates or
17 modifies a collective bargaining unit, recognition of exclusive bargaining
18 representative, or collective bargaining agreement if the unit, recogni-
19 tion, or agreement is in effect on the effective date of this Act.

20 * Sec. 16. This Act takes effect immediately under AS 01.10.070(c).
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6-0140I
Cramer
4/28/89

B

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to continuation of the provisions of
7 certain terms of a teacher's expired contract and to
8 teacher layoffs; including public school employees in
9 the Public Employment Relations Act as class(a)(2)
10 employees entitled to a limited right to strike;
11 establishing unrevised, uncompromised last-best-offer
12 package arbitration for resolution of the collective
13 bargaining process for public school employees; and
14 providing for an effective date."

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

16 * Section 1. SALARY INCREASES DURING NEGOTIATIONS. (a) Notwithstand-
17 ing AS 14.20.158, when a teacher is entitled to a salary increase under the
18 terms of a previous contract that has expired, the employer, while the
19 parties are negotiating a successor contract, shall pay the amount of the
20 increase, and the cost of benefits based on the increase, into an escrow
21 account. Disposition of funds in the escrow account shall be determined
22 under the successor collective bargaining agreement negotiated by the
23 employer and the employee bargaining organization.

24 (b) In this section

25 (1) "employer" means the school board or superintendent that
26 appoints the teachers;

27 (2) "school board" has the meaning given in AS 14.60.010 and
28 includes the State Board of Education with respect to teachers at the state
29 boarding school; and

1 (3) "teacher" has the meaning given in AS 14.20.215.

2 * Sec. 2. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
3 40.250(6), the certificated and noncertificated employees of a school
4 district are considered public employees for purposes of AS 23.40.070 -
5 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
6 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

7 (b) The certificated and noncertificated employees of a school dis-
8 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
9 standing AS 23.40.200(c), in a dispute between a school board of a school
10 district and an employee bargaining organization, if an impasse or deadlock
11 exists after the issuance of an injunction, the parties shall submit to
12 arbitration to be carried out under sec. 3 of this Act.

13 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
14 ment entered into between a school district and its employees are not
15 subject to approval by the legislature.

16 * Sec. 3. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
17 ing agreement between a school board and an employee bargaining organiza-
18 tion must include a procedure to promptly select an arbitrator. If the
19 parties are unable to agree on a procedure for the selection of an arbitra-
20 tor, the parties shall use the services of and comply with the procedures
21 of the American Arbitration Association in the selection of an arbitrator.

22 (b) If an impasse or deadlock has occurred between a school board and
23 an employee bargaining organization after a strike has been enjoined, the
24 parties shall submit to last-best-offer package arbitration. In last-
25 best-offer arbitration under this section, each party shall submit a final
26 offer on each issue in dispute. Each party may submit to the arbitrator
27 oral and written evidence in support of its position, and must be given an
28 opportunity to respond to the presentation of evidence by the other party.
29 The arbitrator may not propose compromises to points in dispute. At the

1 request of either party, or on the motion of the arbitrator, the arbitrator
2 may conduct a public meeting to allow the parties to present and explain
3 their positions and final offers. A party may not revise its last best
4 offer after submission to the arbitrator.

5 (c) The arbitrator shall, without modification, adopt the total
6 package of final offers of one of the parties, and shall issue a final and
7 binding decision not more than 10 days after the parties have presented
8 their last best offers.

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

10 (e) In this section, "school board" means the school board of a
11 school district and the Board of Education for the state boarding school.

12 * Sec. 4. TEACHER LAYOFF. (a) A school district may adopt procedures
13 to lay off teachers in the event of a financial exigency. If a school
14 district determines that it is faced with a probable financial exigency, it
15 shall apply to the office of management and budget in the Office of the
16 Governor for a verification of financial exigency. The office shall inves-
17 tigate the financial circumstances of the school district. The office
18 shall issue its decision whether or not a financial exigency exists within
19 30 days after receipt of the request for a verification from the school
20 district. If the office verifies that a financial exigency exists in the
21 school district, the school district may lay off teachers under this sec-
22 tion.

23 (b) Before applying to the office of management and budget under (a)
24 of this section, a school district shall consider the alternatives avail-
25 able to it to resolve the emergency, including considering changing the
26 district's budget plan, using the district's fund balances, cost savings
27 from voluntary attrition, and other reasonable cost saving measures.

28 (c) A teacher on layoff status does not accrue leave. Time spent on
29 layoff status does not count toward the acquisition of tenure rights.

1 However, layoff status does not constitute a break in service for

- 2 (1) determining eligibility for tenure;
3 (2) retaining acquired tenure rights; or
4 (3) retaining accrued sick leave.

