

ALASKA

LEGISLATURE COMMITTEE FILES

1991-1992

8672

7523

SENATE LABOR & COMMERCE

Table 1

Teacher Collective Bargaining Laws and Strike Provisions

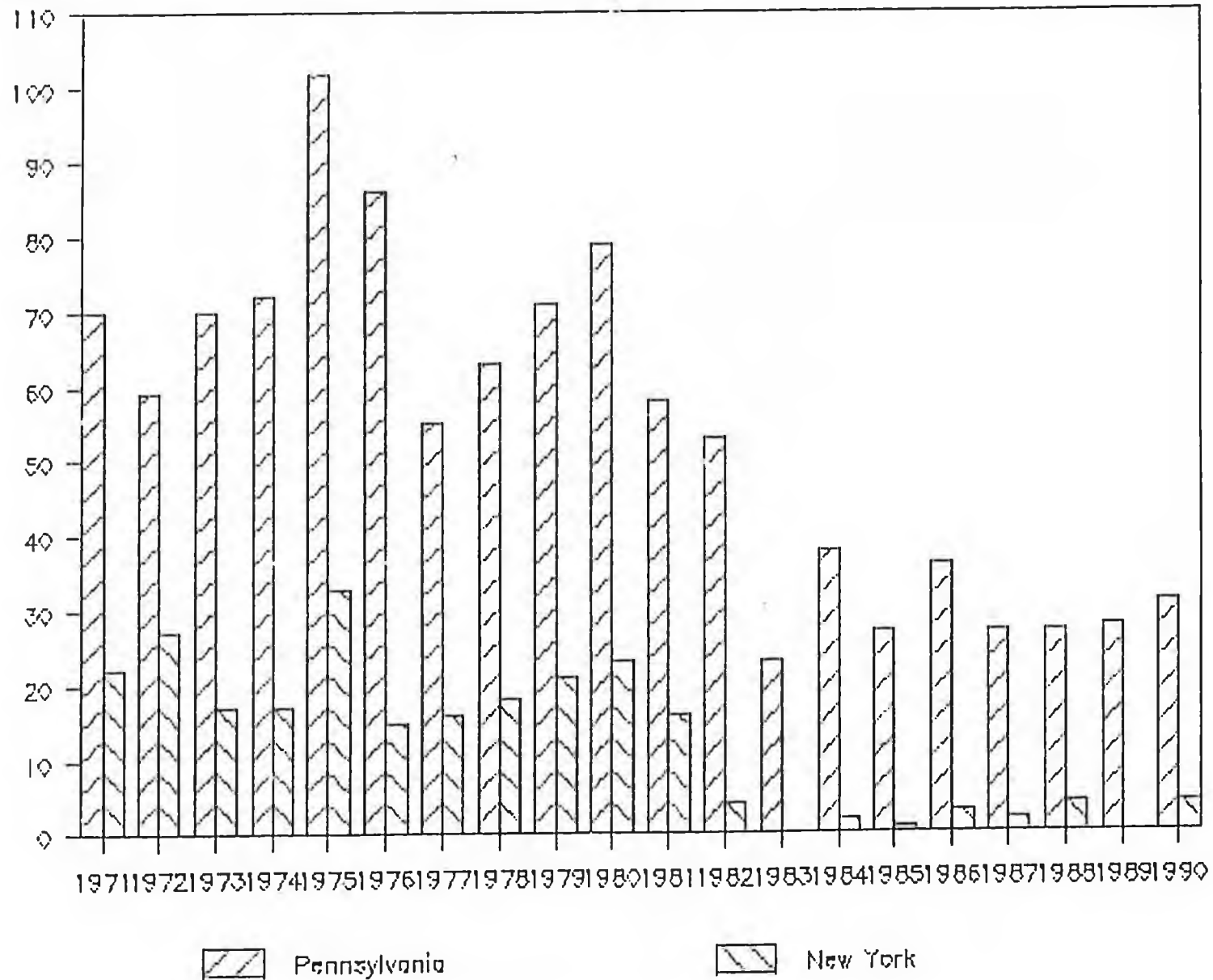
	Law First Enacted	Statutory Basis					Strikes				
		Public Em- ployee Law	Special For Teachers	Contract Enforc- able	Exclusive Repre- sentation Possible	Agency Fee Allowed	Allowed		Prohibited		
							Legal	No Law	Sanctions Are:		
								Absort	Modest	Severe	
ALASKA	1970	▲	▲			▲		▲			
CALIFORNIA	1975	▲	▲			▲		▲			
CONNECTICUT	1958	▲	▲			▲			▲		
DELAWARE	1969	▲	▲							▲	
FLORIDA	1974	▲								▲	
HAWAII	1970	▲				▲					
ILLINOIS	1983	▲	▲			▲					
IOWA	1974	▲								▲	
KANSAS	1970	▲	▲					▲			
MAINE	1968	▲							▲		
MASSACHUSETTS	1973	▲				▲				▲	
MICHIGAN	1947	▲				▲		▲			
MINNESOTA		▲				▲				▲	
MISSOURI	1967	▲						▲			
MONTANA	1973	▲					▲				
NEBRASKA	1967	▲	▲							▲	
NEVADA	1969	▲								▲	
NEW HAMPSHIRE	1975	▲							▲		
NEW JERSEY	1968	▲						▲			
NEW YORK	1967	▲				▲			▲		
OHIO	1984	▲				▲				▲	
OREGON	1963	▲				▲				▲	
PENNSYLVANIA	1978	▲				▲				▲	
RHODE ISLAND	1966	▲	▲			▲		▲			
SOUTH DAKOTA	1969	▲								▲	
VERMONT	1969	▲	▲					▲			
WASHINGTON	1975	▲	▲					▲			
WISCONSIN	1959	▲							▲		
IDAHO	1971		▲			▲		▲			
INDIANA	1973		▲						▲		
MARYLAND	1969		▲							▲	
NORTH DAKOTA	1969		▲			▲			▲		
OKLAHOMA	1983		▲						▲		
TENNESSEE	1978		▲			▲				▲	
NEW MEXICO				▲				▲			
ALABAMA					▲			▲			
ARIZONA								▲			
ARKANSAS								▲			
COLORADO				▲				▲			
GEORGIA					▲			▲			
KENTUCKY								▲			
LOUISIANA				▲				▲			
MISSISSIPPI								▲			
NORTH CAROLINA								▲			
SOUTH CAROLINA					▲			▲			
TEXAS					▲					▲	
UTAH					▲			▲			
VIRGINIA								▲			
WEST VIRGINIA								▲			
WYOMING								▲			

Source: Bureau of National Affairs Reference File, AFT Research Department and Partridge (1988).

Public Sector Work Stoppages

	Pennsylvania				New York
	Teacher	Support Staff	Local Gov't	Total	Total
1971	65	1	4	70	22
1972	40	9	10	59	27
1973	27	18	25	70	17
1974	36	25	11	72	17
1975	61	20	21	102	33
1976	46	16	24	86	15
1977	28	7	20	55	16
1978	23	16	24	63	18
1979	33	15	23	71	21
1980	37	15	27	79	23
1981	26	10	22	58	16
1982	40	4	9	53	4
1983	13	6	4	23	0
1984	21	9	8	38	2
1985	15	5	7	27	1
1986	24	4	8	36	3
1987	16	7	4	27	2
1988	22	1	4	27	4
1989	21	3	4	28	0
1990	19	7	5	31	4

Comparative Work Stoppages



The arbitrator selected to conduct the advisory arbitration must be a member of either the American Arbitration Association or the Federal Mediation and Conciliation Council. In selecting the arbitrator, the parties should request from the American Arbitration Association or the Federal Mediation and Conciliation Council a list of arbitrators who have knowledge of local conditions in the state boarding school, school district, or regional education attendance area and recent local experience. A list containing at least five such nominees shall be considered complete by the parties for the purpose of striking names and selecting the arbitrator.

SRT 1/24

No
AMENDMENT

OFFERED IN THE SENATE

BY SENATOR PEARCE

TO: SB 16

Page 3, line 31, after " ":

Insert "The arbitrator selected to conduct the advisory arbitration must be a member of the American Arbitration Association. In selecting the arbitrator, the parties shall give preference to arbitrators who have knowledge of the local conditions in the state boarding school, school district, or regional educational attendance area."

A M E N D M E N T

OFFERED IN THE SENATE

BY SENATOR PEARCE

TO: SB 16

Page 3, after line 31:

Insert a new bill section to read:

"* Sec. 5. AS 23.40.200(d) is repealed and reenacted to read:

(d) The class in (a)(3) of this section includes all other public employees who are not included in the classes in (a)(1) or (a)(2) of this section. Employees in this class may engage in a strike if a majority of the employees in a collective bargaining unit vote by secret ballot to do so. However, if an impasse or deadlock is reached in collective bargaining negotiations between a municipal school district, a regional educational attendance area, or the state boarding school and its employees, the parties shall submit to advisory arbitration before the employees may engage in a strike. An arbitrator selected for advisory arbitration must be a resident of the state."

Re-number the following bill sections accordingly.

Page 4, after line 28:

Insert a new bill section to read:

"* Sec. 13. Section 5 of this Act takes effect January 1, 1997."

Re-number the remaining bill section accordingly.

Page 4, line 29:

Delete "This"

Insert "Except as provided in sec. 13 of this Act, this"

A M E N D M E N T

OFFERED IN THE SENATE

BY SENATOR PEARCE

TO: SB 16

Page 3, line 31, after "":

Insert "The arbitrator selected to conduct the advisory arbitration must be a member of the American Arbitration Association or the Federal Mediation and Conciliation ^{Service} Council. In selecting the arbitrator, the parties shall request a list of arbitrators who have knowledge of and recent experience in the local conditions in the school district, regional educational attendance area, or state boarding school. A list containing at least five nominees who meet the qualifications of this subsection is a complete list for the purpose of striking names and selecting the arbitrator."

Panel of Labor Arbitrators

NEIL BLACKMAN - AMAT
204

POSITION PAPER: DEPARTMENT OF EDUCATION

Bill No: Senate Bill 16

Date: October 31, 1991

Title: "An Act including public school employees in the Public Employment Relations Act as Class (a) (3) employees entitled to a right to strike after advisory arbitration; and providing for an effective date."

Contact: Harry Gamble
465-2821

Under the provisions of Senate Bill 16, the Public Employment Relations Act would continue to govern labor relations for certificated and non-certificated school employees in Alaska, as it has for the past two years.

These employees were placed under PERA by a previous Legislature. The original act included a two-year "sunset" limitation that takes effect in 1992.

The original act began as a binding arbitration bill that would allow a third party to decide terms and conditions of employment for school districts and their employees. The right-to-strike element was added by lawmakers as a compromise. It removed school district employees from the school labor laws of Title 14 and placed them under the PERA, Title 23.

However, the "opt out" provision of Title 23, which applies to municipalities, was deleted from the final version of this bill. The "opt out" clause would have allowed districts to develop their own bargaining system (as some municipalities have done) or revert back to Title 14 school labor laws.

Under Senate Bill 16, the coverage of public school employers and employees under PERA would continue after 1992, and the Alaska Labor Relations Agency would continue to serve as their labor relations agency. The "opt out" clause in PERA, which applies to municipalities, would continue to be denied to school districts.

This bill would not expand the responsibilities of the Department of Education. It would have no fiscal impact as described in the attached fiscal note.

The Department opposes SB16 as not being in the best interest of Alaska education for the following reasons:

- Teacher strikes are not good for students.
- School boards have lost their authority to negotiate evenly with unions under Title 23.
- Teachers had achieved and maintained the highest average teacher salaries in the nation under Title 14. *and excellent benefit packages*
- It is bad policy to tamper with a system (Title 14) that was working well.