5 (d) Layoffs under this section shall be based on the program needs of
6 the school district as determined by

- 7 (1) the parties in a collective bargaining agreement;
8 (2) the school district's policy when the employees have de-
9 clined to negotiate layoff procedures; or
10 (3) district-wide seniority when a financial exigency is ver-
11 ified and no other policy is in place.

12 (e) In this section,

13 (1) "financial exigency" means a temporary, financial emergency
14 or crisis that is of sufficient magnitude and immediacy that employee
15 layoff is the only reasonable choice available to the school board to
16 resolve the emergency;

17 (2) "layoff" means the temporary suspension of employment during
18 a period of financial exigency for the school district.

19 * Sec. 5. DEFINITIONS. (a) The definitions set out in AS 23.40.250
20 apply to secs. 2 - 5 of this Act.

21 (b) In secs. 2 - 5 of this Act, "school district" means a municipal
22 school district or a regional educational attendance area; in this sub-
23 section "regional educational attendance area" means an educational service
24 area in the unorganized borough that may or may not include a military
25 reservation, and that contains one or more public schools of grade levels
26 K - 12 or any portion of those grade levels that are to be operated under
27 the management and control of a single regional school board.

28 * Sec. 6. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
29 AS 14.16.050(a)(3)(E), in the operation and management of the state

1 boarding school, secs. 2(a), 2(b), and 3 - 5 of this Act apply to collec-
2 tive bargaining and negotiation by certificated employees. Notwithstanding
3 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
4 apply to the employees of the state boarding school who are not subject to
5 secs. 2(a), 2(b), and 3 - 5 of this Act.

6 (* Sec. 7. This Act is repealed June 30, 1993.)

7 * Sec. 8. Nothing in this Act terminates or modifies a collective bar-
8 gaining unit, recognition of exclusive bargaining representative, or col-
9 lective bargaining agreement if the unit, recognition, or agreement is in
10 effect on the effective date of this Act.

11 * Sec. 9. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
12 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
13 July 1, 1993.

14 * Sec. 10. This Act takes effect immediately under AS 01.10.070(c).
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6-0140G ✓
Cramer
4/28/89

Original sponsors: Duncan, Zharoff,
Kerttula, et al.

Arbitration

1 IN THE SENATE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2 CS FOR SENATE BILL NO. 15 (HESS)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 SIXTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to continuation of the provisions of
7 certain terms of a teacher's expired contract, nonre-
8 tention of teachers, and teacher layoffs; including
9 public school employees in the Public Employment
10 Relations Act as class(a)(2) employees entitled to a
11 limited right to strike; establishing unrevised,
12 uncompromised last-best-offer package arbitration for
13 resolution of the collective bargaining process for
14 public school employees; and providing for an effec-
15 tive date."

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

17 * Section 1. AS 14.20.158 is amended to read:

18 Sec. 14.20.158. CONTINUED CONTRACT PROVISIONS. When [CONTINUA-
19 TION OF] the provisions of a teacher's contract are continued under
20 AS 14.20.145 or 14.20.155, the salary paid to a teacher before new
21 contract terms are agreed upon shall be determined by the salary
22 schedule set out in the prior contract based on the teacher's years of
23 experience and education as of the beginning of the prior school year.
24 Continuation of the contract terms under those sections does not limit
25 the right of the employer to

26 (1) [AFFECT THE ALTERATION OF THE TEACHER'S SALARY IN
27 ACCORDANCE WITH THE SALARY SCHEDULE PRESCRIBED BY STATE LAW, OR IN
28 ACCORDANCE WITH A LOCAL SALARY SCHEDULE APPLICABLE TO ALL TEACHERS IN
29 THE DISTRICT AND ADOPTED BY BYLAWS;

1 (2) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the teacher
2 to any teaching, administrative, or counseling position for which the
3 teacher is qualified; or

4 (2) [(3) LIMIT THE RIGHT OF THE EMPLOYER TO] assign the
5 teacher, as is reasonably necessary, to any school in the district.

6 * Sec. 2. AS 14.20.175(b) is amended to read:

7 (b) A teacher who has acquired tenure rights is subject to
8 nonretention for the following school year only for the following
9 causes:

10 (1) incompetency, which is defined as the inability or the
11 unintentional or intentional failure to perform the teacher's custom-
12 ary teaching duties in a satisfactory manner;

13 (2) immorality, which is defined as the commission of an
14 act which, under the laws of the state, constitutes a crime involving
15 moral turpitude;

16 (3) substantial noncompliance with the school laws of the
17 state, the regulations or bylaws of the department, the bylaws of the
18 district, or the written rules of the superintendent; or

19 (4) a necessary reduction of staff, as determined by the
20 school board, occasioned by a decrease in school attendance or by a
21 reduction in funds available to the school district.

22 * Sec. 3. APPLICATION OF PERA TO SCHOOLS. (a) Notwithstanding AS 23.-
23 40.250(6), the certificated and noncertificated employees of a school
24 district are considered public employees for purposes of AS 23.40.070 -
25 23.40.260. Notwithstanding AS 23.40.250(7), a school district is con-
26 sidered a public employer for purposes of AS 23.40.070 - 23.40.260.

27 (b) The certificated and noncertificated employees of a school dis-
28 trict are considered class (a)(2) employees under AS 23.40.200. Notwith-
29 standing AS 23.40.200(c), in a dispute between a school board of a school

1 district and an employee bargaining organization, if an impasse or deadlock
2 exists after the issuance of an injunction, the parties shall submit to
3 arbitration to be carried out under sec. 4 of this Act.

4 (c) Notwithstanding AS 23.40.215(b), the monetary terms of an agree-
5 ment entered into between a school district and its employees are not
6 subject to approval by the legislature.

7 (d) Nothing in this Act or in AS 23.40.070 - 23.40.260 may be con-
8 strued as an abrogation or delegation of the legal responsibilities, pow-
9 ers, and duties of the school board, including its right to make final
10 decisions on policies.

11 * Sec. 4. ARBITRATION FOR SCHOOL EMPLOYEES. (a) A collective bargain-
12 ing agreement between a school board and an employee bargaining organiza-
13 tion must include a procedure to promptly select an arbitrator. If the
14 parties are unable to agree on a procedure for the selection of an arbitra-
15 tor, the parties shall use the services of and comply with the procedures
16 of the American Arbitration Association in the selection of an arbitrator.

17 (b) If an impasse or deadlock has occurred between a school board and
18 an employee bargaining organization after a strike has been enjoined, the
19 parties shall submit to last-best-offer package arbitration. A party may
20 not submit an offer as part of its package to the arbitrator unless the
21 offer was presented to the other party during the collective bargaining
22 negotiations. After each party has submitted its package to the arbitra-
23 tor, the arbitrator shall allow each party a reasonable time to modify its
24 package in response to the offer of the other party. Each party may submit
25 to the arbitrator oral and written evidence in support of its position, and
26 must be given an opportunity to respond to the presentation of evidence by
27 the other party. The arbitrator may not propose compromises to points in
28 dispute. At the request of either party, or on the motion of the arbitra-
29 tor, the arbitrator may conduct a public meeting to allow the parties to

1 present and explain their positions and final offers. A party may not
2 revise its last best offer after submission to the arbitrator.

3 (c) The arbitrator shall, without modification, adopt the total
4 package of final offers of one of the parties, and shall issue a final and
5 binding decision not more than 10 days after the parties have submitted
6 evidence to the arbitrator in support of their positions or after the
7 public meeting on the issue, whichever is later.

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

9 (e) In this section, "school board" means the school board of a
10 school district and the Board of Education for the state boarding school.

11 * Sec. 5. TEACHER LAYOFF. (a) If the arbitrator's decision under sec.
12 3 of this Act increases the cost to the school district of certificated
13 employee salaries, benefits, or both, from the cost of those items as
14 proposed in the school board's last best offer, the school board has the
15 right to lay off certificated employees at any time during the term of the
16 collective bargaining agreement. To exercise its layoff rights, the school
17 board must give a certificated employee, whether tenured or nontenured, at
18 least 10 calendar days' notice of the layoff and the termination of the
19 employee's contract.

20 (b) The school board may not exercise the layoff right under this
21 section arbitrarily or capriciously.

22 (c) A teacher on layoff status is not entitled to be reemployed under
23 AS 14.20.145. A teacher on layoff status does not accrue leave. Time
24 spent on layoff status does not count toward the acquisition of tenure
25 rights. However, layoff status does not constitute a break in service for

- 26 (1) determining eligibility for tenure;
27 (2) retaining acquired tenure rights; or
28 (3) retaining accrued sick leave.

29 * Sec. 6. DEFINITIONS. (a) The definitions set out in AS 23.40.250

1 apply to secs. 3 - 7 of this Act.

2 (b) In secs. 3 - 7 of this Act, "school district" means a municipal
3 school district or a regional educational attendance area; in this sub-
4 section "regional educational attendance area" means an educational service
5 area in the unorganized borough that may or may not include a military
6 reservation, and that contains one or more public schools of grade levels
7 K - 12 or any portion of those grade levels that are to be operated under
8 the management and control of a single regional school board.