APPROVED:

Jerry Covey, Commissioner
Department of Education

STATE OF ALASKA

DEPARTMENT OF LAW

OFFICE OF THE ATTORNEY GENERAL

May 29, 1991

The Honorable Walter J. Hickel
Governor
State of Alaska
P.O. Box A
Juneau, Alaska 99811

Re: CSSB 219 am (miscellaneous changes to workers' compensation laws impacting employers and excluding some employer-sponsored recreational activities from coverage)

Dear Governor Hickel:

This Department has reviewed CSSB 219 am which makes a number of changes in the present workers' compensation law. Some changes are technical, such as a clarification of the definition of medical stability and are not anticipated to result in significant increased costs to the State or other employers. The substantive changes to the workers' compensation law are the subject of this commentary. Those changes include: (1) a requirement that employers pay for a claimant's personal health insurance for a period up to 18 months following termination of employer contributions to group health insurance; (2) a requirement that if controversion of benefits or appeal delays development of a reemployment plan, the controverting or appealing employer shall pay 60 % of the claimants' spendable weekly wages (generally take home pay) during the period of controversion or appeal regardless of the outcome of the controversion or appeal; (3) a requirement

WALTER J. HICKEL, GOVERNOR

REPLY TO: NEW ANCHORAGE
PHONE (907) 269-5100

1031 W 4th AVENUE SUITE 200
ANCHORAGE, ALASKA 99501-1994
PHONE: (907) 276-3550
FAX: (907) 278-3897

KEY BANK BUILDING
100 CUSHMAN ST. SUITE 400
FAIRBANKS, ALASKA 99701-4679
PHONE: (907) 452-1568
FAX: (907) 468-1317

P.O. BOX K — STATE CAPITOL
JUNEAU, ALASKA 99811-0300
PHONE: (907) 485-3600
FAX: (907) 483-5295

that an employer give the claimant a round-trip airline ticket if a deposition is scheduled out of state, regardless of whether the claimant prevails; (4) a provision that the Workers' Compensation Division refer "apparently frivolous or unfair" controversions to the Insurance Division for unfair claims practice proceedings without providing an opportunity for prior explanation or hearing; (5) a provision denying employers access to an employee's prior workers' compensation injury medical files until an employee is injured and gives his employer a release; (6) a provision excluding employer-sponsored recreational activities at non-remote sites not owned or leased by the employer from coverage; (7) a provision requiring payment of compensation by negotiable instrument cashable within three days of issuance (certified check); (8) a provision that insurers are not liable, in the absence of reckless or intentional misconduct, for civil damages as a result of acts or omissions in work place safety inspections or safety advisory services; and, (9) extension of coverage to volunteer emergency medical technicians at State expense.

The State of Alaska is self-insured for workers' compensation coverage. The experience of the differing departments and the estimation of risk associated with departmental activity is used to arrive at an assessment against each department's operating budget which funds the State's projected workers' compensation liability for each fiscal year's injuries. Workers' compensation coverage, through insurance or self-insurance, is mandatory. The compensation benefits paid to State workers are

based on taxable salary plus employer contributions to retirement and SBS annuities. In the case of State employees, this amounts to something over 80% of take home pay as a temporary total compensation benefit. Workers' compensation represents a significant drain on State resources, totalling \$1,969,570.37 reserved and paid out on losses incurred only to date in this fiscal year. A better perspective is gained by looking at the workers' compensation injuries incurred in FY 1989-90: of \$2,923,138.67 reserved for injuries incurred, more than \$2,096,798.41 has been paid to date. This review focuses on the impact of CSSB 219 am on State workers' compensation costs. That same impact will be translated to employers throughout the State of Alaska.

1. Health Insurance Continuation. At the present time, a State employee who claims an injury or illness is work-related may use accrued sick or annual leave to "make-up" the small difference between salary and workers' compensation and continue in active employment status until his leave is exhausted. So long as the employee is in active status, the State continues to make contributions for group health insurance on the employee's behalf. Section 4 of CSSB 219 am would require the State to continue paying monthly an amount up to the amount of its monthly health insurance contribution (\$385.00) for a period up to 18 months from the date the State terminated its direct health insurance contributions (i.e. the first month the employee exhausted sick and annual leave). It is not required that the employee actually be totally

disabled during that period; an employee who is receiving permanent partial disability benefits and is able to return to work may still receive health benefit continuation. The Workers' Compensation Ad Hoc Committee, a group comprised of labor and management, testified that this provision would result in at least a 1-1/2% increase in compensation costs. For small or seasonal employers (there is no minimum employer size) this health insurance continuation may represent a more significant cost in the event of a work-related injury which, as it is not defined as compensation, may be contested as a non-covered expense by workers' compensation insurers.

This provision represents a humane effort to mitigate the effects of work-related injury or illness on a worker and his dependents. However, the provision creates a division between employees who are disabled by personal injury or illness and those disabled by work-related injury or illness. To that extent the provision represents an additional incentive to claim a questionable injury or illness is work-related. It has been suggested that if this bill becomes law it may be worthwhile to give consideration to determining whether State employees on workers' compensation may be prevented from drawing on their leave banks in order to retain some financial incentive to return to work. However, initial review suggests that this course of action may not be possible under current collective bargaining agreements and personnel rules.

2. Controversion Penalty. AS 23.30.041 requires the employer to pay for a reemployment (vocational rehabilitation) evaluation for any claimant who requests one within 90 days of injury. The evaluation is performed by a private vocational rehabilitation counselor. The evaluator's report is the primary basis of the Administrator's decision whether the claimant is able to return to suitable gainful employment or whether he will need reemployment services (e.g., retraining) to return to work. If the Administrator decides a plan is needed, the evaluator devises a plan which may be approved by the Administrator. The Administrator is an employee of the Alaska Workers' Compensation Board. The Administrator's decision may be appealed to the Board. Until now, the Administrator has found a claimant whose claim has not been determined compensable (because the employer controverts the claim or the Board has not decided the claim or decides against the claimant) is not eligible for an evaluation.

Section 2 of CSSB 219 am requires an employer to make payments equal to 60% of the claimant's spendable weekly wages if the employer's controversion or appeal delays evaluation, development, or commencement of a reemployment plan. Since any controversion of work-relatedness delays evaluation, the employer must pay a "penalty" for controverting whether the claimed injury occurred in the course of employment. Moreover, Section 2 prohibits set off of the 60% payments against compensation if the Board determines the claim is compensable. If the Board determines

the claim is not compensable, the employer has no mechanism for recouping the 60% payments made to the claimant.

The right to exercise a controversion is important because it is the employer's opportunity to make the claimant prove his claim. Until recently, an employer could pay compensation without admitting the claim was valid, and, after gathering evidence against the claim, controvert the claim and present the case to the Board. Since the Supreme Court's decision in Wien Air Alaska v. Kramer, ___ P.2d ___, Slip Op. 3673 (Alaska March 15, 1991), the mechanism of voluntary pay is not as attractive, because the Court stated that payment of compensation raises a presumption that the disability continues to be work-related. An initial controversion of work-relatedness is the only means of requiring the employee to produce evidence that his claim is work-related.

Section 2 also penalizes the decision to appeal by requiring the employer to pay 60% of the spendable weekly wage during the pendency of the appeal or temporary total disability compensation (80 % of spendable wages) if the claimant is not medically stable. The payments cannot be off-set against permanent partial disability compensation. Again, if the question is ultimately decided in the employer's favor, the employer has no means of recouping his payments. The claimant with a questionable claim has nothing to lose by bringing his claim, since he can at least collect 60% of his spendable wages in the absence of any decision in his favor.

The workers' compensation laws already provide penalties for frivolous, unfair, or untimely controversions. The controversion designed to delay a plan is obviously unfair and may result in penalties of 25% of compensation owed. In addition, an employer must request a stay on appeal to avoid payment of compensation pending appeal; these stays are routinely denied.

3. Airline Ticket. AS 23.30.145 and related regulations now permit the recovery of costs, including travel to depositions, to the prevailing claimant. Section 6 of CSSB 219 am requires an employer scheduling deposition of an out of state medical witness to provide a claimant a round trip airline ticket to the site of the deposition, regardless of whether the claimant prevails. If the claimant loses, no provision is made for the employer to recover the cost of the ticket. In addition, in the event of a telephonic deposition, the employer's attorney may not leave Alaska; nonetheless, as this section is worded the employer would be required to give the claimant a ticket to the deposition site (which is the location of the deponent). The effect is to discourage, or financially encumber, the taking of out-of-state examiner's depositions. While it is the State's practice to use in-state medical providers when possible, the lack of available experts or, in the case of Southeast Alaska, the lower expense of travel to Seattle, compels the use of outside examiners in some cases. The same is true of other employers.

The first part of this section simply restates what is already provided by AS 23.30.095 and regulation; an employer must

already pay round-trip airfare and travel expenses for an employee traveling to an out of state examination, as well as attendant travel expenses when required by a physician. As a rule, airfare and lodging costs are advanced by the State in such circumstances.

4. Division Referral of Unfair Controversions. The present law requires the Workers' Compensation Board to refer controversions it finds frivolous or unfair to the Division of Insurance for possible unfair claims practices proceedings. This means that the employer or its insurer must be provided an opportunity to respond to the charge that a particular controversion is frivolous or unfair and the Board must make some sort of decision based on findings of fact and conclusions of law. In order to do so, the Board must hold a hearing.

Section 9 of CSSB 219 am deletes the opportunity for hearing and explanation by requiring referral by the Workers' Compensation Division staff (who do not have the authority to hold hearings) of "apparently frivolous or unfair" controversions. In short, there need be no finding that in fact the controversion is unfair or frivolous -- it need only appear to be so. As a result, the responsibility for hearing and deciding if a controversion is frivolous or unfair is shifted to the Division of Insurance.

Some questions have been raised that this constitutes an unconstitutional deprivation of property (license as an adjustor or insurer) without due process. However, the Division of Insurance must provide hearings; the difficulty lies in the imprimatur given by the Division's referral of "apparently

frivolous or unfair" controversions and the lack of expertise in this area in the Division of Insurance.

5. Confidentiality of Medical Records. Until the current administration, workers' compensation records were considered in the nature of litigation records, open to public inspection. Because an employee who claims compensation from the employer (not the government) places his medical condition in controversy, it was felt that the employee waived his privacy interests in his records, just as he would in a personal injury lawsuit. Workers' compensation proceedings are in fact a substitute for lawsuits against the employer (in some states they are still filed as lawsuits before a court); therefore the medical records were exempted from evidentiary claims of privilege, except when a protective order was granted. In my own recollection as a former Board hearing officer, such protective orders have been granted by the Board when sensitive, unrelated information was contained in medical records.

The present administration has taken the position that the medical records are equivalent to government-produced medical records (as those produced at API or Public Health) and are therefore confidential except to the parties directly involved in a proceeding. As a result, an employer could not obtain access to medical records of an employee's prior workers' compensation injuries. Section 7 attempts to strike a middle ground between these positions. The employer is given access to the employee's

records of prior injuries, but only after an injury occurs and after the employee signs a medical information release.

There is, however, no incentive for the employee to consent to a medical release. The employee is not sanctioned for failure to give a medical release; nothing in the statute penalizes the employee for refusing to give a release. This means that the employee may continue in his proceeding and, in fact, most likely will continue while the employer remains blind. There is no advantage to the employee to release the information.

The other problem is that, in order to document a prior injury for Second Injury Fund purposes, (the Second Injury Fund reimburses employers who hire or retain previously injured employees, provided they possess written records of the prior injury and disability before the second disabling injury), the employer must have access to medical reports before an injury occurs.

Ultimately, this section presents a policy question: should workers' compensation be regarded as something of a quasi-governmental entitlement program, merely funded by employers, wherein the claimants have certain privacy rights? or should it be regarded as a claim against the employer conducted in a neutral quasi-judicial forum in which the claimant asserts his rights against the employer and the employer defends himself against the employee's claims? The argument is made that the prospect of publicizing medical conditions is a deterrent to workers filing claims; how that argument is viewed depends on the whether workers'

compensation is seen as a non-adversarial entitlement program or a substitute for litigation which is nonetheless adversarial in nature. As this is a policy judgment, no opinion is expressed regarding this section.

6. Recreational Activities at Non-remote Sites. (Softball bill). In LeSuer-Johnson v. Rollins, Burdick, Hunter, 808 P.2d 266 (Alaska 1991) the Alaska Supreme Court ruled that an employee playing on her employer-sponsored softball team was covered by workers' compensation while she played. The court found that the employer's payment of league fees to secure a field and referee and purchase of jerseys, equipment, and encouragement to play constituted sufficient employer-provided facilities and employer sanction of the activity to extend coverage. Section 13 of CSSB 219 am attempts to reverse the Supreme Court's ruling by exempting from coverage employer sponsored recreational activities at non-remote sites not owned or leased by the employer. If participation was required as a term of employment, the activity would be included in coverage. This is an attractive means of reversing what is almost universally regarded as a poor decision; however, it presents a problem by creating a new category of employment sites: non-remote sites. Non-remote is not defined; since the drafters chose not to use "not a remote site" it may be argued that something other than all sites except remote sites was intended. Non-remote may be considered as relative to the employment site. Thus, employer sponsored activities at sites which, while not really remote, are yet not "non-remote" may be covered. The

obvious example is an employer-sponsored fishing charter. While the State does not generally directly sponsor employee recreational activities, the State as part of other programs (e.g., Natural Resources) sponsors recreational activities. It is an unsettled question whether State sponsored activities in which State employees participate would be included within "employer-sponsored" activities.