9 * Sec. 7. APPLICATION TO THE STATE BOARDING SCHOOL. Notwithstanding
10 AS 14.16.050(a)(3)(E), in the operation and management of the state board-
11 ing school, secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act apply to collec-
12 tive bargaining and negotiation by certificated employees. Notwithstanding
13 AS 14.16.070, AS 23.40.070 - 23.40.260 (Public Employment Relations Act)
14 apply to the employees of the state boarding school who are not subject to
15 secs. 3(a), 3(b), 3(d), and 4 - 6 of this Act.

16 * Sec. 8. This Act is repealed June 30, 1993.

17 * Sec. 9. Nothing in this Act terminates or modifies a collective bar-
18 gaining unit, recognition of exclusive bargaining representative, or col-
19 lective bargaining agreement if the unit, recognition, or agreement is in
20 effect on the effective date of this Act.

21 * Sec. 10. The operation of AS 14.20.550, 14.20.555, 14.20.560, 14.20.-
22 570, 14.20.580, 14.20.590, 14.20.600, and 14.20.610 is suspended until
23 July 1, 1993.

24 * Sec. 11. This Act takes effect immediately under AS 01.10.070(c).
25
26
27
28
29

S B

15

FILE 2

JUNEAU EMPIRE

WILLIAM S. MORRIS III
Publisher

JEFFREY A. WILSON

Tues
3/21/89

If it isn't broke, why try to fix it?

If it isn't broken, don't fix it. That's the attitude the Alaska Legislature should have as it takes up a proposal to change how teacher contract disputes are handled in Alaska.

Currently, teachers are not allowed to strike and do not have access to binding arbitration to settle contract disputes, only mediation or non-binding arbitration; in which a settlement is proposed by a third party but does not have to be followed. Teachers say this prevents them from any real "finality" in ending disputes, which often drag on for months and sometimes even years.

Administrators and school boards disagree with the teachers' position. They say salaries represent the lion's share of school budgets — 88 percent goes to salaries and benefits in Juneau — and to put that in the hands of an outside arbitrator is unacceptable to them. They also believe that teachers might be less inclined to bargain in good faith if they know the dispute would ultimately go to binding arbitration if an agreement isn't reached.

Sen. Jim Duncan, D-Juneau, has been involved in the issue for more than a decade. He has sponsored a compromise bill that would place teachers under the state Public Employees Relations Act as Class 2

ISSUE: Teacher bargaining system up for revamping

employees. By doing that, teachers would be allowed to strike unless a judge finds that it is hurting students. The dispute could then go to an arbitrator, who would choose between the last, best offers of the teachers and of the school district. That arbitrator's decision would be binding.

School districts oppose the compromise, citing statistics from the Lower 48 that show teachers there have won most disputes involving binding arbitration. Other officials see it as a "disaster" for districts because of alleged difficulty in holding down salary costs through arbitration. That is a special concern to some areas, including Juneau, that are near the state-mandated maximum amount of local money they can contribute to school budgets. Officials say any increase in salaries or benefits for teachers could not come from a local tax increase and is unlikely to come from either the state or federal governments in this time of austerity.

Teachers, on the other hand, say the negotiation process as it now stands doesn't work and something needs to be done to fix it. They would prefer to be designated Class 1 employees, meaning they would not be entitled to strike but would have access to binding arbitration.

They believe both sides are overstating their cases. While the compromise now in the Senate is unlikely to be the "disaster" district officials predict, neither is the current system unworkable, as teachers claim.

In fact, the current system seems to have worked well. As a district have been able to afford it, Alaska teachers have become among the highest-paid in the nation. That's a point of pride for many Alaskans, who want well-paid professionals teaching their children.

As budgets have become tighter, some districts have been forced to cut back. The current system has allowed that. The result has been unhappiness on the part of many teachers when their pocketbooks were hit, but it is important to understand that school districts have no means whatsoever of raising money. They rely solely on the local government and state — with a little from the federal government — for their funding. With that money, they have to pay salaries and benefits, buy supplies and fuel, pay for busing and operate the area's schools.

If the school district doesn't have the money for teachers' raises, binding arbitration is not going to produce it. That money has to be cut from other parts of the budget. Under the current system, the district and teachers have to face that reality together. Binding arbitration only injects a third party, who has to choose between one side or the other.

If the Alaska Legislature is determined to change the way teacher disputes are handled in Alaska, the compromise now in the Senate is a reasonable way to do that.

But the larger question remains: If the current system works, why fix it?

School board president expresses concerns about binding arbitration

To the editor:

An open letter to my constituents on the Kenai Peninsula:
Subject: Binding arbitration for the teaching staff of our schools, via Senate Bill 15.