For employers and recreational groups generally, the difficulties presented by LeSuer-Johnson could be gotten around by using sponsor pools to fund leagues instead of direct funding of employee teams, not paying for employees' jerseys, etc. And, LeSuer-Johnson contains no suggestion that non-employee players become employees of the sponsor during the activity. The fears of the recreational community may be overstated.

7. Three Days for Cash. Section 10 of CSSB 219 am adds to AS 23.30.155 which sets out the method and times for paying compensation. The addition requires that compensation be paid in the form of a negotiable instrument which may be cashed within three days of issuance. Frankly, for the State this is impossible. Workers' compensation for State workers is paid from Barrow to Hoonah. The State maintains a zero balance account with Key Bank for payment of workers' compensation benefits. Checks drawn on Key Bank within the State of Alaska may not always be cashed within three days, because a branch of that bank may not be present in the town or village to which the check is delivered. The only method of complying with this statute is to purchase certified checks, or

in some villages, postal money orders, which represents a significant cost to the State, not only in the cost of the instrument but in the adjustor time needed to deal with this additional requirement. The inclusion in the statutory section relating to penalties must be presumed to create an inference that payment not reducible to cash in three days is late payment subject to the 25% penalty for late payment.

It should be sufficient to address the problem of out of state insurers using Seattle or Hartford banks to require that checks for payment of compensation to Alaska residents to be drawn on Alaskan bank accounts.

8. Civil Liability for Workplace Safety Inspections.

Section 11 of CSSB 219 am addresses the issue of civil liability for workplace safety inspections by insurers or adjustors created by the Supreme Court in Van Biene v. ERA Helicopters, Inc., 779 P.2d 315 (Alaska 1989). This statute properly belongs in Title 9, which contains the various limitations on civil liability for negligence. The specter of liability for acts and omissions in performing such inspections was an object of concern with the insurance industry. How much actual liability exists for workplace safety inspections is a matter of opinion and speculation. The State is self-insured; workplace safety inspections by State agencies or State work places would not be affected by this amendment. The alternative is to cease insurer or adjustor provided workplace safety services until the liability question is fully addressed.

9. Volunteer Emergency Medical Technicians as State Employees. Section 12 and Section 16 together create state liability for compensation paid to volunteer Emergency Medical Technicians who are injured in the course and scope of employment. However, because the section uses the phrase "within the course and within the scope of providing services as a volunteer [EMT]" instead of "arising out of and in the course of providing services" it uses a different, and arguably narrower, test for work-relationship than all other employees covered by the Alaska workers' compensation act. In view of the small number of EMT's covered by this section, a zero fiscal note was attached by the Department of Administration.

This review does not address questions of general legality which may be raised in regard to Section 10, (paragraph 7 above), as violative of Alaska and interstate banking laws. No serious constitutional issues are raised.

Very truly yours,

CHARLES E. COLE
ATTORNEY GENERAL

CEC:KSK:mc

American Arbitration Association

Puget Sound Plaza
1325 4th Avenue, Suite 1414
Seattle, WA 98101-2511

Telephone: (206) 622-6435 • Fax: (206) 343-5679



Neal Blacker
*Northwest Regional
President*

Patrick Mead
Assistant Regional Manager

October 17, 1991

Re: 75 L390 0197 91

State of Alaska

Date Filed: October 11, 1991
Grievance: Preparation for contract negotiations

Bruce Cummings
Director
State of Alaska
Department of Administration
Division of Labor Relations
PO Box 110220
Juneau, AK 99811-0220
ph: 907 465 4404

REGISTRATION
OCT 19 1991
MORNING

Dear Mr. Cummings:

Enclosed please find a list of all American Arbitration Association Labor Arbitrators who are residents of the State of Alaska. Attached to the list of names please find a brief biographical summary of each arbitrator's qualifications.

The administrative fee for this service is \$125.00. You will receive an invoice for that amount from our New York office.

We understand that no further services are requested from the Association at this time. Accordingly, we have closed this file. We look forward to serving you in the future.

Sincerely,

Donna Miller
Case Administrator

dm
Enclosures

ARBITRATION • MEDIATION • FACT-FINDING • PUBLICATION • RESEARCH • TRAINING

Offices: Atlanta • Boston • Charlotte • Chicago • Cincinnati • Cleveland • Dallas • Denver • Garden City, NY • Hartford • Honolulu • Houston • Irvine, CA
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AMERICAN ARBITRATION ASSOCIATION ARBITRATORS
WHO ARE RESIDENTS OF ALASKA

J.R. "Randy" Carr
Charles Richard Decker
Leonard F. Doherty
William M. Erwin, Esq.
Dennis Geary
Vern E. Hauck
Robert W. Landau, Esq.
Clark R. Milne
Raymond A. Nesbett, Esq.
David M. Roderick, Esq.
Jerry Thorn

RECEIVED

JUL 1931

U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C.

AMERICAN ARBITRATION ASSOCIATION

NAME: CARR, J.R. "Randy" Anchorage, Alaska

OCCUPATION: State Administrator, Alaska

QUALIFICATIONS: Neutral experience as former member of Department of Labor Relations Agency with "mini-NLRB" jurisdiction over political subdivisions of Alaska, chairing hearings to decide unit clarification, unit determination/certification and unfair labor practice charges. Includes arbitration, mediation and conciliation in the public sector, construction and service industries, wholesale and retail industries, miscellaneous.

Management experience as former Director of Labor Relations, Department of Administration, State of Alaska, negotiating and administrating 11 major contracts with 9 unions statewide.

Labor experience as former negotiator for Alaska Public Employee's Association, participating in full contract negotiations for 8000 employees statewide. Adjunct professor, Chapman College. Guest lecturer, Alaska Pacific University, University of Alaska Juneau and Anchorage.

FORMERLY: (Neutral) Chief, Wage and Hour Administration, Labor Standards and Safety Division, Alaska Department of Labor, 1983-86; 1987-88; (Management) Director, Division of Labor Relations, Department of Administration, State of Alaska, 1986; (Labor) Negotiator, Alaska Public Employees Association, 1981; Officer, United States Army, 1972-75.

EDUCATION: Eastern Washington State College - BA 1972
Pacific Lutheran University - M.A. (Human Relations) 1975
National Judicial College, University of Nevada - Certificate in Administrative Law/Fair Hearings 1984

PER DIEM CHARGES: \$550.00
Cancellation Fee: per diem within one week of hearing.

AMERICAN ARBITRATION ASSOCIATION

NAME: DECKER, Charles Richard Anchorage, Alaska

OCCUPATION: Arbitrator - Mediator

QUALIFICATIONS: Served in binding arbitration for labor contracts in both the private and public sectors. Familiar with medical service delivery and food service operation. Consulted for labor and management in organizational problems in Alaska.
Contract Arbitrator: City of Anchorage & Firefighters; Alaska Associated Industries & Pilots (Teamsters); Brinkerhoff Drilling Company & Roughnecks and Drillers; Matanuska Electric & IBEW; Sheffield Hotel & Hotel and Restaurant Employees; Municipality of Anchorage & Police Department.

FORMERLY: Administrative Dean, Alaska Methodist University, 1977-79;
Professor of Labor Relations, Golden Gate University;
Professor of Business Management, University of Alaska;
Personnel Director, City of Anchorage, Alaska, 1970-72;
Director of Personnel, Budget & Research, City of Boulder, Colorado, 1964-70.

EDUCATION: University of California - BA Management 1949
University of Colorado - MPA 1970
Golden Gate University - PhD Public Management 1978

PER DIEM CHARGES: \$450.00 in Anchorage
\$450.00 for award writing and research
Expenses: outside Anchorage billed at cost

AMERICAN ARBITRATION ASSOCIATION

NAME: DOHERTY, Leonard F. Anchorage, Alaska

OCCUPATION: Educator - Arbitrator

QUALIFICATIONS: Associate Instructor in Labor Relations and Economics, Graduate School, LaVerne University, Chapman College (Elmendorf AFB, Anchorage), and Adjunct Instructor of Labor Relations, Alaska Pacific University since 1980. Chairman of Labor Board for Municipality of Anchorage. Extensive experience in contract negotiation and arbitration in public and private sector.
Permanent Arbitrator: Anchorage School District & Anchorage Education Association.

FORMERLY: Director of Labor Relations, Municipality of Anchorage, 1976-80; Labor Relations Sector Coordinator, Alyeska Pipeline Co., 1976; Director of Labor Relations, ITT Arctic Services, 1975-76; Director, Labor Relations & Personnel Staff Services, Office Product Manufacturing, Sales and Service Division, Sperry Rand (PA), 1970-75; Employee Relations Manager, Smith-Corona-Marchant (NYC), 1962-70.

EDUCATION: New York University - BA 1958
Fairleigh Dickinson University - MBA 1971

PER DIEM CHARGES: \$300.00 (Grievance; Mediation/Factfinding; Interest/Expedited)
Cancellation Fee: per diem plus expenses within three business days.
Travel Time: when hearing and travel on same day, no travel time charged. When travel not on same day as hearing, travel time is same as per diem charge.

AMERICAN ARBITRATION ASSOCIATION

NAME: ERWIN, William M., Esq. Anchorage, Alaska

OCCUPATION: Attorney

QUALIFICATIONS: Has represented 50% management and 50% unions. Has served as arbitrator. Contract Arbitrator, Anchorage Natural Gas and Plumber's Local, International Brotherhood of Electrical Workers, Chugach Electric Association, City of Anchorage, Anchorage Police Department, Municipal Light and Power, Bendix Corporation, Teamsters Local 959, Homer Electric Association, United Brotherhood of Carpenters. Experience as an advocate and arbitrator in ERISA law, pension and employee benefit plans.

EDUCATION: University of Colorado - BA 1955
University of Washington - LLB 1965

PER DIEM CHARGES: \$800.00

AMERICAN ARBITRATION ASSOCIATION

NAME: GEARY, Dennis Anchorage, Alaska

OCCUPATION: Arbitrator - Mediator - Hearing Officer

QUALIFICATIONS: Chief of Wage & Hour Administration, State of Alaska since 1990. Experienced in both grievance and interest arbitrations as arbitrator, mediator and hearing officer. Issues: discharge, discipline, wages, hours, overtime, job classifications, assignment of work, seniority, layoff, work conditions, reassignments, promotions, leave, dues, hiring, pension & benefits, management rights and arbitrability. Public and private sector experience included construction, mining, oil, transportation, education, postal, food service, automotive and communication.

FORMERLY: Regional Supervising Investigator, Alaska Department of Labor, 1978-90; Grievance Committee Chairman, Alaska Public Employees Association, 1984-86; Advocate and Hearing Officer, U.S. Army, 1973-75.

EDUCATION: University of Nevada-Reno - BA 1972

PER DIEM CHARGES: \$400.00

AMERICAN ARBITRATION ASSOCIATION

NAME: HAUCK, Vern E. Anchorage, Alaska

OCCUPATION: Educator - Arbitrator

QUALIFICATIONS: Professor, School of Business, University of Alaska since 1983. Teaches graduate courses in labor law, collective bargaining and arbitration. Has served as arbitrator in both public and private sector. Also has trained labor and management representatives in grievance handling and collective bargaining. Member, National Academy of Arbitrators. Author of articles on epilepsy and employment and the economics of discrimination.
Issues: transfer, demotion, discharge, resignation, incompetence, arbitrability, scheduling, management rights and working conditions.
Permanent Arbitrator: State of Alaska & APEA; Municipality of Anchorage & AMEA; FAA & Air Traffic Controllers; Alascom & Teamsters, Local 959.

FORMERLY: Associate Professor, School of Business, Duquense University, 1980-83; Associate Professor, School of Business & Public Administration, University of Alaska, 1975-80; Research Assistant, Industrial Relations, University of Iowa, 1971-74; Industrial Relations Assistant, Northwestern Glass Co., 1967-71.

EDUCATION: Washington University - BSA Personnel 1967
Iowa University - Ph.D. Industrial Relations 1974

PER DIEM CHARGES: \$450.00

AMERICAN ARBITRATION ASSOCIATION

NAME: LANDAU, Robert W., Esq. Anchorage, Alaska

OCCUPATION: Attorney - Arbitrator - Mediator

QUALIFICATIONS: Sole practitioner since 1988. Practice is limited to administrative hearing officer work for various state and local agencies. Considerable experience as state mediator and hearing officer in public sector labor disputes.
Issues: contract interpretation/application, discharge, discipline, discrimination, job class rates, management rights, overtime, wages, mandatory/discretionary subjects of bargaining, unilateral implementation of contract changes, public sector interest mediation, safety and health primarily in fire education, sanitation, public works, all types of public employees. Fluent in Spanish.

FORMERLY: Deputy Commissioner of Labor, Alaska Department of Labor, 1983-87; Assistant Attorney General, Alaska Department of Law, 1980-83; Attorney, Law Offices of Thomas R. Tatka, 1979-80; Law Clerk, Superior Court Judge Seaborn Buckalew, 1978-79.

EDUCATION: Amherst College - BA 1974
University of Virginia Law School - JD 1978

PER DIEM CHARGES: \$600.00

AMERICAN ARBITRATION ASSOCIATION

NAME: MILNE, Clark R. Fairbanks, Alaska

OCCUPATION: Engineering Manager - Arbitrator

QUALIFICATIONS: Director of Maintenance & Operations for the Northern District, Alaska Department of Transportation & Public Facilities.
Issues: arbitrability, contract interpretation/application, discharge, discipline, discrimination, jurisdictional disputes, management rights, overtime, scheduling of work, seniority/ability, wages.
Industries: construction, federal sector, manufacturing, mining, petroleum, rubber, service industries, stone/quarry, transportation, public works.
As trained industrial engineer, conducted time and motion studies in manufacturing and construction. Industries: rubber/tire valve press and assembly, die casting stations, screw machine and milling machine work studies.

FORMERLY: Operations Manager, Arctic Slope Consulting Group, 1988-91; Chief Civil Engineer, Fairbanks North Star Borough, 1985-88; Construction Manager, Jordan Construction (Fairbanks), 1984-85; Superintendent Project Engineer, Kiewit Construction (Fairbanks), 1981-84; Superintendent Project Engineer, Peter Kiewit Sons' Company (Anchorage), 1977-80; Industrial Engineer, Eaton Corporation (Ohio), 1973-75.

EDUCATION: Cornell University - BSIE 1973
University of Alaska - MSCE 1977
University of Alaska - MS Engrg. Mgmt. 1977

PER DIEM CHARGES: \$400.00
Cancellation Fee: 1/2 per diem if notice is received less than 48 hours before scheduled date and time.

AMERICAN ARBITRATION ASSOCIATION

NAME: NESBETT, Raymond A., Esq. Anchorage, Alaska

OCCUPATION: Attorney - Arbitrator

QUALIFICATIONS: General practice of law and arbitration, served as arbitrator in hotel, restaurant, trucking, catering, education, telephone, oilfield supply and services as well as state employment areas.

FORMERLY: Associated with Burr, Boney & Pease, 1965-69.

EDUCATION: University of Alaska - BA 1961
Cornell Law School - LLB 1964

PER DIEM: \$800.00
Per diem for eight (8) hours of hearing. Less than eight (8) hours at hourly rate of \$125/hour.

AMERICAN ARBITRATION ASSOCIATION

NAME: RODERICK, David M., Esq. Anchorage, Alaska

OCCUPATION: Attorney at Law

QUALIFICATIONS: Arbitrating since 1948, except while employed with Federal Government. Has arbitrated disputes ranging from contract interpretations (hours and working conditions) to wage disputes based on economic data both in the State of Washington and the State of Alaska prior to 1977. Arbitrated under labor contract between Pacific Maritime Association & International Longshoremen and Warehousemen's Union; 1948-58, Washington State Legislator; 1948-1952, Trustee & Business Agent for Office Employees International Union AFL 1948-49. Presently (1985) again a private Attorney and arbitrator.

FORMERLY: Chief Counsel, Alaska Railroad, 1977-85; Private Practice of law 1973-77; General Counsel, Alaska State Housing Authority, Alaska Housing Finance Corporation, 1971-73; Private Practice of Law, Seattle, Washington, 1960-70; Rod & Coney, 1956-60; Weyer, Roderick, Schroeter & Sterne, 1949-56.

EDUCATION: University of Washington - BA 1947
University of Washington - JD 1954

PER DIEM CHARGES: \$450.00
½ cancellation fee if less than three (3) days notice.

AMERICAN ARBITRATION ASSOCIATION

NAME: THORN, Jerry Anchorage, Alaska

OCCUPATION: Arbitrator - consultant

QUALIFICATIONS: Arbitrator in public and private sectors.
Issues: absenteeism, arbitrability, classification, compensation, contract interpretation, discharge, discipline, dishonesty, drug and alcohol testing, insubordination, job performance, job posting, layoff, leave, management rights, past practice, pension, probation, recall, seniority, sexual harassment, transfer, mediation of bargaining, impasse, fact finding. Also Taft-Hartley trustee deadlock and plan participant appeal.
Industries: bar and restaurant, dairy, hotel, fishing, printing, railroad and retail, as well as administrative government, fire, police, school district, state troopers, and utilities.
Adjunct lecturer on graduate and undergraduate labor-management relations course, University of Alaska. Member and chairman, Anchorage Municipal Employee Relations Board. Consultant on industrial relations, Carrs Quality Centers since 1981.

FORMERLY: Director of Personnel & Labor Relations, Carrs Quality Centers, 1967-79; Union Representative RCIA, 1956-66.

EDUCATION: Willamette University - BA 1950

PER DIEM CHARGES: \$480.00
Cancellation Fee: \$400.00 if less than 72 hours notice (three days excluding Saturday and Sunday).



SETTING THE FOCUS ON LEARNING FOR LIFE



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1991/92

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356-7721

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Anchorage, AK 99504
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Palmer, AK 99645
745-0157

REGION-AT-LARGE
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P.O. Box 71250
Fairbanks, AK 99707-1250
479-4214

REGION-AT-LARGE
MARK MASSION
Oskosh City Schools
P.O. Box 299
Oskosh, AK 99741
546-1205

EXECUTIVE DIRECTOR
ORIG DANIFIS
426 Rogers Road
Seward, AK 99611
1-800-478-3616

AAESP EXECUTIVE BOARD MEETING JANUARY 18, 1992

Position Statement

SB 16, "Employees right to strike"

The Alaska Association of Elementary School Principals supports the idea of finality in the bargaining process and recommend that the sunset clause on the current law authorizing strikes be extended for one year. During that time period, a task force appointed by the legislature should be formed to examine alternatives to the question of finality in the bargaining process and bring recommendations back to the legislature for their consideration and action.

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 West 11th Street, Juneau, Alaska 99801-1510 • Tel. (907) 586-1083 • Fax (907) 586-2995

Rod
Copy
Committee

Serving Alaskan Education



November 5, 1991

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NORTH SLOPE

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SITKA

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Luke Titus

YUPIIT

Michael Williams

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Dick Anderson
Delta-Greely

EXECUTIVE

DIRECTOR

Carl F.N. Rose

The Honorable Drue Pearce, Chair
Senate Labor and Commerce Committee
Alaska State Legislature
PO Box V
Juneau, Alaska 99801

Dear Senator Pearce:

I appreciate the position of the proponents of SB 16, "An act including public school employees in the Public Employment Relations act." However, I believe that a "level playing field" was not afforded to those members of the public who may have offered an opposing point of view at the October 31st Labor & Commerce Committee hearing on SB 16.

In light of this unfortunate circumstance, I want to thank you and the members of the committee for your patience in allowing me to vent my frustration and offer AASB's present position on SB 16. As I mentioned during the hearing, AASB's Annual Conference will be held during the 9th-12th of November at which time its voting delegates will establish a formal position on SB 16.

As school boards around the state attempt to frame the issue of labor relations and the right to strike, they are continually drawn back to the cost of providing a quality public education experience for young Alaskans. From a school board's perspective, inflation and the increasing fixed costs of educating our youth, and the reality of inadequate state funding present a very dim financial picture.

Consider further the inability of school boards to address cost containment in a significant way due to legislative mandates that apply to personnel, benefits, leaves, lay off, etc. They really have little latitude in what they can do. Those limitations coupled with the ability of employee groups to leverage demands by the threat of a political and economic weapon - the unlimited right to strike - put school boards in a tough spot. Our children will be the losers.

Sincerely,

Carl F.N. Rose,
Executive Director

ASSOCIATION OF ALASKA SCHOOL BOARDS

316 W. 11th St. • Juneau, Alaska 99801-1510 • (907) 586-1083

MEMORANDUM

To: Rod Mourant, Office of Sen. Drue Pearce

From: Carl Rose, Executive Director

Date: January 21, 1992

Re: SB 16 Testimony

Rod, these are the school board members who wish to testify on SB 16. Some of them may not have access to an LIO (Akiak, Galena). Can you set them up with a bridge?

Gene Redden, Fairbanks School District

Carole Huntington, Galena School District — 656-1312

Carol Stolpe, Anchorage School District

Pam Hjorteset (or alternate), Ketchikan School District

Fred Shields, Haines School District

Ed Tollman, Copper River School District (Glennallen)

Edith Vorderstrasse, North Slope School District (Barrow)

Reggie Joule (or alternate), Northwest Arctic School District (Kotzebue)

Tom Wood, Petersburg School District

Bill Messmer, Wrangell School District

Mike Williams (or alternate), Yupiit School District (Akiak) — 765-7426

¹²⁰⁰
~~DANN~~ FANOTTER — LOWRA KOSK.

800
478-8353



ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

326 Fourth Street • Suite 408 • Juneau, Alaska 99801-1101 • (907) 586-9702 • FAX (907) 586-5879

LEADERSHIP
FOR LEARNING

November 6, 1991

Senator Drue Pearce, Chairperson
Labor and Commerce Committee
3111 C Street, Suite 535
Anchorage, AK 99503

Dear Senator Pearce:

It has been brought to our attention that SB 16, the bill to remove the sunset clause from SB 16 was heard before your committee, Thursday, October 13, 1991, and that audio conference testimony was available only to a few select organizations.

Further, it was told to me that the executive director of NEA made the statement, since the Alaska Association of School Administrators and the Association of Alaska School Boards were not present, they must be supporting the legislation, this is far from the truth!

Senator Pearce, as you well know, this issue has been debated intensely for several years. We do have a position on SB 16 and will be providing testimony when we are apprised of the opportunity through the hearing process.

If, we believe, that the public process is to work, then we must be informed and be given the opportunity to debate the issue on the same level as the other interested organizations.

I respectfully request we be placed on your notification list for all future hearings regarding SB 16 and that a transcript of this past hearing be sent to our office.

Senator Drue Pearce

Page 2

For your information, I am enclosing a resolution passed during the October meeting of the Alaska Association of School Administrators regarding this issue.

Sincerely,

A handwritten signature in cursive script, appearing to read "S T McPhetres".

Stephen T. McPhetres
Executive Director

Enclosure



ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

326 Fourth Street • Suite 408 • Juneau, Alaska 99801-1101 • (907) 586-9702 • FAX (907) 586-5879

LEADERSHIP
FOR LEARNING

6-92A LABOR RELATIONS

WHEREAS; the 1990 Legislature placed public school employees under the Public Employees Relations Act and granted them the right to strike under Senate Bill 15; and

WHEREAS; collective bargaining and employee relations have not been enhanced by this statutory change; and

WHEREAS; strikes and threats of strikes by public school employees are detrimental to the education of Alaska's young people; and

WHEREAS; this legislation has a two-year sunset provision;

NOW THEREFORE BE IT RESOLVED; that the Alaska Association of School Administrators actively supports the sunset of the Senate Bill 15 legislation.

10/91



ALASKA ASSOCIATION OF SCHOOL ADMINISTRATORS

326 Fourth Street • Suite 408 • Juneau, Alaska 99801 • (907) 586-9702

LEADERSHIP
FOR LEARNING

Position Statement

SB 16 School Employees Right to Strike

The Alaska Association of School Administrators passed a resolution at their October conference in opposition to the removal of the sunset clause.

Rationale:

We believe that a strike will have a devastating effect on the education of the children in the community which the strike occurs.

We believe that in the age of state and national education reform movements where site based management, shared decision making, strategic planning and collaborative negotiations are becoming the norm and not the exception, the resolution of conflict is becoming more and more possible without the threat of strike.

We further believe that collective bargaining and employee relations have not been enhanced by this statutory change.

We believe that a strike is not in the best interest of children and education, therefore it should not be a part of the negotiations process.

ASSOCIATION OF ALASKA SCHOOL BOARDS

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Arnold Hamilton

KETCHIKAN
Pamela Hjortset

KLAWOCK
Jeff Nickerson

MATANUSKA-SUSITNA
Diana Herschbach

NENANA
Terrie Irwin

NORTH SLOPE
Roy Nageak

SITKA
Sandi Hicks

YUKON-KOYUKUK
Luke Titus

YUPIIT
Michael Williams

EX-OFFICIO DIRECTOR
Dick Anderson
Delta Greely

**EXECUTIVE
DIRECTOR**
Carl F.N. Rose

November 5, 1991

The Honorable Drue Pearce, Chair
Senate Labor and Commerce Committee
Alaska State Legislature
PO Box V
Juneau, Alaska 99801

Dear Senator Pearce:

I appreciate the position of the proponents of SB 16, "An act including public school employees in the Public Employment Relations act." However, I believe that a "level playing field" was not afforded to those members of the public who may have offered an opposing point of view at the October 31st Labor & Commerce Committee hearing on SB 16.