My concern: It is my view that the union has not only convinced the Legislature of their need, but in doing so will effectively and legally interfere in the operation of your local government. As an example, Mayor Tom Fink of Anchorage is now desperately trying to get a handle on runaway salaries, salaries that have soared since the implementation of binding arbitration.

Solution: SB 15 will be heard in Senate HESS this Friday, April 28. It is imperative that you share your views concerning this issue with Sen. Fischer prior to that date. Your public opinion messages can make the difference. The union is well organized and well represented. Now it is the voice of the electorate that must be heard. In Soldotna, phone 262-9463; in Homer, 235-7878.

Two years ago, during the negotiations then taking place, our taxpayers on the Kenai Peninsula were vocal and assertive in their goals concerning school staff wages. I find it hard to believe that these same folks will approve the notion of binding arbitration that will remove control from the locally elected school board and give that control to a disinterested outside third party. That is what we face with SB 15. To quote Andy Warwick from the Fairbanks Daily News-Miner, "If the public does not tell the Legislature no, bind arb is, as they say, a 'done deal.'" And, monetary issues are not all that would be addressed, even school policy could go to an arbiter.

I believe it also noteworthy that the railroad cities have formed a coalition in opposition to binding arbitration, that was presented in person by Heather Flynn, of the Municipality of Anchorage. The Ketchikan Chamber of Commerce, the Anchorage Chamber of Commerce, the Alaska School Administrators, the Alaska Women's Club and the Alaska Association of School Boards have all gone on record in opposition to binding arbitration.

Still, the Legislature does not appear to be listening. Constituents must speak out. The key issue that the tax-paying, voting public must be aware of is that binding arbitration is not an acceptable concept in our representative form of government, it is incompatible with our democratic system and is, in my view, an unconstitutional delegation of the school boards' authority to a third party who is not responsible or accountable to the public.

Please make your views known, not only to Sen. Fischer, but also Rep. Mike Navarre and Rep. C.E. Swackhammer.

Mildred M. Martin
Homer

(The writer is the president of the Kenai Peninsula Board of Education - Editor.)

TELECONFERENCE PARTICIPATION

SPONSOR _____

DATE/TIME _____

SUBJECT _____

LIO'S

(moderator)

	TESTIFY	OBSERVE	TESTIFY	OBSERVE
ANCHORAGE ()	6-8		PETERSBURG * ()	
BARROW * ()	1		SITKA ()	
BETHEL ()			SOLDOTNA ()	4
DELTA JUNCTION * ()			VALDEZ * ()	1
DILLINGHAM * ()	5		LTC'S	
FAIRBANKS ()	4		HOMER ()	1
GLENNALLEN * ()	1		WRANGELL ()	1 Mrs. Willy Gamble
JUNEAU ()			OFFNETS	
KETCHIKAN ()	3		OFF1 ()	NENANA MS. Terry Irwin
KODIAK ()	1		OFF2	
KOTZEBUE ()			OFF3	
MAT-SU ()	1		OFF4	
NOME ()			OFF5	
			OFF6	

VTS'S ON BACK

* SESSION ONLY

VTS'S	U	T	O	TOT:	VTS'S	U	T	O	TOT:
AKK - Akhiok					KLA - Klawock				
AMB - Ambler					LAB - Larson Bay				
ANA - Anaktuvuk Pass					MEN - Mentasta Lake				
AND - Anderson					MES - Mentasta Lodge				
ANG - Angoon					MET - Metlakatla				
CAN - Cantwell					MOS - Mosquito Lake				
CHG - Chignik					NAK - Naknek				
CHL - Chignik Lake					NEN - Nenana				
CHN - Chiniak					NEW - Newhalen				
CHS - Chistochina					NOR - Norvik				
CHI - Chitina					NPT - North Pole				
COP - Copper Center					NOW - Northway				
COR - Cordova					OUZ - Ouzinkie				
CRA - Craig					PEL - Pelican				
DOT - Dot Lake					PTH - Point Hope				
EAG - Eagle					PTL - Port Lions				
FTV - Fort Yukon					STP - Saint Paul				
GAK - Gakona					SAV - Savoonga				
GAL - Galena					SLW - Selawik				
GAM - Gambell					SEW - Seward				
HNS - Haines					SHS - Shishmarek				
HEA - Healy					SKG - Skagway				
HOO - Hoonah					SLA - Slana				
HPB - Hooper Bay					TOG - Togiak				
HYD - Hydaberg					TOK - Tok				
HYR - Hyder					UNK - Unalakleet				
KAK - Kake					UAK - Unalaska				
KAT - Kaktovik					WAI - Wainwright				
KAU - Karluk					YAK - Yakutat				
KEN - Kenny Lake									

Testimony on CS-SB 15

Hearing in Finance 9:00 AM 5-5-89

Please excuse me for not getting my testimony in sooner. I had assumed that this critical hearing would have been linked to a teleconference. I feel very strong on this issue and feel my testimony will be echoed by many intimidated and beleaguered private sector grass roots level taxpayers.