In light of this unfortunate circumstance, I want to thank you and the members of the committee for your patience in allowing me to vent my frustration and offer AASB's present position on SB 16. As I mentioned during the hearing, AASB's Annual Conference will be held during the 9th-12th of November at which time its voting delegates will establish a formal position on SB 16.

As school boards around the state attempt to frame the issue of labor relations and the right to strike, they are continually drawn back to the cost of providing a quality public education experience for young Alaskans. From a school board's perspective, inflation and the increasing fixed costs of educating our youth, and the reality of inadequate state funding present a very dim financial picture.

Consider further the inability of school boards to address cost containment in a significant way due to legislative mandates that apply to personnel, benefits, leaves, lay off, etc. They really have little latitude in what they can do. Those limitations coupled with the ability of employee groups to leverage demands by the threat of a political and economic weapon - the unlimited right to strike - put school boards in a tough spot. Our children will be the losers.

Sincerely,

Carl F.N. Rose,
Executive Director

00221
00221 REND NV 01-21 1223P PST RYNG

SEND VIA TELECOPIER

DATE _____
TIME _____ OFF. H. _____

FAX 907-463-3650 AGENT
JUNEAU AK



1-0039489021 01/21/92
ICS IPMBNGZ CSP
9076622515 FOM TDBN FT YUKON AK 50 01-21 0300P EST
PMS REPRESENTATIVE DRUE PEARCE
JUNEAU AK 99901

THE YUKON FLATS SCHOOL DISTRICT BOARD OF EDUCATION FAVORS THE SUNSET
OF SB15 OPPOSES SB16 SPECIFIC EXPERIENCES WITH THE LABOR RELATIONS
BOARD AND UNFAIR LABOR PRACTICE PROCESS UNDER SB15 DURING THE LAST
YEAR ARE POOR AT BEST. PLEASE CONSIDER OUR EXPERIENCE AND SUPPORT OUR
POSITION ON THIS MATTER.

THANK YOU.

DOUGLAS WALKER, SUPERINTENDENT OF SCHOOLS
PO BOX 359
FT YUKON AK 99740

1522 EST
>(EX/>109).

**WESTERN
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JAN 13 1992



NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

Don Oberg, President

Claudia Douglas
Vice President
P.O. Box 74837
Fairbanks, AK 99707

Judy Salo
NEA Director

4710 Kenaltze Court
Kenai, AK 99611

Paul Jarvi
Region I Director

P.O. Box 5876
Ketchikan, AK 99901

Deedie Sorensen
Region I Director

6903 Sunny Dr
Juneau, AK 99801

Mary Bohanan
Region II Director

P.O. Box 1164
Delta Junction, AK 99737

Trena Richardson
Region III Director

Box 2278
Soldotna, AK 99669

Olaf Allison
Region IV Director

Box 44
Kiana, AK 99749

Kathy Gross
Region IV Director

P.O. Box 1652
Bethel, AK 99559

Susan Annis
Region V Director

2118 Cushman Street
Fairbanks, AK 99701

Carole Evans
Region V Director

2118 Cushman Street
Fairbanks, AK 99701

Gayle Harbo
Region V Director

Box 80522
College, AK 99708

Loretta B. Christie
Region VI Director

2220 Yorkshire Lane
Anchorage, AK 99504

Richard Kronberg
Region VI Director

3511 Chinitak Bay Dr
Anchorage, AK 99515

Pam McCarl
Region VI Director

2116 Sorbus Way
Anchorage, AK 99508

Kathi McCord
Region VI Director

1601 Hidden Lane
Anchorage, AK 99501

John Cyr
Region VII Director

P.O. Box 878063
Wasilla, AK 99687

Sandy Pevan
Region VII Director

Box 871256
Wasilla, AK 99687

Dorothy Wells
Region R Director

2529 Northern Road
North Pole, AK 99705

ANCHORAGE REGIONAL OFFICE

1411 W. 33RD AVENUE
ANCHORAGE, ALASKA 99503
(907) 274-0536
FAX: (907) 274-0551

JUNEAU OFFICE

105 MUNICIPAL WAY, SUITE 302
JUNEAU, ALASKA 99801
(907) 586-3090
FAX: (907) 586-2744

FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET
FAIRBANKS, ALASKA 99701
(907) 456-4435
FAX: (907) 456-2159

January 10, 1992

**Sen. Drue Pearce
Alaska State Legislature
P.O. Box V
Juneau, AK 99811**

Dear Druc:

NEA-Alaska is looking forward to working closely with you during the upcoming session on the many important educational issues facing the Alaska State Legislature.

As President of NEA-Alaska I am pleased to introduce you to Vernon Marshall who has recently joined NEA-Alaska as our executive director and director of government relations.

As a former classroom teacher, Arkansas Education Association Staff Member, and Congressional Aide to Congressman Ray Thornton of Arkansas, Vernon has significant experience in public school funding and educational policy at the local, state, and national government levels. We anticipate that Vernon will be a valuable resource to you on policies effecting our Alaskan public school students and public school employees.

Vernon plans to have a personal meeting with you in the very near future to discuss mutual interests and concerns.

NEA-Alaska is confident you will find Vernon to be an open, thoughtful, and positive advocate for quality schools in Alaska. We look forward to continued productive communications with you, your staff, and the other members of the Alaska State Legislature.

Sincerely,

Don
Don Oberg

cc: Board/Staff

LE04/Vernintr/dl

*I need to see asap
re: right to strike
2/15
4/8/92*



NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

Pod. file

NOV 6 1991

ANCHORAGE REGIONAL OFFICE:

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ANCHORAGE, ALASKA 99503
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FAX: (907) 274-0551

JUNEAU OFFICE

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JUNEAU, ALASKA 99801
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FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET
FAIRBANKS, ALASKA 99701
(907) 456-4435
FAX: (907) 456-2159

November 4, 1991

Sen. Druc Pearce, Chair
Senate Labor & Committee
3111 C Street #525
Anchorage, AK 99503

Dear Druc:

On behalf of NEA-Alaska I want to thank you for your cooperation in scheduling the recent Labor & Commerce hearing on SB 16. As you know, this particular issue is one of the highest priorities of NEA-Alaska and public school employees throughout the state.

We are especially appreciative of your support for this issue and your willingness to have the Labor and Commerce Committee act on it early in the upcoming session.

I know that some of our testimony may have duplicated earlier testimony but I am sure that this emphasizes the importance of this issue.

Thanks for your help, Druc. I appreciate it.

Sincerely,

Bob Manners
Executive Director

cc: Don Oberg, President
NEA-Alaska
Belinda Daniels, President
Anchorage Education Association

LE04/Sb16/dl



NEA-ALASKA

AFFILIATED WITH THE NATIONAL EDUCATION ASSOCIATION

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ANCHORAGE, ALASKA 99503
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JUNEAU OFFICE

105 MUNICIPAL WAY, SUITE 302
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(907) 586-3090
FAX: (907) 586-2744

FAIRBANKS REGIONAL OFFICE

2118 CUSHMAN STREET
FAIRBANKS, ALASKA 99701
(907) 456-4435
FAX: (907) 456-2159

January 22, 1992

TEACHER COLLECTIVE BARGAINING IN ALASKA UNDER PERA 1991-92

<u>Bargaining Unit</u>	<u>Status</u>	<u>Percent Change in Base Salary Over 1990-91</u>
Adak	S	3.0
Alaska Gateway	B	
Aleutian East	TA	0.0
Aleutian Region	?	
<u>Anchorage</u>	<u>A</u>	
Annette	S	3.0
Bering Strait	M	
Bristol Bay	S	1.3
Centralized Correspondence	S	6.7
<u>Chatham</u>	<u>S</u>	<u>2.0</u>
Chugach	S	6.0
Copper River	S	-1.0
Cordova	S	2.0
Craig	S	2.0
<u>Delta/Greely</u>	<u>M</u>	
Dillingham	S	4.0
Fairbanks	S	3.5
Galena	?	
Haines	S	-5.0
<u>Hoonah</u>	<u>S</u>	<u>4.5</u>
Hydaburg	S	-5.5
Iditarod	S	2.0
Juneau	S	2.0
Kake	S	5.0
<u>Kashunamiut</u>	<u>?</u>	
Kenai	S	7.7
Ketchikan	TA	2.0
Klawock	S	2.0
Kodiak	A	
Kuspuk	?	
<u>Lake and Peninsula</u>	<u>S</u>	<u>1.6</u>
Lower Kuskokwim	S	2.0
Lower Yukon	S	2.0
Matanuska-Susitna	S	5.8
Mount Edgecumbe	S	5.0
<u>Nenana</u>	<u>S</u>	<u>2.5</u>

Nome	S	3.5
North Slope	S	5.1
Northwest Arctic	S	-4.5
Pelican	S	3.0
Petersburg	S	5.0
Pribilofs	S	0.0
Railbelt	S	0.0
St.Mary's	S	0.0
Sitka	S	1.5
Skagway	B	
Southeast Island	S	2.5
Southwest Region	S	2.7
Tanana	S	0.0
Unalaska	S	3.1
Valdez	S	2.0
Wrangell	S	2.5
Yakutat	S	3.0
Yukon Flats	A	
Yukon-Koyukuk	S	2.0
Yupitit	?	
AVERAGE:		2.2

Source: NEA-Alaska Research

P	Preparing	0
B	Bargaining	2
M	Mediation	2
A	Arbitration	3
SK	Strike	0
PA	Post-Arbitration	0
TA	Tentative Agreement	2
S	Settled	42
?	Status Unknown	5

IM02/Bargatus/dl

Alaska State Legislature

Senator Drue Pearce, Chair
Senator Virginia Collins, Vice Chair
Senator Dick Eliason
Senator Rick Halford
Senator Jay Kerttula



SENATE LABOR AND COMMERCE COMMITTEE

WHILE IN JUNEAU
P.O. BOX V
JUNEAU, ALASKA 99811
(907) 465-3844

3111 C STREET, SUITE 150
ANCHORAGE, ALASKA 99504
(907) 561-2018

TO: All Senators

FROM: Drue Pearce

A handwritten signature in cursive script that reads "Drue Pearce".

DATE: February 3, 1992

RE: SB 16 Education Employee Collective Bargaining

This correspondence arrived after SB 16 moved from the Labor & Commerce Committee. Dr. Laursen was unable to testify during the teleconferenced hearings on the legislation. For this reason I am calling his correspondence to your attention.

He teaches
funday at
4⁰⁰ pm??

Rod/Buey -
plz call him
to placate.

Say we'll put his
letter in ~~file~~ packets.

Then - copy
for all desks
funday - w/e
note that he
did not get to
testify so we're
sharing.



West Valley High School

3800 Geist Road • Fairbanks, Alaska 99701 • (907) 479-4221

1 1992

January 28, 1992

Senator Drue Pearce
Chairman
Labor and Commerce Committee
Seventeenth Alaska State Legislature
Capitol, Room 113
Juneau, AK 99801-1182

Dear Senator Pearce:

On Friday, 24 January, there was to have been a Legislative Teleconference in Fairbanks at the Denali Bank Building concerning Senate Bill 16, Education Employee Collective Bargaining. I learned of it Thursday evening, prepared a written statement to be shared and met at the prescribed time only to learn that the teleconference had been cancelled. I was upset. When I learned there would be other opportunities to be heard, I was forgiving. Then, I learned that they would take place during times I would have to be in my classroom teaching. In fact, planned or unplanned, your lack of concern for those of us in the trenches who want to contribute, are now excluded from the teleconference process. I'm furious!

So now I find I must once again sit down and articulate my concerns via letter.

I speak in strong opposition to SB-16. "Teachers" should not be provided the right to strike, as the real loser, once again, will be our students. If passed, SB-16 would only provide that "right" to governing bodies, teachers' associations and unions. Many teachers, who may be "represented" by unions only because of closed shop or agency fee agreements negotiated by a few, but who may vehemently oppose such action or direction, will not be heard. No one-person, one-vote applies to these autocratically operated group actions.

If the right to strike is issued, then strike exercises would decidedly not represent my point of view. Yet, if "the" governing group supposedly representing a collective viewpoint voted to exercise strike rights and, in concert with those actions, my school district administration opts to close my school with the intent to make up lost days later into the summer, then I would be barred from performing my contracted teaching duties. I would also be required to appear for make up days imposed on us to fulfill what would be tantamount to an altered contractual obligation to the Fairbanks North Star Borough School District. I simply find the possibility repugnant.