With the ever shrinking economy, the racketeering element in the unionized sector, are putting increasing pressure on the taxpayer and his shrinking income. The grassroots level taxpayer, who is on the endangered specie list, only has one thin line of defense, that is his elected officials, the school boards, council members etc.. CS-SB 15 would not only weaken our only line of defense, it would virtually remove it. With mandated binding arbitration the taxpayer and his front line defense would be open to unconscionable intimidation and pressure.

Collective bargaining is as American as apple pie. Unionized or not, intimidation and its resultant terrorism is not.

Our legislative system is in place to protect the disadvantaged private sector taxpayer. I implore you, say emphatically NO TO CS-SB 15 OR ANY form of binding arbitration. Do not destroy the last vestige of fairness and equity in the collective

bargaining process.

Fred Parkin
P.O. Box 60183 Fairbanks, AK 99706

AL 701 - 7471

STATE OF ALASKA
1989 LEGISLATIVE SESSION

Bill Version: **CS 83 15 (HESS)**

Publiah Date: **4/29/89**

FISCAL NOTE

REQUEST:

Revision Date	05/01/89	Agency Affected:	Alaska Court System
Title:	An Act Including public school employees in PERA	BRU:	Trial Courts
Sponsor:	Duncan, Zharoff, Korttula	Components:	
Requestor:	HESS		

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94

REVENUE	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94

FUNDING: (Thousands of Dollars)

General Funds	0.0	0.0	0.0	0.0	0.0	0.0
Federal Funds						
Other						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

POSITIONS:

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

No fiscal impact.

Prepared by: Jan Strandberg, General Counsel

Division: Alaska Court System

Phone: 284-8228

Date: 05/01/89

Approved by: Arthur H. Snowden, II, Administrative Director

Agency: Alaska Court System

Date: 05/01/89

Distribution (by preparer):

Legislative Finance

Legislative Sponsor

Requestor

Office of Management & Budget

Impacted Agency(ies)

STATE OF ALASKA 1989 LEGISLATIVE SESSION
FISCAL NOTE

REQUEST:
 Bill Version: CS SB 15 (C&RA)
 Publish Date: 3/10/89
 Revision Date:
 Title: An act including public school employees in the PERA
 Agency Affected: Alaska Court System
 BRU: Trial Courts
 Sponsor: Duncan, Zharoff, Kerttula... Components:
 Requestor: C & RA

EXPENDITURES/REVENUES:		(Thousands of Dollars)				
OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
Personal Services
Travel
Contractual
Supplies
Equipment
Land & Structures
Grants & Claims
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL
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REVENUE
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FUNDING:		(Thousands of Dollars)				
General Funds	0.0	0.0	0.0	0.0	0.0	0.0
Federal Funds
Other
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

POSITIONS:	
Full-time
Part-time
Temporary

ANALYSIS: (Attach a separate page if necessary)

No fiscal impact.

Prepared by: *Jan Strandberg* Jan Strandberg, General Counsel
 Division: Alaska Court System
 Phone: 264-8228
 Date: 03/13/89
 Approved by: *Stephanie Cole, for* Arthur H. Snowden, II, Administrative Director
 Agency: Alaska Court System
 Date: 03/13/89

- Distribution (by preparer):
- Legislative Finance
 - Legislative Sponsor
 - Requestor
 - Office of Management & Budget
 - Impacted Agency(ies)

STATE OF ALASKA
1989 LEGISLATIVE SESSION

BILL VERSION: CSSB 15 (C&RA)

PUBLISH DATE: _____

FISCAL NOTE

REQUEST:

Revision Date: _____
 Title: "An Act including public school employees in the Public Employment Relations Act..."
 Sponsor: Duncan, Zharoff, et al.
 Requestor: Senate Community & Regional Affairs

Agency Affected: Labor
 BRU: Labor Standards & Safety

Components: Wage & Hour

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES		64.4	64.4	64.4	64.4	64.4
TRAVEL		12.5	12.5	12.5	12.5	12.5
CONTRACTUAL		25.0	25.0	25.0	25.0	25.0
SUPPLIES		0.7	0.7	0.7	0.7	0.7
EQUIPMENT		2.4	0.0	0.0	0.0	0.0
LAND&STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	105.0	102.6	102.6	102.6	102.6

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND		105.0	102.6	102.6	102.6	102.6
FEDERAL FUNDS						
OTHER						
TOTAL	0.0	105.0	102.6	102.6	102.6	102.6

POSITIONS:

FULL-TIME		1.0	1.0	1.0	1.0	1.0
PART-TIME		1.0	1.0	1.0	1.0	1.0
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Prepared by: Tom Stuart *Tom Stuart by AS* Phone: 264-2452
 Division: Labor Standards & Safety Date: 3/15/89
 Approved by Commissioner: Jim Sampson *JS* Date: 3/15/89
 Agency: Department of Labor

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

Fiscal Note Analysis
for
CSSB 15 (C&RA)
"An Act including public school employees ..."