Above actions would impose undue hardships on students, their parents and teachers who are earnestly involved in working toward academic advancement at colleges and universities around the country, UAF not withstanding. Through intensive planning

and exerted effort, I also plan the conduct of an active summer research program involving other professionals from Europe and the contiguous states for which I receive funding from the federal government to perform "contracted" investigations, which can only be performed during our short northern interior summer months.

To have such things happen would be most unfortunate, certainly for our students and their parents. I must also say that if school district administrators choose not to close our schools in light of a strike, I would be the first to cross picket lines to meet my accepted contractual obligations, dedication to students and my teaching duties at West Valley High for which I am amply paid! Let us not make another serious mistake of providing still yet one more costly vehicle for encouraging the persistence of teacher/teaching mediocrity during this time when a changing climate for educational redirection is so very badly needed in our public schools.

Sincerely,



Gary A. Laurusen, Ph.D.
Presidential Awardce for Excellence
in Science Teaching
West Valley High School
3800 Geist Rd.
Fairbanks, AK 99709

cc: Honorable Virginia Collins, Vice Chairwoman, Labor and Commerce Committee
Honorable Shirley Craft, Labor and Commerce Committee
Honorable Rick Halford, Labor and Commerce Committee
Honorable Jay Kerttula, Labor and Commerce Committee
Honorable Steve Frank
Honorable Tom Moyer
Honorable Nilo Koponen
Andy Warwick, Pres. School Board
Sue Wilkin

TELECOPY COVER SHEET
Fairbanks Legislative Information Office

JAN 24 1992

Office - (907) 452-4448

Fax - (907) 458-3348

TO: John Loo FAX: _____ PHONE: _____

FROM: Flt Lt PHONE: _____

INSTRUCTIONS: Please distribute to Senate L&C
Crute. Writer testimony for tele on 1-27-92
@ 4:00 p.m. Sen Pease

RECEIVED: Date _____ Time _____

SENT: Date 1/24/92 Time _____

DISPOSAL OF ORIGINAL: Discard _____ Hold for Pickup _____

NUMBER OF PAGES: 3 (Not counting cover sheet)

SENT BY: Fran

Copy testimony
only into
Committee files.



LEGISLATIVE AFFAIRS AGENCY

DIVISION OF PUBLIC SERVICES

DATE: 1/27/92

Please accept the enclosed original(s) of written testimony for the Senate L+C teleconference hearing that was scheduled on 1-27-92.

A copy of this testimony was transmitted to your committee via fax on 1-24-92.

Thank you,

JAN 24 10 23 AM '84 FAIRBANKS

Denali Bank Bldg. 3:30-6:00

Senata Bill 16

Gary A. Laursen
4850 Villanova
Fairbanks, AK 99710

I speak in strong opposition to **SB16** - Teachers should not be given the right to strike: In fact, if passed, SB16 would not give individual teachers the right to strike. It would give the governing body; i.e., teachers association and unions that right. Many teachers who may be represented by unions via closed shop or agency fee resolutions, but who vehemently oppose such action, may not be heard through a one-person one-vote voice. If the right to strike is issued, then striking exercises would decidedly not represent my point of view. Yet, if the governing body supposedly representing my discerning voice voted successfully to strike and the administration of my school district opted to close school, with the intent of making up lost days at a later time then I would, in fact, not have the right to continue teaching and would have to appear later into the summer to fulfill my contractual obligation to the School district.

This would impose undue hardship on me in the conduct of my summer research program for which I receive money from the federal government to perform contracted investigations that can only be performed during our short northern summer months.

Parenthetically, should the school district administration not take such action as to close schools in the event of a strike, then I would be the first to cross picket lines to perform teaching duties for which I am amply paid. Let us not make the mistake of providing still yet another vehicle for mediocrity to persist during this time when in fact a climate for positive educational changes is so badly needed in our public schools.

TELECOPY COVER SHEET
Fairbanks Legislative Information Office

JAN 24 1992

Office - (907) 452-4448

Fax - (907) 458-3348

TO: Jim L. O'D FAX: _____ PHONE: _____

FROM: Jul L.M PHONE: _____

INSTRUCTIONS: Please distribute to Senate L&C
Comte. Writter testimony for tele on 1-27-92
@ 4:00 p.m. Sent Peace

RECEIVED: Date _____ Time _____

SENT: Date 1/24/92 Time _____

DISPOSAL OF ORIGINAL: Discard _____ Hold for Pickup _____

NUMBER OF PAGES: 3 (Not counting cover sheet)

SENT BY: Finn

Copy testimony
only into
Committee files.



STATE OF ALASKA

LEGISLATIVE AFFAIRS AGENCY

DIVISION OF PUBLIC SERVICES

DATE: 1/27/92

Please accept the enclosed original(s) of written testimony for the Senate R+C teleconference hearing that was scheduled on 1-27-92.

A copy of this testimony was transmitted to your committee via fax on 1-24-92.

Thank you,

FEL LIO

Denali Bank Bldg. 3:30-6:00

Senate Bill 16

**Gary A. Laursen
4850 Villanova
Fairbanks, AK 99710**

I speak in strong opposition to **SB16** - Teachers should not be given the right to strike: In fact, if passed, SB16 would not give individual teachers the right to strike. It would give the governing body; i.e., teachers association and unions that right. Many teachers who may be represented by unions via closed shop or agency fee resolutions, but who vehemently oppose such action, may not be heard through a one-person one-vote voice. If the right to strike is issued, then striking exercises would decidedly not represent my point of view. Yet, if the governing body supposedly representing my discerning voice voted successfully to strike and the administration of my school district opted to close school, with the intent of making up lost days at a later time then I would, in fact, not have the right to continue teaching and would have to appear later into the summer to fulfill my contractual obligation to the School district.

This would impose undue hardship on me in the conduct of my summer research program for which I receive money from the federal government to perform contracted investigations that can only be performed during our short northern summer months.

Parenthetically, should the school district administration not take such action as to close schools in the event of a strike, then I would be the first to cross picket lines to perform teaching duties for which I am amply paid. Let us not make the mistake of providing still yet another vehicle for mediocrity to persist during this time when in fact a climate for positive educational changes is so badly needed in our public schools.



Alaska State Legislature

Please enter into the record my testimony to the

Senate Labor & Commerce
~~Senate Labor & Commerce~~

committee name

committee on

SB 16 Right To Strike

bill/subject

dated

1/27/92

See attached page.

*Original submission was
Monday (1/27) at 4:30 pm*

Signed:

Testifier

Jonathan Lung

Representing (Optional)

2325 - 30th Ave. Fairbanks, AK 99701

Address

907 - 452 - 5538

Phone No.

27 Jan 92

Dear Legislators

I would like to speak to SB16 and HB 68. The right to strike is not needed to provide an equitable negotiating atmosphere in our district. Fairbanks teachers are the highest paid in the country with one of the best benefit packages going. This was all accomplished without the right to strike clause. I believe this demonstrates that all parties can negotiate in good faith past and future. Any strike would prove very disruptive to the education of our Fairbanks children - a disruption which can not be justified or condoned. Teachers as professional public servants, have a higher responsibility to our children - the right to strike is not warranted. These bills represent a cure for a non-existent problem, please remove the right to strike from future negotiations.

Sincerely,

Jonathan Ewig
Jonathan Ewig



Alaska State Legislature

JAN 29 1992

Please enter into the record my testimony to the Senate Labor & Commerce Committee
 committee name
 SB16
 committee on "Right to Strike", dated 1-24-92
 bill/subject

Please see ² pages attached.

Signed: Ruth E. Craig
 Testifier

Representing (Optional)
2325 - 30th Avenue, Fairbanks, Ak. 99701
 Address
(907) 452-5538
 Phone No.

Dear Public Servants in the Legislature,

A collective bargaining process is highly important and my husband's grandfather was instrumental in the formation of unions in Michigan during a time period when there were "company mining towns". He served extensively in the legislature in Lansing.

The school board (management) certainly needs to consider all groups when making decisions. Unions are one way of insuring that special needs are considered through negotiations that might otherwise be overlooked, such as benefits or working conditions and, in some cases, increases in salary.

I arrived in Fairbanks in 1972 to teach junior and senior high mathematics. After a year I got married and continued to teach. I was appointed Mathematics Department Head at a junior high. I was active in the National Education Association (NEA) during the time I taught and also served on the Faculty Senate of a junior-senior high school. After eight years I retired to become a mother and then served in the PTA as treasurer where our children attended school.

Over the years the NEA leadership consistently placed salary increases and benefits at the top of their negotiating list when bargaining here with the North Star Borough school board. As a result my starting salary was \$10,700 twenty years ago and the starting salary at present is \$30,700. Benefits when I started teaching were full payment of all medical and dental bills without my having to pay into the system. Benefits today are still excellent. I know of no other workers with benefits nearly comparable to these. The administrators, secretaries, and custodians have been able to receive good benefits and increases in salary regularly with the efforts of the NEA leaders creating the pressure enabling these other groups to model the persuasion techniques used with the school board. School principals earn a wage of \$75,000 not counting their benefits! The university intellectuals and other school districts in the state have been able to "piggy back" off of the wage increases here in order to get their own wages raised. For example, if the superintendent in Fairbanks gets a raise of \$10,000 then "the superintendent in Anchorage ought to get a raise of at least that much" or vice versa. A family could live on the fringe benefits alone of our superintendent up here (\$35,000). (The superintendent's wage is \$110,000 and that is far beyond public servant status.)

Because of the process of bargaining we have prospered in this field (education) to the point of losing track of our obligation as public servants. Along with the privilege of being able to collectively bargain is the responsibility we have to the community through the school board and to the students to do the job that we are paid to do. We are not deprived and do not have the ethical or moral right to intimidate a community with threats of strikes, or to bankrupt it by striking, because we want more money or more "freebies". Our "boss" should still have the final decision since they pay us. I would venture to guess that most workers in most work fields want more money but it is not necessarily fiscally sound to

give it out just because we want it. It takes self-control and practice to accomplish our goals with the amount of money we have been allocated to work with in each case. I oppose HB 68 and SB 16 because striking would be like holding my breath until I turn blue to get my way. It would give a message that I have no desire to ignore my natural inclination not to set limits on myself, that I refuse to use self control and responsible fiscal planning but I want more money instead--I am entitled to all of the money that I ask for at any time that I ask. This does not help my responsibility to encourage my own fiscal growth. It does not address my responsibility to get along and compromise with others or my responsibility to straighten up and give more of my talent and not demand to be able to "rip-off" the taxpaying public and the students. Disrupting the educational process is not what the taxpaying community pays special interest groups such as NEA, ESSA or administrators' unions to do.

At present 70% of the money budgeted for the school district goes to teacher/administrator wages and an additional 16% goes to fringe benefits. I doubt that the taxpaying public would sympathize with unions that want to strike when they already use up 86% of the school district budget!! What about the children???

People in the education profession definitely have difficulty at this time seeing themselves as deserving any less than what a lawyer or a doctor earns because we are "professionals and educated". Because of our affluence we expect to travel out of state at least twice each year, own two or three cars and have a mansion-like home. Many of us are insulted when a demeaning term such as "public servant" is applied to us in our occupation. Whether we like it or not and whether we are affluent or not, we ARE public servants and should respond to the community as such instead of trying to bankrupt it and the state by strikes.

When money is excessively available we tend to expect more and be corrupted by the easy availability of it. If the unions strike it will be over money and a compulsion to acquire more power.

HB 68 and SB 16 will be a disservice to the voting public including far more than fifty teachers up here who have expressed opposition to it and who continue to remind me (and others) to help oppose it. Rank and file teachers do not have an interest in striking but feel the pressure to comply with the militant and intimidating leadership. The idea of "strike" is coming from the top down without consideration of the rank and file teacher opposition to it. (It will be natural for the union leadership to deny the above facts....)

Throw away this selfish bill so that we can get back on track educating the children instead of trying to manipulate the community at the expense of the children for reasons having nothing to do with our responsibility. For the sake of our state and our future attitudes, we need to be willing to work with the taxpaying public and families instead of alienating them through strikes.

Respectfully,

Ruth E. Ewig

Ruth E. Ewig 1/23/92

2325-30th Avenue, Fairbanks, Alaska 99701

©FNSB-School Board



JAN 27 1992

SB16 file

Alaska State Legislature

Please enter into the record my testimony to the Senate Labor Commerce
 committee name
 committee on SB16, dated 1-22-92
 bill/subject

I am writing in support of SB 16.
 After being involved with teacher school board negotiations, I found a definite need for finality in the process. I would much prefer binding arbitration but if this is not going to be available, I feel PERA SB 16 protects my right to bargain.

Signed: Jan Chetta
 Testifier
myself
 Representing (Optional)
Box 3806 Kodiak
 Address
486-5301
 Phone No.



Alaska State Legislature

Please enter into the record my testimony to the Senate Labor & Commerce
committee name

committee on SB 16, dated 1/22/92
bill/subject

Support SB 16, needed to maintain a
form of finality conducted under the
state labor relations agency. ~~Under~~ Title 14
As provided some of this. To understand
the ineffectiveness of ~~that~~ Title 14, consider
the number of unilateral impositions of
contracts prior to PERA.

Signed: Tom Sawyer
Testifier

KTBEA
Representing (Optional)

Box 405
Address

Kodiak
Phone No.



Alaska State Legislature

Please enter into the record my testimony to the Senate Labor + Commerce
 committee name
 committee on SB 16, dated 1/22/97
 bill/subject

I support binding arbitration and
 feel that if this is not going to happen
 then I would like to support passage
 of SB 16,

Signed: Nancy K. Holyday
 Testifier Kodiak Bureau Educ. Assoc.
 Representing (Optional) self & ~~other members of the~~
 Address SR 3265 Bay View Dr Kodiak AK
99615
 Phone No. 907 486 6852



Alaska State Legislature

Please enter into the record my testimony to the Senate
Labor & Commerce
committee name

committee on SB16, dated 1/22/92
bill/subject

Provision for finality is necessary
in any negotiations process. Binding
Arbitration might be ~~more~~ a better
option, however, without that SB16
is very important and should
continue teachers under P.E.R.A.

Signed: Frank Parker
Testifier

Representing (Optional)
Box 2533, Kodiak, Ak.
Address

486-4479
Phone No.



TELECOPY COVER SHEET
Kodiak Legislative Information Office

Office - (907) 486-8116

Fax - (907) 486-5264

TO: Juneau LIO

ATTN: _____ FAX: 465-2864 PHONE: _____

FROM: Kodiak LIO PHONE: _____

INSTRUCTIONS: Written testimony to be delivered
to Labor & Commerce Committee
Sen Pease

SENT: Date 1-28 Time 10

DISPOSAL OF ORIGINAL: Discard _____ Hold for Pickup _____

NUMBER OF PAGES: 1 (NOT counting cover sheet)

TRANSMITTED BY: Tina



Alaska State Legislature

Please enter into the record my testimony to the labor and Commerce
 committee name
 committee on Senate Bill No. 16, dated 1-27-92
 bill/subject

I would like to express my support for Senate Bill 16. I have taught in Alaska since 1970 and I know from experience that something is needed to ensure that negotiations come to a fair and speedy conclusion. No teacher can be completely effective in the classroom when negotiations drag on and on. Without binding arbitration we need this bill.

Signed: Isiah Babbitt
 Testifier

Representing (Optional)
1816 Simeonoff St. Kodiak AK 99615
 Address
907-486-4246
 Phone No.



Alaska State Legislature
LEGISLATIVE RESEARCH AGENCY

P.O. Box Y, Juneau, Alaska 99811-3100
907-465-3991 Fax 907-463-3351

TO: Rod M.

DATE:

FROM: Carol V.

1-9-92

This info came from

Nevin Mindlin

Pennsylvania House of Reps

Please let me know where we stand.

Thanks.



Alaska State Legislature
LEGISLATIVE RESEARCH AGENCY

P.O. Box Y, Juneau, Alaska 99811-3100
907-465-3991 Fax 907-463-3351

TO:

Rod

DATE:

1-9-92

FROM:

Carol

This is personal info I put together in 1986. The Note: section discusses strikes and should be useful. (Eleven out of the top 20 states).

EDUCATION NEGOTIATION/MEDIATION - TITLE 14
(PRIOR TO RIGHT TO STRIKE)

CORRECTION

**THIS DOCUMENT
HAS BEEN REPHOTOGRAPHED
TO ASSURE LEGIBILITY**

EDUCATION NEGOTIATION/MEDIATION - TITLE 14
(PRIOR TO RIGHT TO STRIKE)

ALASKA

Authority: Alaska Statutes, Section 14.20.550 to 14.20.610.

Exclusions: Superintendent of Schools.

Administrative Agency: Local School Boards.

Unit Determination: No Specific Provision.

Criteria for Unit Determination: All K-12 certificated personnel; principals and assistant principals may negotiate independently if they so choose.

Recognition: Exclusive, voluntary or by election.

Bargaining Rights: Duty to Bargain.

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

Employer Rights: School board retains the right to make final decision on policy.

Employee Rights: No Specific Provision.

Grievance Procedure: Grievance procedure mandatory culminating in final and binding arbitration.

Union Security: No Specific Provision.

Unfair Labor Practices: No Specific Provision.

Impasse Procedure: Mediation - Parties may select a mediator or parties may petition EMCS to provide a mediator; each party shall select a team of persons to present evidence and position to the mediator; terms agreed to shall be reduced to writing and made public. Arbitration - If no settlement at mediation, governor may appoint an arbitrator who upon reviewing the issues will make advisory recommendation.

Strike Policy: No Specific Provision.

Note: Negotiations may be held in executive session by mutual agreement; final agreement must be made public; contract duration may not exceed three years.

Case Law

Teacher strikes are illegal. Anchorage Educ. Ass'n v. Anchorage School District, 114 LRRM 3377 [1982].

CONNECTICUT

There are three public employee bargaining statutes in the State of Connecticut. The laws cover state employees, municipal employees, and teachers. The statutes for state and municipal workers provide for bargaining over wages, hours, and other employment conditions, excluding merit systems. Teachers may bargain over salaries and other conditions of employment. All three statutes prohibit strikes.

TEACHERS

Authority: Connecticut General Statutes, Title 10, Section 10-153a et seq (1958) as last amended effective July 1, 1984.

Exclusions: Superintendent and assistant superintendent; employer's negotiators; personnel or budget employees; temporary substitutes; non-certified employees.

Administrative Agency: For representation and impasses - State Board of Education (SBE). For prohibited practices - State Board of Labor Relations (SBLR).

Unit Determination: Statute, two units established - administrators, teachers.

Recognition: Exclusive; voluntary requires showing of interest from majority in unit; election requires 20 percent to petition.

Bargaining Rights: Duty to Bargain.

Scope of Bargaining: Salaries and other conditions of employment.

Employee Rights: To form, join or assist unions; refrain from doing so; present grievances.

Unfair Labor Practices by Employer: Interfere with, restrain, or coerce employees; dominate union; discriminate on account of testimony; refusal to bargain in good faith; refusal to participate in mediation or arbitration in good faith.

Unfair Labor Practices by Union: Interfere with, restrain, or coerce employees or employer's representative; discriminate on account of testimony; refusal to bargain in good faith; refusal to participate in mediation or arbitration in good faith; solicit or advocate support of students.

Union Security: Agency Shop Permitted.

CONNECTICUT (cont.)

Impasse Procedure: Mediation - Either party may request mediation from the Commissioner of the State Board of Education; if no agreement 110 days prior to budget submission and mediation has not been initiated, Commissioner will initiate mediation; cost shared equally by the parties. Arbitration - If mediation fails by fourth day or 85 days prior to budget submission date, Commissioner will initiate arbitration; parties may mutually agree to a single arbitrator, otherwise tripartite panel; final offer on issue by issue basis; award due within 20 days; costs shared equally by the parties.

Criteria for Arbitration Award: Negotiation prior to arbitration; public interest; ability to pay; interests and welfare of the employees; existing conditions of employment of employees and those of similar groups; prevailing salaries, benefits, and other working conditions in state labor market.

Strike Policy: Prohibited; may be enjoined by courts.

Note: In Connecticut, two factors account for the relatively high percentage of bargaining situations ending in arbitration; (1) a town government can challenge a voluntary settlement but not an arbitration award. So many times, although the two parties agree without the assistance of a mediator or an arbitrator, they go to arbitration to protect their agreement, and (2) the arbitrator cannot mediate, so more awards are written even though by the time the parties submit the last best offer they are virtually in agreement and the award in fact reflects a voluntary settlement.

Between 1980 and 1986, approximately 517 contracts were bargained. Approximately 141 (27%) contracts were settled at the table; approximately 200 (39%) contracts were settled in mediation; and approximately 176 (34%) contracts were settled in arbitration.

There were 53 teacher strikes in Connecticut prior to the enactment of arbitration legislation in 1979. Since the implementation of arbitration legislation there have been no strikes.

Case Law

Board of Education is required to bargain over the following mandatory subjects: class size, teacher load, and binding arbitration of grievances. But length of school day and calendar as they relate to hours of employment are excepted from bargaining under the Act. Further, the Board may determine whether there shall be extracurricular activities but must negotiate over assignments and compensation levels. West Hartford Educ. Ass'n v. DeCourcy, 80 LRRM 2422 [1972].

DELAWARE

There are three public employee bargaining laws in the State of Delaware. One statute covers state and county employees together with employees of local governments that elect coverage. The other two statutes cover teachers and transit workers.

TEACHERS

Authority: Delaware Code Title 14, Chapter 40, Section 4001 et seq (1969) at last amended July 7, 1982, effective 60 days thereafter.

Exclusions: Administrators.

Administrative Agency: Public Employment Relations Board (PERB).

Unit Determination: PERB.

Criteria for Unit Determination: Similarity of duties, skills, and working conditions; history and extent of organization; recommendations of party involved; overfragmentation; other factors PERB deems appropriate.

Recognition: Exclusive; by election.

Bargaining Rights: Duty to Bargain.

Scope of Bargaining: Wages, salaries, hours, grievance procedures, and working conditions.

Grievance Procedure: Required.

Employee Rights: Organize, form, join, or assist employee organization; negotiate collectively or grieve through representatives of own choosing; other concerted activities; be represented without discrimination.

Employer Rights: Matters of inherent policy, including functions and programs, standards of service, budget, technology, organizational structure, curriculum, discipline, and selection and direction of personnel.

Union Security: Dues deduction mandatory.

Unfair Labor Practices by Employer: Interfere with, restrain, or coerce employees; dominate union; encourage or discourage union membership; discriminate on account of testimony; refusal to bargain in good faith; refusal to comply with statute; refusal to reduce agreement to writing and to sign it; refusal to disclose public records.

DELAWARE (cont.)

Unfair Labor Practices by Union: Interfere with, restrain, or coerce employees; refusal to bargain in good faith; refusal to comply with statute; refusal to reduce agreement to writing and to sign it; soliciting employees during work hours; hindering or preventing pursuit of work; solicit or advocate support of students on school property.

Impasse Procedure: Mediation - Voluntary or PERB appoints mediator at request of either party; costs paid by PERB. Factfinding - Parties may jointly or individually petition PERB to initiate factfinding or mediator may recommend factfinding. If PERB initiates factfinding, party may mutually select factfinder or PERB appoints one from list of five if parties do not designate factfinder from list; recommendations due 30 days after hearings end but not later than 45 days from day of appointment. PERB may publicize recommendations if dispute continues; costs shared equally by the parties.

Criteria for Factfinding Report: Interests and welfare of public; comparison of wages and benefits of employees involved with those of other employees performing similar work and with other public and private employees generally in same and comparable communities; overall compensation; increases in wages in private sector of the state; stipulations of the parties; lawful authority of employer; ability to pay; other factors normally considered.

Strike Policy: Prohibited.

Note: Contract duration must be for minimum of two years; hearings conducted by factfinders shall be open to the public.

Delaware's law was amended following a major teacher strike in 1978. There have not been any strikes since. In fact even up to 1978, strikes were a rarity. The original bill contained a provision for arbitration; it was amended out. The Delaware State Education Association would like to see the law amended to provide for both the right to strike and binding arbitration.

Delaware has 19 public school districts and approximately six to seven are in negotiations each year. Only one contract dispute has involved mediation and that dispute was resolved prior to the mediators' report being issued.

Delaware's last amendment has only been in effect for three school years and during this time, teacher salaries have improved substantially due to the availability of funds. This, more than anything else, has resulted in relative ease in negotiations. The Delaware School Board Association does expect that areas of the law will come into dispute in the future.

HAWAII

There is one public employee bargaining statute covering all employees in the State of Hawaii. The statute provides for bargaining on wages, hours, contributions to the Hawaii public employees' health fund, and other terms and conditions of employment. The law also calls for final offer arbitration of fire fighters' disputes and grants a limited right to strike provided certain conditions are met.

PUBLIC EMPLOYEES

Authority: Hawaii Revised Statutes, Chapter 89, Section 89-1 et seq (1970).