Under this bill, the Department of Labor will act as the Labor Relations Agency for all school districts in the state and be responsible for investigation of representation petitions, determination of appropriate units for collective bargaining purposes, monitoring elections and holding representation hearings.

Additionally, upon expiration of the contracts of the certificated employees who currently are covered for collective bargaining under Title 14 "Compiled School Law," a number of challenges to the representation by current employee unions can be expected. Such challenge activity, which includes investigation of petitions and all the other functions of organization, would also have to be handled by the agency. This activity is currently administered by the school boards affected.

One wage & hour investigator, located in Anchorage, will be required to conduct the investigations, monitor the elections, and hold informal hearings. In addition, one part-time clerical position will be required to provide technical support for the investigator.

In addition to the costs associated with the wage & hour investigator and clerical support position, there would be additional costs for legal support (\$10.0) and printing (\$1.5).

Line item costs for FY 90 would be as follows:

Personal Services	\$64.4
Travel	12.5
Contractual Svcs.	25.0
Commodities	.7
Equipment	<u>2.4</u>
	105.0

Of these costs, only the equipment cost of \$2.4 would be a one-time item.

Position Title Wage & Hour Investigator II		No. of Positions 1	Range/Step 18A	Barg. Unit GGU
Time Status PFT	Staff Months 12	Location Anchorage		Election District
Justification				
Type of Expenditure			Amount	
1	2	3		
Salary	\$37,356			
Benefits	13,735			
Premium Pay				
Other				
Total Personal Services		\$51,091		
Travel		12,500		
Contractual		9,282		
Commodities		350		
Equipment		1,200		
Other				
Total Cost		\$74,423		
Funding Source for Total Cost				
Federal Receipts	1002			
G. F. Match	1003			
General Fund	1004	\$74,423		
GF Program Receipts	1005			
Other				

This position will conduct investigations and informal hearings of unfair labor practice complaints filed with this agency. The position will be responsible for monitoring school district representation elections and assisting school districts in complying with state and federal labor relations laws. The investigator will travel extensively throughout the state performing these investigations, hearings, and monitoring functions.

Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair, cabinets, etc.

**Request For
New Position**

Agency Labor
 BRU Labor Standards & Safety
 Component Wage & Hour

Page 3 of 4
 Revised Date

FY 89

Position Title Clerk Typist III			No. of Positions 1	Range/Step 8A	Barg. Unit GGU
Time Status PPT	Staff Months 6		Location Anchorage		Election District
Type of Expenditure			Justification		
		Amount	<p>This position will provide clerical support (typing, answering telephone, mail handling, etc.) for the wage & hour investigator.</p> <p>Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair cabinets, etc.</p>		
1	2	3			
Salary	\$9,786				
Benefits	3,534				
Premium Pay					
Other					
Total Personal Services		\$13,320			
Travel		0			
Contractual		4,253			
Commodities		350			
Equipment		1,200			
Other					
Total Cost		\$19,123			
Funding Source for Total Cost					
Federal Receipts	1002				
G. F. Match	1003				
General Fund	1004	\$19,123			
GF Program Receipts	1005				
Other					

**Request For
New Position**

Agency Labor
 BRU Labor Standards & Safety
 Component Wage & Hour

Page 4 of 4
 Revised Date

FY 89

STATE OF ALASKA
1989 LEGISLATIVE SESSION

BILL VERSION: SB 15
PUBLISH DATE: _____

FISCAL NOTE

REQUEST:

Revision Date: _____ Agency Affected: Labor
 Title: "An Act relating to public school employees' collective bargaining..." BRU: Labor Standards & Safety
 Sponsor: Duncan, Zharoff, et al. Components: Wage & Hour
 Requestor: Senate Community & Regional Affairs

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES		64.4	64.4	64.4	64.4	64.4
TRAVEL		12.5	12.5	12.5	12.5	12.5
CONTRACTUAL		25.0	25.0	25.0	25.0	25.0
SUPPLIES		0.7	0.7	0.7	0.7	0.7
EQUIPMENT		2.4	0.0	0.0	0.0	0.0
LAND&STRUCTURES						
GRANTS,CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	0.0	105.0	102.6	102.6	102.6	102.6

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND		105.0	102.6	102.6	102.6	102.6
FEDERAL FUNDS						
OTHER						
TOTAL	0.0	105.0	102.6	102.6	102.6	102.6

POSITIONS:

FULL-TIME		1.0	1.0	1.0	1.0	1.0
PART-TIME		1.0	1.0	1.0	1.0	1.0
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

Prepared by: Tom Stuart Phone: 264-2452
 Division: Labor Standards & Safety Date: 2/13/89
 Approved by Commissioner: Jim Sampson Date: 2/13/89
 Agency: Department of Labor

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

Fiscal Note Analysis

for

SB 15

"An Act relating to public school employees'..."

Under this bill, the Department of Labor will act as the Labor Relations Agency for all school districts in the state and be responsible for investigation of representation petitions, determination of appropriate units for collective bargaining purposes, monitoring elections and holding representation hearings.

Additionally, upon expiration of the contracts of the certificated employees who currently are covered for collective bargaining under Title 14 "Compiled School Law," a number of challenges to the representation by current employee unions can be expected. Such challenge activity, which includes investigation of petitions and all the other functions of organization, would also have to be handled by the agency. This activity is currently administered by the school boards affected.

One wage & hour investigator, located in Anchorage, will be required to conduct the investigations, monitor the elections, and hold informal hearings. In addition, one part-time clerical position will be required to provide technical support for the investigator.

In addition to the costs associated with the wage & hour investigator and clerical support position, there would be additional costs for legal support (\$10.0) and printing (\$1.5).

Line item costs for FY 90 would be as follows:

Personal Services	\$64.4
Travel	12.5
Contractual Svcs.	25.0
Commodities	.7
Equipment	<u>2.4</u>
	105.0

Of these costs, only the equipment cost of \$2.4 would be a one-time item.

Position Title Wage & Hour Investigator II		No. of Positions 1	Range/Step 18A	Barg. Unit GGU	
Time Status PFT	Staff Months 12	Location Anchorage		Election District	
Type of Expenditure		Justification			
Amount		<p>This position will conduct investigations and informal hearings of unfair labor practice complaints filed with this agency. The position will be responsible for monitoring school district representation elections and assisting school districts in complying with state and federal labor relations laws. The investigator will travel extensively throughout the state performing these investigations, hearings, and monitoring functions.</p> <p>Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair, cabinets, etc.</p>			
1	2				3
Salary	\$37,356				
Benefits	13,735				
Premium Pay					
Other					
Total Personal Services					\$51,091
Travel					12,500
Contractual					9,282
Commodities					350
Equipment		1,200			
Other					
Total Cost		\$74,423			
Funding Source for Total Cost					
Federal Receipts	1002				
G. F. Match	1003				
General Fund	1004	\$74,423			
GF Program Receipts	1005				
Other					

**Request For
New Position**

Agency Labor
 BRU Labor Standards & Safety
 Component Wage & Hour

Page 3 of 4
 Revised Date _____

FY 89

Position Title Clerk Typist III		No. of Positions 1	Range/Step 8A	Barg. Unit GGU
Time Status PPT	Staff Months 6	Location Anchorage		Election District
Type of Expenditure		Amount		
1	2	3		
Salary	\$9,786			
Benefits	3,534			
Premium Pay				
Other				
Total Personal Services		\$13,320		
Travel		0		
Contractual		4,253		
Commodities		350		
Equipment		1,200		
Other				
Total Cost		\$19,123		
Funding Source for Total Cost				
Federal Receipts	1002			
G. F. Match	1003			
General Fund	1004	\$19,123		
GF Program Receipts	1005			
Other				
Justification				
<p>This position will provide clerical support (typing, answering telephone, mail handling, etc.) for the wage & hour investigator.</p> <p>Contractual and commodity costs are average per-employee costs. Equipment would be a one-time expense for desk, chair cabinets, etc.</p>				

**Request For
New Position**

Agency Labor
 BRU Labor Standards & Safety
 Component Wage & Hour

Page 4 of 4

Revised Date

FY 89

FISCAL NOTE

REQUEST:

Revision Date: _____
Title: Public Employees Collective
Bargaining Agreements
Sponsor: Duncan, Zharoff, et.al.
Requestor: Senate C&RA

Agency Affected: Education
BRU: K-12 Support
Components: Foundation

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 89	FY 90	FY 91	FY 92	FY 93	FY 94
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

While the fiscal note is zero, it is logical to assume that over time, to the extent arbitrator awards favor employees, this legislation will have the effect of increasing pressure to increase funding for the Foundation program.

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