Exclusions: Elected or appointed officials; members of boards or commissions; employer's representatives who are top-level managerial and administrative personnel; confidential employees; part-time and temporary employees; employees in the Governor's office, Lt. Governor's office, and mayor's office; household employees in the Governor's residence; legislative employees; legislative branch employees of the city and county of Honolulu and counties of Hawaii, Maui, and Kauai, except for clerk's office employees; inmates, patients, wards, or students of a state institution; student help; National Guard.

Administrative Agency: Hawaii Labor Relations Board (HLRB).

Unit Determination: The following consolidated statewide units are designated by statute; non-supervisory blue-collar employees; supervisory blue-collar employees; non-supervisory white-collar employees; supervisory white-collar employees; teachers; educational officers; University of Hawaii and community college faculty; non-faculty personnel of the University of Hawaii and community colleges; registered nurses; non-professional and scientific employees. The last five groups may vote to be included in the general white or blue-collar units. Supervisors may vote to be included in non-supervisory units.

Recognition: Exclusive; by election.

Bargaining Rights: Duty to Bargain.

Scope of Bargaining: Wages, hours, amounts of contributions by the state and counties to the Hawaii public employees' health fund, and other terms and conditions of employment; excluded are classifications and reclassifications, benefits of, but no contributions to, the Hawaii public employees' health fund, retirement, salary ranges and number of incremental and longevity steps, matters inconsistent with merit principles and equal pay for equal work, principle, or managerial discipline and control; consultation on all other matters affecting employee relations.

HAWAII (cont.)

Grievance Procedure: Arbitration permitted; absent such procedure, disputes may be submitted to HLRB for final decision.

Employee Rights: To organize, form, join, or assist unions; engage in lawful concerted activity; refrain from doing so; present grievances.

Employer Rights: Direct employees; determine qualifications and standards of work; hire, promote, transfer, assign, and retain employees; discipline employees for proper cause; relieve employees because of lack of work or other legitimate reason; maintain efficiency of operations; determine methods, means, and personnel to implement operations; take actions as might be necessary to carry out mission of agency in cases of emergency.

Union Security: Dues deduction and agency shop mandatory; employees whose religious beliefs prohibit payment of dues may pay an equivalent amount to a non-religious, non-union charity chosen by the employee from list designated in contract or to any fund chosen by employee if contract does not designate fund; procedure for rebate on demand of any employee for pro rata share of expenditures for activities of political or ideological nature unrelated to terms of employment.

Unfair Labor Practices by Employer: Interfere with, restrain, or coerce employees; dominate unions; discriminate on account of union membership or testimony; refusal to bargain in good faith; refusal to participate in impasse procedures in good faith; refusal to comply with statute; violation of contract terms.

Unfair Labor Practices by Union: Interfere with, restrain, or coerce employees; refusal to bargain in good faith; refusal to participate in impasse procedures in good faith; refusal to comply with statute; violation of contract terms.

Impasse Procedure: Parties may establish their own procedure with arbitration as the final step; absent such procedure, parties may request assistance or HLRB may initiate. Mediation - Mediator(s) appointed by HLRB within three days after date of impasse; costs paid by HLRB. Factfinding - Excluding fire fighters; HLRB appoints panel of not more than three members 15 days after date of impasse; report issued within ten days; made public within five days if not referred to arbitration; costs paid by HLRB. Arbitration - Voluntary, excluding fire fighters; procedure begins 30 days after date of impasse; tripartite panel; award due within 20 days; costs of arbitration hearing and neutral arbitrator shared equally by the parties. If parties do not submit to arbitration, employer will submit recommendations on all cost items together with those of factfinding board to appropriate legislative bodies. Union may submit recommendations.

HAWAII (cont.)

Strike Policy: Prohibited unless impasse procedures have been complied with, impasse is not submitted to arbitration, 60 days have elapsed since factfinding report, ten day notice of intent to strike is given, employees are part of the bargaining unit, and employees have been designated by HLRB as being non-essential; HLRB may set requirements to avoid or remove danger to public health or safety; strikes in violation of these procedures may be enjoined; prohibited on issue of contributions to public employees' health fund.

Note: Since the inception of collective bargaining in 1970, Hawaii has had only one significant teacher's strike and it did not result in an alteration to the law.

The voluntary arbitration procedure has been used only once for teachers and that was in the very early stages of collective bargaining. From the Hawaii State Department of Education's point of view the results obtained were highly inappropriate and even to this day still come back to haunt them. Since that time the Department has not used the voluntary arbitration procedure and does not plan to do so in the future.

In October, 1985, the Department of Education submitted a report to the State Office of Collective Bargaining which proposed a number of changes to the law (copy following). The Department believes that management would be in a better position if these recommended changes could be made.

Case Law

The HLRB can only declare on impasse after it has determined that the party declaring an impasse has bargained in good faith. Board of Educ. v. Hawaii PERB, 88 LRRM 2543 [1974].

Cost items subject to appropriation. O.A.G., #72-10, 4/4/72.

INDIANA

The one public employee bargaining statute in the State of Indiana covers teachers. The law provides for teachers to bargain over pay, hours, and wage-related fringes, allows discussion on other employment matters, and prohibits strikes.

TEACHERS

Authority: Indiana Code Title 20, Article 7.5, Section 20-7.5-1-1 et seq (1973) as last amended May 1, 1978.

Exclusions: Supervisors, confidential, and part-time employees; employees performing security work; non-certified employees.

Administrative Agency: Educational Employment Relations Board (EERB).

Unit Determination: EERB in cases of dispute.

Criteria for Unit Determination: Efficient administration of school operations; community of interest; avoidance of over fragmentation; recommendations of the parties.

Recognition: Exclusive; by voluntary designation requires showing of interest from majority in unit; by election requires majority of employees in unit.

Bargaining Rights: Duty to bargain.

Scope of Bargaining: Salaries, wages, hours, and salary and wage related fringe benefits. Duty to discuss curriculum development and revision; textbook selection; teaching methods; selection, assignment, or promotion of personnel; student discipline, expulsion, or supervision of students; pupil-teacher ratio; class size; budget appropriations.

Grievance Procedure: Arbitration permitted.

Employee Rights: To form, join, or assist unions; participate in bargaining; engage in other activities; present grievances.

Employer Rights: Direct work; establish policy; hire, promote, demote, transfer, assign or retain employees; suspend or discharge employees; maintain efficiency of school operations; relieve employees because of lack of work; take actions necessary to carry out mission.

Union Security: Dues deduction mandatory.

INDIANA (cont.)

Unfair Labor Practices by Employer: Interfere with, restrain, or coerce employees; dominate unions; discriminate on account of union membership or testimony; refusal to bargain or discuss; failure or refusal to comply with statute.

Unfair Labor Practices by Union: Interfere with, restrain, or coerce employees or employer's representative; cause or attempt to cause employer to commit unfair labor practice; refusal to bargain; failure or refusal to comply with statute.

Impasse Procedure: Mediation - Either party may request EERB to appoint mediator or EERB shall appoint mediator if no agreement 75 days prior to budget submission date; costs paid by EERB. Factfinding - Either party may request factfinding after five days of mediation or EERB shall appoint a factfinder if no agreement 45 days prior to budget submission date; report issued, made public within ten days. EERB may bypass mediation; factfinder may mediate; costs paid by EERB. Arbitration - Voluntary; arbitrator appointed by EERB; costs shared equally by the parties.

Criteria for Factfinding Report: Past agreements; comparison with public and private sector employees doing comparable work, giving consideration to factors peculiar to schools; public interest; financial impact.

Strike Policy: Prohibited; union loses dues deduction for one year; employees may not be paid for strike days.

Note: Teachers are the only public employees who have the right to bargain. The law has remained unchanged since its enactment 13 years ago.

There are 304 bargaining units in the state which includes some area vocational schools and special education cooperatives. The law does not differentiate between the various types of bargaining units. Approximately two-thirds of all contracts are open each year. This means that Indiana bargains about 175-200 contracts per year. On the average, there will be seven to eight contracts that are not settled for the entire year.

Most of the teachers in Indiana's 285 school corporations have opted to form bargaining units. Only a few do not have written agreements. An additional few have written contracts that were developed in a meet and confer environment. The great majority (80-85% of the state's public school teachers belong to the local and state affiliates of the NEA or AFL) bargain formally.

There have been 28 strikes in the last 13 years. There have been five strikes in one year on three different occasions; there were no strikes in three of the years. The longest strike has been 20 school days and a recent one lasted but 45 minutes. Strikes have occurred in the largest school systems as well as in some very small ones.

INDIANA (cont.)

It will vary from year to year, but most of the contracts are settled without the involvement of a third party. In negotiating the 1985-86 contracts, there was mediation in approximately one-third of the state's bargaining units. The use of factfinding is diminishing; last year there were 28 hearings and only four written reports.

If changes were to be made, the Indiana School Boards Association would advocate: (1) stronger penalties for the violator of the no strike clause; (2) giving boards the rights to issue contracts at the beginning of the school year based upon their last offer. The Association believes that the requirement to discuss is unique but has tremendous potential to establish a productive relationship between employees and boards.

The Indiana Education Association feels that the one thing that Indiana's law needs more than anything else is an amendment to legalize strikes. They believe that employees need greater control over the final product.

MICHIGAN

The comprehensive public employee bargaining statute in the State of Michigan covers all public employees except, as dictated by the state constitution, those in the state classified service. In addition, separate statutes provide for arbitration for municipal police and firemen and for state police troopers and sergeants.

PUBLIC EMPLOYEES IN GENERAL

Authority: Michigan Compiled Laws Annotated, Section 423.210 et seq (1947) as last amended effective October 8, 1978.

Exclusions: Employees in the state classified civil service.

Administrative Agency: Michigan Employment Relations Commission (MERC).

Unit Determination: MERC.

Criteria for Unit Determination: History of bargaining; avoid over fragmentation; one person units permitted provided union represents other employees in similar craft or occupation.

Bargaining Rights: Duty to bargain.

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

Employee Rights: To organize, form, join, or assist unions; engage in lawful concerted activities; present grievances; bargain collectively.

Grievance Procedure: Grievance procedure culminating in binding arbitration is negotiable.

Union Security: Union shop permitted.

Unfair Labor Practices by Employer: Interfere with, restrain, or coerce employees; dominate unions; discriminate on account of union membership or testimony; refusal to bargain.

Unfair Labor Practices by Union: Restrain or coerce employees or employer's representative; cause or attempt to cause employer to commit a ULP; a refusal to bargain.

Impasse Procedure: Mediation - Either party may request a MERC appointed mediator 30 days prior to expiration of an agreement. Factfinding - Either party may request or MERC may initiate factfinding; tripartite panel or single neutral; hearing within 20 days, report within ten days from close of hearing.

MICHIGAN (cont.)

Strike Policy: Prohibited.

Note: Michigan is a highly unionized state and as such Michigan teachers have, since 1965, pursued collective bargaining in a vigorous fashion. Although strikes are technically illegal under the Public Employment Relations Act, strikes by teachers have occurred ever since the right to bargain was enacted. In the past ten years, Michigan has experienced as few as six and as many as 70 strikes in one year. The Michigan Education Association (MEA) believes it would be fair to say that collective bargaining for public school employees in Michigan has been interpreted in this state as very closely akin to private sector bargaining in that the Public Employment Relations Act, in many ways, resembles the National Labor Relations Act. Michigan has had strikes every year since the Act, no teacher has been dismissed for striking since 1974.

Mediation is utilized from a low of ten percent of the contract negotiations to a high of between 40 and 50 percent in a given year. The cost of mediation is borne by the state.

Factfinding was utilized a great deal more the first ten years of the bargaining statute than today. Last year, for example, the Association participated in fewer than ten factfindings statewide. This occurred in an atmosphere where they bargained well over 200 contracts. Like mediation, factfinding where enacted under the statute, is paid for by the State of Michigan.

In terms of the number of contracts settled per year by the Michigan Education Association, the numbers vary greatly from year to year. In that they represent over 800 bargaining units, when they combine their teacher units and education support personnel units, they often will bargain as many as 350 contracts in a twelve-month period. As noted, the majority of these are settled by the parties at the bargaining table without the influence of a third party.

In all, MEA believes that their collective bargaining statute has served the interests of employers, employees and the public well. In fact, they believe it would serve, in most instances, as a model for school employees. This is not to say that problems do not exist. MEA has long believed that public employees should have the right to strike if bargaining reaches impasse. MEA believes this is particularly important in that the statute does not provide for interest arbitration or a binding factfinding ruling. On the plus side, however, the statute and various interpretations by the Commission have established broad subjects of bargaining that require the parties to deal substantive employment issues at the bargaining table. MEA believes this expansive view of collective bargaining rights and obligations is a vital key to the success of the Public Employment Relations Act.